CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
August 27, 2024 - 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 – Father Bala Anthony Govindu, St. Stephen's Catholic 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 from Chief of Staff Taylor Novack regarding updates on Chalk the Block.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF AUGUST 13, 2024

   4b. REGULAR SESSION OF AUGUST 14, 2024

5. 2024-131 – RESOLUTION AUTHORIZING THE PURCHASE OF D-CELL LIGHTING FOR THE SCHARBAUER SPORTS COMPLEX FROM WHOLESALE ELECTRIC SUPPLY OF HOUSTON, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, AT A TOTAL COST OF $278,965.00; APPROVING $40,600.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

6. 2024-132 – RESOLUTION RATIFYING THE PROCUREMENT OF CONSTRUCTION SERVICES FROM MIDESSA UNDERGROUND OF MIDLAND, TEXAS, FOR THE EMERGENCY REPAIR OF THE STORM DRAIN LOCATED IN SANTA ROSA DRIVE;

AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $103,355.36 **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

7. 090-2024 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE LANDFILL ACCESS ROAD PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS AND TO NEGOTIATE AN AGREEMENT FOR SAID WORK; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL. **(DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 2024-133 – RESOLUTION AWARDING A CONTRACT FOR THE WEST CITIZEN COLLECTION STATION PROJECT TO ONYX GENERAL CONTRACTORS, LLC, FOR A COST OF $3,670,288.40; APPROVING $734,057.68 FOR CONTINGENCIES; AND APPROPRIATING FUNDS **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

9. 091-2024 – MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS MAZARS, LLP FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; AND RATIFYING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS, LLP FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 092-2024 – MOTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMMEMORATIVE AIR FORCE, INC., TO PROVIDE FOR THE 2024 AIRSHO AT MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

11. 2024-134 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF $4,344,835.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING AND TRANSFERRING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

12. 093-2024 – MOTION AUTHORIZING THE EXECUTION OF A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND DOWNTOWN FARMERS MARKET, INC., TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND

EXPANDED BUSINESS ENTERPRISES **(DISTRICT 2) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

13. 094-2024 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE CITY OF MIDLAND PROVIDING FOR THE WIDENING OF THAT CERTAIN PORTION OF AVALON DRIVE LOCATED BETWEEN BRIARWOOD AVENUE AND MOCKINGBIRD AVENUE; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT **(DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

14. 095-2024 – MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LS BRENTWAY LLC AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103 **(DISTRICT 2) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

15. 2024-135 – RESOLUTION GRANTING A VARIANCE FOR A 53.86-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,700 FEET EAST OF THE INTERSECTION OF SOLOMON LANE AND COOPER CREEK ROAD), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 300 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS **(DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)**

16. 2024-136 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS (“CITIES”) AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE “COMPANY”) REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES’ REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES’ LEGAL COUNSEL **(DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

17. 096-2024 – MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; POW5R SPORTS LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND. SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES. **(DISTRICT: ALL) (PARKS AND RECREATION) (QUALITY OF LIFE AND PLACE)**

18. 097-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-012) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C.; REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

19. 2024-137 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR ASSISTANT CITY MANAGER (COLLECTIVELY, THE “CITY MANAGER’S OFFICE”) TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY (1) TO CONVEY TO THE STATE OF TEXAS (THE “STATE”) A DRAINAGE EASEMENT IN, ALONG, UPON AND ACROSS A 0.1676-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, AND SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, AND A 0.3208-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND (2) TO CONVEY TO THE STATE A 0.6887-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, AND A 0.0850-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER’S OFFICE TO ACCEPT, ON BEHALF OF THE CITY, CONSIDERATION FOR THE CONVEYANCES TOTALING $174,985.00; SAID CONVEYANCES BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG OR NEAR INTERSTATE 20 **(DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

20. 098-2024 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND COUNTY UTILITY DISTRICT FOR THE DISCHARGE OF WASTEWATER INTO THE CITY OF MIDLAND WASTEWATER COLLECTION SYSTEM **(DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

SECOND READINGS

21. 10555 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY

LIMITS, BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

22. 10556 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON 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 (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

23. 10557 – AN ORDINANCE MAKING CERTAIN FINDINGS PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE; AUTHORIZING AND DIRECTING THE MAYOR OR THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE “PROPERTY”), TO MIDLAND SOUP KITCHEN MINISTRY (“GRANTEE”) IN EXCHANGE FOR GRANTEE’S AGREEMENT TO USE THE PROPERTY IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY; SAID PROPERTY BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED AND BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ORCHARD LANE AND CARVER STREET; SAID CONVEYANCE BEING CONDITIONED ON APPROVAL BY A MAJORITY OF VOTES RECEIVED AT AN ELECTION; AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

24. 10558 – AN ORDINANCE AMENDING TITLE I , “ADMINISTRATIVE” OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO ADD CHAPTER 14, “TERMINATION OF CAMPAIGN TREASURER APPOINTMENT”; SAID CHAPTER ESTABLISHING A PROCESS BY WHICH TO TERMINATE THE CAMPAIGN TREASURER APPOINTMENT OF AN INACTIVE CANDIDATE OR POLITICAL COMMITTEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (FIRST READING HELD AUGUST 13, 2024) **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)**

PUBLIC HEARINGS

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

25. 10559 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1,

BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

26. 10560 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD 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)**

PUBLIC COMMENT

27. 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.)

EXECUTIVE SESSION

28. 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 551.087, Deliberate Economic Development Negotiations

a.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.

b. Section 551.074, Personnel Matters

b.1. Deliberate the appointment of members to the Planning and Zoning Commission.

Respectfully Submitted,

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 13, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., August 13, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Pastor Eddy Elliott, Solid Rock Fellowship Out West

2. Pledge of Allegiance

PRESENTATIONS

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

   3a. Presentation from Planning and Development Officer Elizabeth Triggs regarding an update on permit review processes.

   Planning & Development Officer Elizabeth Triggs gave an update on the review processes for residential and commercial permits and how they relate to the Strategic Goal Connections. Mrs. Triggs reviewed permit volumes, trends, survey insights, changes implemented and code enforcement.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF JULY 23, 2024

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5. 2024-122 – RESOLUTION APPROVING A CONTRACT WITH SPORTSFIELD SPECIALTIES, INC., THROUGH THE KEYSTONE PURCHASING NETWORK, FOR THE PURCHASE AND INSTALLATION OF OUTFIELD WALL PADS FOR THE SCHARBAUER SPORTS COMPLEX MOMENTUM BANK BALLPARK FOR A TOTAL COST OF $224,960.44 AND APPROVING $11,247.56 FOR CONTINGENCIES **(DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

8. 082-2024 – MOTION AUTHORIZING THE EXECUTION OF CHANGE ORDER #1 WITH UTILIS, INC., DBA ASTERRA OF LA JOLLA, CALIFORNIA, REGARDING THE SATELLITE LEAK DETECTION SERVICES PROJECT; SAID CHANGE ORDER TO BE IN THE AMOUNT OF $53,000.00 AND TO PROVIDE FOR ADDITIONAL IDENTIFICATION OF POTENTIAL LEAKS WITHIN THE CITY OF MIDLAND WATER DISTRIBUTION SYSTEM **(DISTRICT: ALL) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

9. 083-2024 – MOTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOSTER & FOSTER CONSULTING ACTUARIES, INC. TO EXTEND THE TERM OF THE AGREEMENT BY ONE YEAR AND TO INCREASE THE CITY'S PAYMENT BY AN AMOUNT NOT TO EXCEED $150,000.00 **(DISTRICT: NONE) (GENERAL SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

10. 084-2024 – MOTION AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE A FEDERAL AVIATION ADMINISTRATION GRANT IN ORDER TO RECEIVE AN ESTIMATED AMOUNT OF $3,747,275.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

11. 085-2024 – MOTION AUTHORIZING THE MAYOR AND THE CITY ATTORNEY TO EXECUTE A FEDERAL AVIATION ADMINISTRATION GRANT IN ORDER TO RECEIVE AN ESTIMATED AMOUNT OF $2,975,211.00 FOR THE MAF RUNWAY BLAST PAD IMPROVEMENT PROJECT AT THE MIDLAND INTERNATIONAL AIR & SPACE PORT **(DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

14. 2024-125 – RESOLUTION CALLING AN ELECTION FOR FOUR CITY OFFICIALS; AMENDING THE BOUNDARY OF THE CITY ELECTION 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)**

17. 088-2024 – MOTION AUTHORIZING THE NEGOTIATION AND EXECUTION OF A RELOCATION AND REIMBURSEMENT AGREEMENT WITH ONEOK WESTEX TRANSMISSION, LLC FOR THE RELOCATION OF A PIPELINE TO ACCOMMODATE

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THE EXPANSION OF FAIRGROUNDS ROAD; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL OTHER DOCUMENTS NECESSARY FOR SAID RELOCATION; AND APPROPRIATING THE SUM OF $895,310.00 FROM THE 2017 BOND FUND TO A PROJECT FUND FOR SAID RELOCATION **(DISTRICT 1) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

18. 2024-128 – RESOLUTION AUTHORIZING THE CITY MANAGER, THE DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO PURCHASE A 1.619-ACRE TRACT OF LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (THE "PROPERTY") TO BE USED FOR STREET AND PUBLIC UTILITY PURPOSES; AUTHORIZING THE CITY MANAGER'S OFFICE TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY TO PURCHASE SAID PROPERTY, PURCHASE A TITLE INSURANCE POLICY AND HOLD THE CLOSING; APPROPRIATING FUNDS; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE **(DISTRICT 4) (ENGINEERING SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

19. 089-2024 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF WAY LICENSE (24-495-011) WITH CIVITAS PERMIAN OPERATING, LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 12 AND 17, BLOCK C-24, ABSTRACT 1028, LOVING COUNTY AND SECTION 2, BLOCK C-24, ABSTRACT 1396, PUBLIC SCHOOL LAND SURVEY, WINKLER COUNTY TEXAS **(DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Jack Ladd moved to approve consent agenda items 4-19, excluding items 6, 7, 12, 13, 15 & 16; seconded by Robin Poole.

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

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

6. 2024-123 – RESOLUTION AWARDING A CONTRACT TO TRUCLEAR WATER SOLUTIONS, INC., IN THE AMOUNT OF $1,440,000.00 FOR THE ADVANCED GROUNDWATER TREATMENT PROJECT; AND APPROPRIATING FUNDS FOR SAID PROJECT

Council Member Eric Davidson pulled this item to request a report on where the City is with regard to processes and a timeline.

Utilities Director Carl Craigo gave a brief overview of the item noting the process is ongoing and that there is currently a one year timeline with the possibility of a 20 year

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contract. Mr. Craigo reported arsenic is what's pushing the timeline forward.

City Manager Tommy Gonzalez reported there are markers in place to help reach the goal of increased water available to process.

Mayor Blong reported on how and why this is such an important project.

Discussion ensued about going out for new RFP's. General Services Director Regina Stephenson reported there is a 60 day process if a new RFP is needed.

John Ayers, TruClear, reported on the treatments and standards his company provides.

Eric Davidson moved to approve Resolution No. 2024-123; seconded by Jack Ladd.

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

7. 2024-124 – RESOLUTION AWARDING A CONTRACT TO TANKLOGIX, LLC, FOR ON-CALL SUPERVISORY CONTROL AND DATA ACQUISITION SERVICES FOR AN ANNUAL COST NOT TO EXCEED $500,000.00

Utilities Director Carl Craigo gave a brief overview of the item noting it is part of the water reclamation plan. This is a computer program that runs the water and wastewater industry. Mr. Craigo reported on what happens if the water is not treated properly.

Jack Ladd moved to approve Resolution No. 2024-124; seconded by Scott Dufford.

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

12. 086-2024 – MOTION AUTHORIZING THE EXECUTION OF A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AND PERFORMANCE AGREEMENT AMONG THE CITY OF MIDLAND, TEXAS, THE MIDLAND DEVELOPMENT CORPORATION, AND COSTCO WHOLESALE CORPORATION

Planning & Development Officer Elizabeth Triggs gave a brief overview of the Costco agreement. Costco is the third largest retailer in world behind Walmart and Amazon. There are 879 stores in the world and 38 warehouses in Texas. Midland has a strong customer base and the closest store is in Lubbock, Texas.

Mrs. Triggs reported construction is to begin on or before June 1, 2025 and will be completed by August 31, 2026. Mrs. Triggs also reported on the benefits to the economy in Midland, project benefits such as the development of a new commercial corridor along Hwy

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191, capturing visitor spending and other retail development benefits.

Costo, MDC and City Obligations were also discussed.

Council Member Eric Davidson referenced a Bloomberg article regarding inflation in Midland and how Costco may indirectly assist in bringing down the total cost of consumer goods.

Brian Whelan, Costco Sight Selection Manager, has been evaluating Midland for ten years. Mr. Whelan reported there are 6,500 household in this area who already have Costco cards. This will be the largest Costco in Texas. He also reviewed the benefits of having a Costco store in this area and how it will increase jobs with great benefits for Midland Citizens.

Eric Davidson moved to approve Motion No. 086-2024; seconded by Jack Ladd.

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

13. 087-2024 – MOTION AUTHORIZING THE EXECUTION OF AN HISTORICAL RESTORATION AGREEMENT WITH THE ARTS COUNCIL OF MIDLAND FOR THE PURPOSE OF RESTORING THE SCARBOROUGH-LINEBERY HOUSE COMPLEX

Council Member Poole thanked staff for working on this project and the partnership with the Arts Council in the historical restoration process.

Danny Holeva, Arts Council of Midland, reported there is a multi-phased plan for the SL Property and they are currently moving into phase two.

Robin Poole moved to approve Motion No. 087-2024; seconded by John Norman.

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

15. 2024-126 – RESOLUTION CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY OF MIDLAND, TEXAS, REGARDING THE CONVEYANCE OF A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, SAID TRACT BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED, TO MIDLAND SOUP KITCHEN MINISTRY, A NONPROFIT ORGANIZATION, TO BE USED IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY; MAKING PROVISION FOR THE CONDUCT OF AN ELECTION; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION

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Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting the Soup Kitchen has run out of space and is looking to expand. This item is related to item 31 on this agenda and must go to the citizens for conveyance by a majority vote.

City Attorney John Ohnemiller reported conveyance of parks is a state law.

Amy Stretcher Burkes moved to approve Resolution No. 2024-126; seconded by Jack Ladd.

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

16. 2024-127 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO FIREBIRD ENERGY II, LLC ("OPERATOR") TO DRILL NINE OIL AND GAS WELLS LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 635 FEET SOUTH OF MOCKINGBIRD LANE AND BETWEEN 1,680 FEET AND 1,840 FEET EAST OF HOLIDAY HILL ROAD); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

Mayor Blong abstained from this item. There was no discussion.

Eric Davidson moved to approve Resolution No. 2024-127; seconded by Scott Dufford.

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

SECOND READINGS

20. 10546 – AN ORDINANCE VACATING AND ABANDONING A 0.307-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOTS 1, 2, 3 AND 4, BLOCK 1, REPLAT OF ALL GLEN ARDEN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 185 FEET WEST OF RACQUET CLUB DRIVE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $53,428.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD JULY 23, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10546.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10546;

DRAFT

seconded by Amy Stretcher Burkes.

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

21. 10547 – AN ORDINANCE VACATING AND ABANDONING A 5,036-SQUARE FOOT PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, KINGWICK PLACE ADDITION, SECTION 2 AND TRACT B, SUBDIVISION OF BLOCK 1, WARWICK ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST SCHARBAUER DRIVE, APPROXIMATELY 640 FEET WEST OF NORTH I STREET); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF $22,662.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD JULY 23, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10547.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10547; seconded by Scott Dufford.

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

22. 10548 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,650-SQUARE FOOT PORTION OF LOT 5A, BLOCK 1, GATEWAY PLAZA, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF STARBOARD DRIVE AND LIBERTY DRIVE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE 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 (FIRST READING HELD JULY 23, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10548.

John Norman moved to approve the second and final reading of Ordinance No. 10548; seconded by Jack Ladd.

DRAFT

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

23. 10549 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,173-SQUARE FOOT PORTION OF LOT 7, BLOCK 58, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH PECOS STREET AND WEST WALL STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, 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 (FIRST READING HELD JULY 23, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE & PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10549.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10549; seconded by John Norman.

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

24. 10550 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 7, BLOCK 3, CORPORATE PLAZA ADDITION, SECTION 16, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED ON THE EAST SIDE OF NORTH BIG SPRING STREET, APPROXIMATELY 355 FEET NORTH OF FIESTA 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 (FIRST READING HELD JULY 23, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10550.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10550; seconded by Robin Poole.

The motion passed by the following vote:

DRAFT

AYE: Davidson, Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman
NAY: None
ABSTAIN: None
ABSENT: None

25. 10551 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 63, PARK AVENUE HEIGHTS ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF BUNCHE STREET, APPROXIMATELY 380 FEET SOUTH OF EAST CALIFORNIA 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 (FIRST READING HELD JULY 23, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10551.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10551; seconded by Robin Poole.

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

26. 10552 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 9 AND 10, BLOCK 31, GREENWOOD ADDITION, THIRD, FOURTH, AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH CALHOUN STREET, APPROXIMATELY 160 FEET SOUTH OF EAST NEW YORK 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 (FIRST READING HELD JULY 23, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10552.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10552; seconded by Scott Dufford.

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

DRAFT

27. 10553 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 2,400-SQUARE FOOT PORTION OF LOT 2B, BLOCK 52, BELMONT ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LONGVIEW AVENUE, APPROXIMATELY 290 FEET EAST OF BELMONT STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, 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 (FIRST READING HELD JULY 23, 2024) **(DISTRICT 2) (DEVELOPMENT SERVICES) (STRONG ECONOMY WITH MORE QUALITY JOBS)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10553.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10553; seconded by John Norman.

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

PUBLIC HEARINGS

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

28. 2024-129 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BIRTHDAY PARTY ON LOTS 7 THROUGH 12, BLOCK 116, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH MAIN STREET AND EAST NEW YORK AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting this is a temporary land use due to outdoor music past 10:00 p.m. No letters of objection have been received and staff recommends approval.

Mayor Blong opened the public hearing at 11:48 a.m.

Noah Seabourn, 601 W. Estes Avenue, only wishes to speak if there were questions. There were no questions.

There being no one wishing to speak, the public hearing was closed at 11:50 a.m.

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Jack Ladd moved to approve Resolution No. 2024-129; seconded by Robin Poole.

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

29. 10555 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10555.

Planning & Development Officer Elizabeth Triggs gave a brief overview of the item noting item 29 and item 30 are related regarding the Cavender Mercedes dealership. Item 29 is the annexation of approximately 10 acres of land south of the future Costco and item 30 is the related additional zoning designation.

Mayor Blong opened the public hearing at 11:53 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

John Norman moved to approve the first of two readings of Ordinance No. 10555; seconded by Robin Poole.

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

30. 10556 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON 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: NONE) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10556.

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Planning & Development Officer Elizabeth Triggs reported there is no additional information to share other than the zoning classification is regional retail. Information about this item was discussed in item 29.

Mayor Blong opened the public hearing at 11:54 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10556; seconded by Scott Dufford.

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

31. 10557 – AN ORDINANCE MAKING CERTAIN FINDINGS PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE; AUTHORIZING AND DIRECTING THE MAYOR OR THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"), TO MIDLAND SOUP KITCHEN MINISTRY ("GRANTEE") IN EXCHANGE FOR GRANTEE'S AGREEMENT TO USE THE PROPERTY IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY; SAID PROPERTY BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED AND BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ORCHARD LANE AND CARVER STREET; SAID CONVEYANCE BEING CONDITIONED ON APPROVAL BY A MAJORITY OF VOTES RECEIVED AT AN ELECTION; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES) QUALITY OF LIFE AND PLACE**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10557.

Planning & Development Officer Elizabeth Triggs reported this item is related to item 15 on this agenda calling for a special election for the soup kitchen. This allows for Council to execute a conveyance agreement.

Mayor Blong opened the public hearing at 11:56 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10557; seconded by Robin Poole.

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

DRAFT

MISCELLANEOUS

32. 10558 – AN ORDINANCE AMENDING TITLE I , "ADMINISTRATIVE" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO ADD CHAPTER 14, "TERMINATION OF CAMPAIGN TREASURER APPOINTMENT"; SAID CHAPTER ESTABLISHING A PROCESS BY WHICH TO TERMINATE THE CAMPAIGN TREASURER APPOINTMENT OF AN INACTIVE CANDIDATE OR POLITICAL COMMITTEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10558.

City Governance Officer/City Secretary Marcia Bentley-German reported this item is to clean up outstanding Campaign Treasurer reports for those who are no longer running for office and may not respond to request for information.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10558; seconded by Eric Davidson.

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

PUBLIC COMMENT

33. 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.)

Mayra De La Canal, 1310 North FM 1788, with the U.S. Export Assistance Center, recently opened a location in Midland regarding exporting in an effort to help US companies succeed in international markets.

EXECUTIVE SESSION

34. 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 meeting to go into Executive Session at 12:01 p.m.

a. Section 551.071, Consultation with Attorney

a.1. Discuss matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas

DRAFT

clearly conflicts with Chapter 551 of the Texas Government Code.

All the business at hand having been completed, the meeting adjourned at 1:19 p.m.

PASSED AND APPROVED August 27, 2024.

_____
Lori Blong, Mayor

ATTEST:

_____
Marcia Bentley-German
City Governance Officer/City Secretary

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MIDLAND CITY COUNCIL
MINUTES
August 14, 2024

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., August 14, 2024.

Council Members present:	Eric Davidson, Amy Stretcher Burkes, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman
Council Members absent:	None
Staff members present:	City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Jose Ortiz

The meeting was called to order at 10:04 a.m.

MISCELLANEOUS

1. 2024-130 – RESOLUTION RECORDING A VOTE ON A PROPOSAL TO CONSIDER AN AD VALOREM TAX RATE FOR THE FISCAL YEAR 2024-2025 AND TO ESTABLISH A DATE TO HOLD A PUBLIC HEARING ON THE PROPOSED TAX RATE; ESTABLISHING DATES WHEN THERE WILL BE A RECORD VOTE ON THE TAX RATE; AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO POST ALL APPROPRIATE NOTICES **(DISTRICT: NONE) (FINANCE) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

   City Manager Tommy Gonzalez presented information on the 2024-2025 budget. He reviewed the budget timeline, sound fiscal practices and funding our priorities and how everything staff is doing is aligning with the Strategic Plan Goal five to provide Sound Governance and Fiscal Management.

   Mr. Gonzalez reviewed the general fund and it's funding with regard to revenue streams such as property taxes, sales taxes and fines and fees for services.

   Mayor Blong made note that the quarter cent on the City of Midland sales tax rate of 1.25% should be clearly marked as Midland Development Corporation and is only used for economic development for the sake of clarity among citizens. Those funds do not go into the General Fund for the City.

   Mr. Gonzalez went on to review the Sales Tax Rates by cities, 2025 Proposed Tax Rates, Property Tax Valuation, Property Tax Rate Correction, Property Tax Rate by Entity and Peer

DRAFT

Cities. He reviewed roads, parks, water needs and strategic plan funding for all of the City funds.

Finance Director Christy Weakland reported on the expenditure part of the budget and closing the gap in the general fund. Mrs. Weakland briefly reported on roads, parks and water needs and the cost associated with each.

Assistant City Manager Jose Ortiz reported on the 28.8M Certificate of Obligation for Roads and Public Infrastructure.

Each strategic goal was broken down and discussed as follows:
Goal 1: Strong Economy with More Quality Jobs presented by Assistant City Manager Jose Ortiz and Planning & Development Officer Elizabeth Triggs.

Goal 2: Set the Standard for a Safe and Secure City presented by Managing Director Chuck Blumenauer and Interim Police Chief Greg Snow.

Goal 3: Quality of Life and Place presented by Planning & Development Officer Elizabeth Triggs and Assistant City Manager Jose Ortiz.

Goal 4: Transparent and Consistent Communication presented by Chief of Staff Taylor Novak and Chief Information Officer Jennifer Frescaz.

Goal 5: Provide Sound Governance and Fiscal Management presented by Deputy City Manager Morris Williams.

Prior to the goal 6 presentation, City Council discussed proposing to consider the FY 2024-2025 tax rate of 0.350662 per $100 taxable assessed valuation.

Goal 6: Strategic and Sustain our Infrastructure presented by Utilities Director Carl Craigo and Engineering Services Director Gabriel McClelland.

The entire four hour budget presentation may be viewed in it's entirety online at www.midlandtexas.gov.

Eric Davidson moved to approve Resolution No. 2024-130; seconded by Amy Stretcher Burkes.

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

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

DRAFT

PASSED AND APPROVED August 27, 2024.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

DRAFT

City Council Meeting

Item Number: 5

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AUTHORIZING THE PURCHASE OF D-CELL LIGHTING FOR THE SCHARBAUER SPORTS COMPLEX FROM WHOLESALE ELECTRIC SUPPLY OF HOUSTON, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, AT A TOTAL COST OF $278,965.00; APPROVING $40,600.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution approving the purchase with Wholesale Electric Supply Company of Houston, Inc. through TIPS contract 240501 for the purchase of D-Cell lighting at Scharbauer Sports Complex for a cost of $278,965.00 plus $40,600.00 for project related expenses for a total cost of $320,765.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2024 Operating Budget of the Sports Complex Fund and will be appropriated to a project.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Staff recommends approving for the purchase of D-Cell lighting at Scharbauer Sports Complex

through TIPS contract 240501. 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. Please see the attached memo from Laurie Williams, Community Services Director, for more information.

Therefore, please consider a resolution approving the purchase with Wholesale Electric Supply Company of Houston, Inc. through TIPS contract 240501 for the purchase of D-Cell lighting at Scharbauer Sports Complex for a cost of $278,965.00 plus $40,600.00 for project related expenses for a total cost of $320,765.00.

Morris Williams Jr.

City Manager's Office

Scharbauer Sports Complex Division
Interoffice Memorandum

Date: August 19, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Parks and Recreation Director
Subject: Purchase of D Cell Lights at Scharbauer Sports Complex

The Parks and Recreation Department recommends the TIPS Purchasing Network purchase of D Cell Lights from Wholesale Electric Supply. The new fixtures will be LED lighting.

City staff has made ongoing repairs to the existing lights. At this time, replacement parts are no longer available. The new lights will be installed throughout Momentum and Astound Broadband Stadiums, as well as in the Diamond Club and the Coterra Energy Pavilion.

The TIPS price is $278,965 for the fixtures. An additional 15% is requested to cover other project related expenses. The total requested funding $320,765.00.

$320,765.00 is available in the Scharbauer Sports Complex FY 2024 Operating Budget 079620 in line item 54010, buildings and grounds. The work will not be completed by the end of the FY 2024 fiscal year, so the funds will be moved to a project.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE PURCHASE OF D-CELL LIGHTING FOR THE SCHARBAUER SPORTS COMPLEX FROM WHOLESALE ELECTRIC SUPPLY OF HOUSTON, INC., THROUGH THE INTERLOCAL PURCHASING SYSTEM, AT A TOTAL COST OF $278,965.00; APPROVING $40,600.00 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS

WHEREAS, The Interlocal Purchasing System ("*TIPS*") is a cooperative purchasing agency with which the City of Midland (the "*City*") participates with on purchases through a cooperative purchasing program in accordance with Tex. Loc. Gov't Code § 271.102; and ; and

WHEREAS, the Parks and Recreation Department has arranged for the purchase of D-Cell lighting for the Scharbauer Sports Complex from Wholesale Electric Supply of Houston, Inc., through TIPS, for a total cost of $278,965.00 as shown on the quote attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the price proposed by Wholesale Electric Supply of Houston, Inc., for said D-Cell lighting through TIPS to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of said D-Cell lighting from Wholesale Electric Supply of Houston, Inc., through TIPS; and

WHEREAS, the City Council finds it to be in the public interest to approve the sum of $40,600.00 for project related expenses;

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 execute such documents necessary to implement the purchase of said D-Cell lighting for the Scharbauer Sports Complex from Wholesale Electric Supply of Houston, Inc., at a total cost of $278,965.00.

SECTION TWO. That the sum of $40,600.00 for project related expenses is hereby

approved.

SECTION THREE. That funding shall be available in the FY2024 Operating Budget of the Sports Complex Fund and will be appropriated to a project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Wholesale Electric Supply of Houston, Inc., upon receipt of proper invoices or statements approved by the City Manager.

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., 2024, 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:

_____

John Ohnemiller, City Attorney

THE CITY OF MIDLAND

CONTRACT

Contract No. 24006430

THIS CONTRACT, effective the 28th day of August 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Wholesale Electric Supply Company of Houston Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 278,965.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of D-Cell lighting at the Scharbauer Sports Complex. 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 Laurie Williams 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 180 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 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.

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

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Wholesale Electric Supply Company of Houston 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 _____, 2024.

_____
Notary Public, State of

Wholesale Electric
www.wes-hou.com

WHOLESALE ELECTRIC SUPPLY
COMPANY OF HOUSTON, INC.
3909 S COUNTY RD 1290

ODESSA TX 79765
Phone: 432-253-3648
Fax:

Date : 08-15-2024

* * Q U O T A T I O N * *

QUOTE #: 0094-12346531

SALESMAN : WYLIE, CHRIS
Account Mgr : WYLIE, CHRIS

EMail: CWYLIE@WES-HOU.COM
EMail: CWYLIE@WES-HOU.COM

DATES: Received: 08-06-2024
Required: 08-06-2024
Expedite:

CUSTOMER Name: 2502619 - CITY OF MIDLAND
Contact: Phone: Email:
Order #: SPORTS COMPLEX D CELL REPLACEMENTS Req #: TIPS# 240501

TIPS Quote # 240501

We are pleased to quote the following Bill of Material per your specifications.

ITEM #	DESCRIPTION	QTY	PRICE	U/M	EXT PRICE	CUSTOMER TAG #
1	LA6031-CL-AM40W-T5-40K XXX ANP LANTERN PROD: BUYO	128.00	1649.0000	EA	211072.00	Cust: BUYO
2	WM3001 WALL MT ARM 17IN XXX WALL ARM PROD: BUYO	128.00	362.0000	EA	46336.00	Cust: BUYO
3	LA6031-CL-AM40W-T5-40K XXX POST MT LANTE PROD: BUYO	8.00	1649.0000	EA	13192.00	Cust: BUYO
4	OSAB24-M037-40K HANGING FIXTURE PROD: BUYO	7.00	1195.0000	EA	8365.00	Cust: BUYO

Items : 4 Tax : 0.00 Price : 278965.00
Deduct 0.00 NET 30 DAYS-FROM INVOICE DATE Total : 278965.00 USD

Freight Paid By :
Prices quoted are for quantities shown.
Variation of these quantities are subject to requote.
Items quoted are subject to prior sale.

Asterisk (*) denotes HELD item.

Prepared By: _____

Return goods subject to 25% restocking charge.
Special ordered merchandise subject to MFR. terms.

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 in five (5) original counterparts 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.

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

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

EXHIBIT D - Building Wage Rate rev 01/05/2024

"General Decision Number: TX20240261 01/05/2024

Superseded General Decision Number: TX20230261

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).

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 $17.20 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 2024.
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 $12.90 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 2024.

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.

Modification Number | Publication Date
0 | 01/05/2024

BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER	$ 37.00	24.64

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 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 27.51	8.13

PLUM0404-001 09/01/2022

	Rates	Fringes
PLUMBER	$ 28.64	10.65

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.

==========

** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 ($17.20) or 13658
($12.90). 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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

Wholesale Electric
www.wes-hou.com

WHOLESALE ELECTRIC SUPPLY
COMPANY OF HOUSTON, INC.
3909 S COUNTY RD 1290

ODESSA TX 79765
Phone: 432-253-3648
Fax:

Date : 08-15-2024 **QUOTATION** QUOTE #: 0094-12346531

SALESMAN : WYLIE, CHRIS EMail: CWYLIE@WES-HOU.COM DATES: Received: 08-06-2024
Account Mgr : WYLIE, CHRIS EMail: CWYLIE@WES-HOU.COM Required: 08-06-2024
Expedite:

CUSTOMER Name: 2502619 - CITY OF MIDLAND
Contact: Phone: Email:
Order #: SPORTS COMPLEX D CELL REPLACEMENTS Req #: TIPS# 240501

TIPS Quote # 240501

We are pleased to quote the following Bill of Material per your specifications.

ITEM #	DESCRIPTION	QTY	PRICE	U/M	EXT PRICE	CUSTOMER TAG #
1	LA6031-CL-AM40W-T5-40K XXX ANP LANTERN PROD: BUYO	128.00	1649.0000	EA	211072.00	Cust: BUYO
2	WM3001 WALL MT ARM 17IN XXX WALL ARM PROD: BUYO	128.00	362.0000	EA	46336.00	Cust: BUYO
3	LA6031-CL-AM40W-T5-40K XXX POST MT LANTE PROD: BUYO	8.00	1649.0000	EA	13192.00	Cust: BUYO
4	OSAB24-M037-40K HANGING FIXTURE PROD: BUYO	7.00	1195.0000	EA	8365.00	Cust: BUYO

Items : 4 Tax : 0.00 Price : 278965.00
Deduct 0.00 NET 30 DAYS-FROM INVOICE DATE Total : 278965.00 USD

Freight Paid By :
Prices quoted are for quantities shown.
Variation of these quantities are subject to requote.
Items quoted are subject to prior sale.

Asterisk (*) denotes HELD item.

Prepared By: _____

Return goods subject to 25% restocking charge.
Special ordered merchandise subject to MFR. terms.

City Council Meeting

Item Number: 6

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION RATIFYING THE PROCUREMENT OF CONSTRUCTION SERVICES FROM MIDESSA UNDERGROUND OF MIDLAND, TEXAS, FOR THE EMERGENCY REPAIR OF THE STORM DRAIN LOCATED IN SANTA ROSA DRIVE; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $103,355.36 (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Resolution ratifying the purchase and approving payment for the emergency storm drain repair at Santa Rosa Drive by Midessa Underground for a total cost of $103,355.36.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the FY2024 Operating Budget of the Drainage Fund.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Midessa Underground was called for emergency storm drain repair at Santa Rosa Drive. Midessa Underground performed the repair of a sinkhole on Santa Rosa Drive. Please see the attached memo from Abe Langston, Transportation Manager, for additional information.

Therefore, please consider a resolution ratifying the purchase and approving payment for the

emergency storm drain repair at Santa Rosa Drive by Midessa Underground for a total cost of $103,355.36.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Manager

SUBJECT: Santa Rosa Emergency Repair Justification Memo

DATE: August 13, 2024

CC:

In early July 2024, the City of Midland Transportation Division was alerted to a developing sinkhole on Santa Rosa Drive. Upon immediate inspection, it was determined that the sinkhole was accompanied by a significant depression in the paved surface of the road at 4509 Santa Rosa. These issues were located directly adjacent to two curb storm inlets on either side of the street.

The inspection revealed a small sinkhole and a large depression in the roadway surface. These were located near two curb storm inlets, raising immediate concerns about underlying structural integrity.

Further inspection focused on the 18-inch High-Density Polyethylene (HDPE) storm sewer pipe running from each of the storm inlets to the main trunkline. It was discovered that the pipe had been significantly stressed, resulting in multiple tears along the bottom half due to the shifting of the backfill material. The damage was catastrophic and beyond repair.

Given the severity of the situation, the road was closed immediately to ensure public safety. The extent of the damage necessitated the complete replacement of the affected storm sewer pipe. This was not a situation that could be addressed with temporary repairs; the structural integrity of the pipe and the safety of the roadway required a full replacement.

The presence of a sinkhole and a significant depression in the road surface posed an immediate risk to motorists and pedestrians. The failure of the storm sewer pipe could have led to further collapse, endangering lives and property.

Timely intervention was necessary to prevent the sinkhole from expanding and causing additional damage to the surrounding area, including utilities and adjacent properties. The road closure disrupted normal traffic flow and access for residents and emergency services. Prompt repair and restoration were essential to minimize inconvenience and ensure the resumption of normal services.

RESOLUTION NO. _____

RESOLUTION RATIFYING THE PROCUREMENT OF CONSTRUCTION SERVICES FROM MIDESSA UNDERGROUND OF MIDLAND, TEXAS, FOR THE EMERGENCY REPAIR OF THE STORM DRAIN LOCATED IN SANTA ROSA DRIVE; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $103,355.36

WHEREAS, a damaged storm drain pipe located in Santa Rosa Drive caused a small sinkhole and a large depression to develop in the surface of Santa Rosa Drive; and

WHEREAS, the City's Engineering Services Department determined that the repair of said storm drain (the "Emergency Repair") was necessary due to unforseen damage to public property and was of an emergency nature to preserve and protect the public health and safety of the residents of the City of Midland; and

WHEREAS, construction services have been procured from Midessa Underground of Midland, Texas ("Contractor"), for the Emergency Repair at a total cost not to exceed $103,355.36 as shown in the quote that is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds that the expenditure for the Emergency Repair is exempt from competitive bidding requirements because it is a procurement that is necessary due to unforseen damage to public property and is necessary to preserve and protect the public health and safety of the residents of the City of Midland; and

WHEREAS, the City Council finds it necessary to ratify and approve the procurement of the above-referenced construction services for the Emergency Repair from Contractor at a total cost not to exceed $103,355.36 and to authorize payment therefor;

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

SECTION ONE. That the recitals stated above are hereby adopted and approved for all purposes.

SECTION TWO. That the procurement of construction services for the Emergency

Repair from Contractor is hereby ratified and approved.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor for said construction services in an amount not to exceed $103,355.36 from funds available in the FY2024 Operating Budget of the Drainage Fund upon receipt of proper invoices or statements approved by the City Manager.

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., 2024, 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, Director of Engineering Services

Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

Midessa Underground

104 West Estes Avenue
Midland, TX 79701

Bill To
alangston@midlandtexas.gov

Progress Invoice

Date	Invoice #
8/9/2024	164

P.O. No.	Payment On Reciept
Emergency Repair	Emergency Storm Drain Repair at Frio and Santa Rosa

7/23/2024 - 8/8/2024

Item	Description	Inv Qty	Rate	Amount
Labor	Foreman	100	75.00	7,500.00
	Laborers	600	50.00	30,000.00
Equipment	Excavator	100	100.00	10,000.00
	Backhow	100	75.00	7,500.00
	Skid Steer	110	75.00	8,250.00
	Dump Truck	110	75.00	8,250.00
	Steel Drum Roller	10	75.00	750.00
Materials	Material	1	1.00	31,105.36

Subtotal	103,355.36
Sales Tax (8%)	0.00
Total	103,355.36
Payments	0.00
Balance Due	103,355.36

Phone Number	Email
Alex Nieto 432 803-7052	Midessa3@gmail.com

Midessa Underground

104 West Estes Avenue
Midland, TX 79701

Bill To
alangston@midlandtexas.gov

Progress Invoice

Date	Invoice #
8/9/2024	164

P.O. No.	Payment On Reciept
Emergency Repair	Emergency Storm Drain Repair at Frio and Santa Rosa

7/23/2024 - 8/8/2024

Item	Description	Inv Qty	Rate	Amount
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Equipment	Excavator	100	100.00	10,000.00
	Backhow	100	75.00	7,500.00
	Skid Steer	110	75.00	8,250.00
	Dump Truck	110	75.00	8,250.00
	Steel Drum Roller	10	75.00	750.00
Materials	Material	1	1.00	31,105.36

Subtotal	103,355.36
Sales Tax (8%)	0.00
Total	103,355.36
Payments	0.00
Balance Due	103,355.36

Phone Number	Email
Alex Nieto 432 803-7052	Midessa3@gmail.com

City Council Meeting

Item Number: 7

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE LANDFILL ACCESS ROAD PROJECT, SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS AND TO NEGOTIATE AN AGREEMENT FOR SAID WORK; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL. (DISTRICT: NONE) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Motion approving plans and specifications for the Landfill Access Road Project, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this motion, and authorizing the City Manager or the City Manager's designee to advertise a request for competitive sealed proposals for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications and to negotiate an agreement for said work; provided, however, that said agreement shall not become effective until approved by the City Council.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Sanitation Bond Fund and will be appropriated for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Please consider a motion approving plans and specifications for the Landfill Access Road Project, said plans and specifications being on file in the City Secretary's office referenced by the number and date of this motion, and authorizing the City Manager or the City Manager's designee to advertise a request for competitive sealed proposals for said project pursuant to the statutes of the State of Texas for accomplishing the work set forth in said plans and specifications and to negotiate an agreement for said work; provided, however, that said agreement shall not become effective until approved by the City Council.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: **Erika Munoz, Purchasing Manager**

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Request to go out for bids for the Landfill Access Road Project**

DATE: **August 27, 2024**

I am requesting the approval to go out for the request for bids for the construction of the Landfill Access Road project. Plans and specifications are provided from the professional services agreement with Parkhill for the design and construction documents for the Landfill Access Road construction.

Due to the extreme deteriorating condition of the entrance road to the City of Midland Landfill, Solid Waste believes it is necessary to construct a new entrance road to better serve our customers. A new entrance road is necessary for a safe entry and exit to the Landfill.

Estimated project costs:

- Construction Estimated cost - $4,500,000.00

Solid Waste is seeking council approval to go out for bids for the Landfill Access Road Project for a projected cost of $4,500,00.00

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

Midland Landfill Access Road Reconstruction

Midland, Texas

August | 2024

Parkhill Project # 01622522

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

Midland Landfill Access Road Reconstruction

Midland, Texas

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
SANDRA N. GUTIERREZ
141365
LICENSED PROFESSIONAL ENGINEER
Sandra N. Gutierrez
08/15/2024

August | 2024

Parkhill Project # 01622522

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TECHNICAL SPECIFICATIONS

Technical Specifications adopted by the Texas Department of Transportation (TxDOT) November 1, 2014 and titled "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" shall govern this Project, except where superseded in the Plans and Contract Documents. This Specification book may be purchased from TxDOT or downloaded at: http://www.txdot.gov/business/resources/txdot-specifications.html. For this Project, any reference within the Specification book to "Department," "Engineer," or "Owner" should be interpreted as City of Midland, Texas authorized staff, or their representatives.

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

CITY OF MIDLAND
MIDLAND, TEXAS
MIDLAND LANDFILL ACCESS ROAD RECONSTRUCTION

GENERAL NOTICE

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

Midland Landfill Access Road Reconstruction
01622522

Bids for construction of the Project will be received at City Hall located at 300 North Loraine, Midland, Texas 79701 until Wednesday, September 25, 2024, at 2:00 p.m., local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Reconstructing the existing asphalt pavement, approximately 11,000 square yards, along South CR 1110 (Landfill Access Road) off of SH 158. Project limits are approximately 0.8 miles. This Project includes widening the existing 2-lane road to a 3-lane road for approximately 800 feet. Work includes replacing chain-link fence and a mechanical operated gate, driveway reconstruction, earthwork, pavement markings and signage, seeding, and erosion control. Refer to the Bid Form for the proposed pavement section.

OBTAINING THE BIDDING DOCUMENTS

General Project information can be found at the following webiste:

https://parkhill.com/projects-for-bid/

1. Prospective Bidders are urged to register as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. Only Prospective Bidders who obtain Bid Documents through Parkhill will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.
2. No partial sets will be issued.
3. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Information and Bidding Documents for the Project can be found at the following designated website:

https://www.civcastusa.com/

Select BROWSE BIDS in upper right corner; search for the Project using the filters.
To register as a Plan Holder, please access the CivCast website.

The designated website will be updated periodically with Addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website.

The Issuing Parkhill Office for the Bidding Documents is:

1700 West Wall, Suite 100, Midland, Texas 79701, 432.697.1447.

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office during normal business hours (call Issuing Office to verify normal business hours) and may obtain copies of the Bidding Documents as described above.

PRE-BID CONFERENCE
A pre-bid conference for the Project will be held virtually on Wednesday, September 11, 2024, at 10:00 a.m., local time**.** Attendance at the pre-bid conference is encouraged but not required.

INSTRUCTIONS TO BIDDERS
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.

Written questions are encouraged and will be accepted until Friday, September 13, 2024, at 5:00 p.m., local time. All questions must be asked via CivCast. Any answers that are provided will be uploaded to CivCast and available to all registered Plan Holders on the designated website.

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 in five (5) original counterparts 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

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, 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 submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas

IN WITNESS THEREOF, 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

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

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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

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)(2)-(60).

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 $15.00 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 2022.
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 $11.25 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 2022.

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 https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

2 08/05/2022

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER	$ 29.47	24.10

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 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 26.76	7.88

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER	$ 26.05	8.81

* 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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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

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)(2)-(60).

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 $15.00 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 2022.
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 $11.25 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 2022.

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 https://www.dol.gov/agencies/whd/government-contracts.

Modification Number 0 | Publication Date 01/07/2022

1 02/25/2022

* 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.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

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

PACKET 7-28

Signature of vendor doing business with the governmental entity

August 27, 2024

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.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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: _____

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.

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.

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.

THE CITY OF MIDLAND

CONTRACT

Contract No.

THIS CONTRACT, effective the ____day of _____ 20____, by and between the City of Midland, hereinafter referred to as "CITY", and _____, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ _____ DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for _____. 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 _____ 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 _____ 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; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. 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 CITY or the CITY'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. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **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.

19. 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.

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. **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.

22. **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.

23. **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**.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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 and 2274.002 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 ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

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

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

_____
Notary Public, State of

SECTION 00 41 00 - BID FORM

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
300 N. Loraine
Midland, Texas 79701

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—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

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

Item No.	TxDOT No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid: 3" TY C HMAC, 6" TY B HMAC, 13" Flexible Base, 9" Compacted Subgrade						
1	500	MOBILIZATION	LS	1	$	$
2	100	PREPARING RIGHT-OF-WAY	STA	41	$	$
3	105	REMOVING STAB BASE AND ASPH PAV (6"-8")	SY	10,587	$	$
4	110	EXCAVATION (ROADWAY)	CY	6,844	$	$
5	132	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	109	$	$
6	132	SUBGRADE PREPARATION (9")	SY	14,466	$	$

Item No.	TxDOT No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
7	247	FL BS (CMP IN PLC)(TY D)(GR 1-2)(13")	SY	13,747	$	$
8	247	FL BS (CMP IN PLC)(TY A)(GR 2)(8")	SY	500	$	$
9	247	FL BS (CMP IN PLC)(TY A)(GR 2)(6")	SY	718	$	$
10	275	CEMENT	TON	8	$	$
11	275	CEMENT TREAT (NEW BASE)(6")	SY	718	$	$
12	310	PRIME COAT (MC-30)	GAL	2,749	$	$
13	316	ASPH (CRS-2)	GAL	539	$	$
14	316	AGGR (TY-B GR-3)	CY	9	$	$
15	316	AGGR (TY-B GR-4)	CY	6	$	$
16	360	CONC PAVT (11")	SY	718	$	$
17	SS3076	D-GR HMA (TY B)(6")(PG 64-22)	TON	4,250	$	$
18	3077	TACK COAT	GAL	1,925	$	$
19	SS3077	SUPERPAVE (TY C)(3")(PG 76-22)	TON	2,070	$	$
20	508	CONSTRUCTING DETOURS	SY	2,051	$	$
21	529	CONCRETE CURB (RIBBON)	LF	403	$	$
22	530	DRIVEWAYS (SURF TREAT)	SY	500	$	$
23	SS3076	D-GR HMA (TY D)(1")(PG 64-22)	TON	4	$	$
24	502	BARRICADES AND TRAFFIC CONTROL	MO	4	$	$
25	506	BIODEG EROSN CONT LOGS (INSTALL)	LF	285	$	$
26	506	BIODEG EROSN CONT LOGS (REMOVE)	LF	285	$	$
27	506	TEMP SEDMT CONT FENCE (INSTALL)	LF	379	$	$
28	506	TEMP SEDMT CONT FENCE (REMOVE)	LF	379	$	$
29	506	CONSTRUCTION EXIT (INSTALL)	SY	111	$	$
30	506	CONSTRUCTION EXIT (REMOVE)	SY	111	$	$
31	550	CHAIN LINK FENCE (REMOVE)(8')	LF	848	$	$
32	550	CHAIN LINK FENCE (INSTALL)(8')	LF	410	$	$
33	550	CHAIN LINK FENCE GATE (REMOVE)(8')	EA	1	$	$
34	550	CHAIN LINK FENCE GATE (INSTALL)(8')	EA	1	$	$
35	N/A	REMOVE AND INSTALL NEW MECHANICAL GATE	LS	1	$	$
36	N/A	ELECTRICAL WORK	LS	1	$	$
37	644	REMOVE SMALL ROADSIDE SIGN ASSEMBLY	EA	4	$	$
38	644	SMALL ROADSIDE SIGN ASSEMBLY	EA	5	$	$
39	666	REFL PAV MRK (TY II)(Y)(SLD)(6")	LF	7,992	$	$

Item No.	TxDOT No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
40	666	REFL PAV MRK (TY II)(W)(SLD)(6")	LF	8,156	$	$
41	666	REFL PAV MRK (TY II)(Y)(SLD)(8")	LF	178	$	$
42	666	REFL PAV MRK (TY II)(W)(SLD)(8")	LF	1,068	$	$
43	666	REFL PAV MRK (TY II)(W)(SLD)(24")	LF	24	$	$
44	6001	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	$	$
45	6185	TRUCK MOUNTED ATTENUATOR (TMA)	DAY	2	$	$
					Total Base Bid	$

Bid Item No.	TxDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extension
Additive Alternate: Concrete Curb Ribbon (ADDITIONAL QUANTITY ONLY)						
1A	500	MOBILIZATION ADJUSTMENT	LS	1	$	$
4A	110	EXCAVATION (ROADWAY)	CY	-422	$	$
5A	132	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	188	$	$
7A	247	FL BS (CMP IN PLC)(TY D)(GR 1-2)(13")	SY	-890	$	$
12A	310	PRIME COAT (MC-30)	GAL	-178	$	$
17A	SS3076	D-GR HMA (TY B)(6")(PG 64-22)	TON	-7	$	$
19A	SS3077	SUPERPAVE (TY C)(3")(PG 76-22)	TON	51	$	$
21A	529	CONCRETE CURB (RIBBON)	LF	8,016	$	$
					Total Additive Alternate	$

Bid Item No.	TxDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extension
Pavement Alternate: 11" JRCP, 1" TY D HMAC, 6" Cement Treated Flexible Base, 9" Compacted Subgrade (ADDITIONAL QUANTITY ONLY)						
1B	500	MOBILIZATION ADJUSTMENT	LS	1	$	$
4B	110	EXCAVATION (ROADWAY)	CY	-2,127	$	$
5B	132	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	180	$	$
6B	132	SUBGRADE PREPARATION (9")	SY	-2,242	$	$
7B	247	FL BS (CMP IN PLC)(TY D)(GR 1-2)(13")	SY	-13,747	$	$
9B	247	FL BS (CMP IN PLC)(TY D)(GR 1-2)(6")	SY	12,224	$	$
10B	275	CEMENT	TON	132	$	$
11B	275	CEMENT TREAT (NEW BASE)(6")	SY	12,224	$	$
12B	310	PRIME COAT (MC-30)	GAL	-2,749	$	$
16B	360	CONC PAVT (11")	SY	12,224	$	$

Bid Item No.	TxDOT Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extension
17B	SS3076	D-GR HMA (TY B)(6")(PG 64-22)	TON	-4,250	$	$
19B	SS3077	SUPERPAVE (TY C)(3")(PG 76-22)	TON	-2,070	$	$
24B	502	BARRICADES AND TRAFFIC CONTROL	MO	4	$	$
23B	SS3076	D-GR HMA (TY D)(1")(PG 64-22)	TON	672	$	$
					Total Pavement Alternate	$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

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 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:

Addendum Number	Addendum Date

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 Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of 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 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.
6. 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.
7. 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 Bidder.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

_____

[typed or printed name of organization]

By: _____

[individual's signature]

Name: _____

[typed or printed]

Title: _____

[typed or printed]

Date: _____

[typed or printed]

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____

[individual's signature]

Name: _____

[typed or printed]

Title: _____

[typed or printed]

Date: _____

[typed or printed]

Address for giving notices:

_____

_____

Bidder's Contact:

Name: _____

[typed or printed]

Title: _____

[typed or printed]

Phone: _____

Email: _____

Address:

_____

_____

_____

Bidder's Contractor License No.: (if applicable) _____

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Contractor use of site and premises.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Owner: City of Midland.
B. Identification: Midland Landfill Access Road Reconstruction.
C. Location: Midland, Texas.
D. Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Reconstructing the existing asphalt pavement, approx. 11,000 SY, along S CR 1110 (Landfill Access Road) off of SH 158. Project limits are approximately 0.8 miles. This Project includes widening the existing 2-lane road to a 3-lane road for approx. 800 feet. Work includes replacing chain-link fence and a mechanical operated gate, driveway reconstruction, earthwork, pavement markings and signage, seeding, and erosion control. Refer to the Bid Form for the proposed pavement section.

1.3 CONTRACTOR USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Public access for ingress and egress.
B. Construction operations: Limited to areas noted on Drawings.
C. Time restrictions for performing Work:
   1. Work may commence between the hours of 7:00 A.M. to 7:00 P.M., Monday through Saturday, unless otherwise approved in advance and in writing by Owner.
   2. Pre-identified adverse weather days.
D. Utility outages and shutdowns.
   1. Coordinate and schedule utility outages/shutdown.
   2. Schedule at least 1 week before outage/shutdown.
   3. Submit outage/shutdown request to Engineer itemizing dates, times, and durations of early requested outage/shutdown.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Application for Payment.
   2. Change Procedures.
   3. Measurement and payment - unit prices.
   4. Alternates.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 APPLICATIONS FOR PAYMENT

A. Submit application on Contractor-standard form, approved by Engineer.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Payment Period: As defined in Owner-Contractor Agreement.
D. Complete Application for Payment includes construction progress schedule and submittal schedule, all required to process Application for Payment.

1.3 CHANGE PROCEDURES

A. Submittals: Submit name of person authorized to receive change documents and responsible for informing others in Contractor's employ or subcontractors of changes to Work.
B. Carefully study and compare Contract Documents before proceeding with fabricating and installing Work. Promptly advise Engineer of any error, inconsistency, omission, or apparent discrepancy.
C. Requests for Information (RFI) and Clarifications: Allot time in construction scheduling for liaison with Engineer. Establish procedures for handling queries and clarifications.
   1. Use Contractor-standard RFI for requesting information.
   2. Engineer may respond with a direct answer on RFI form through Newforma.
D. Engineer will advise of minor changes in the Work not involving adjustment to Contract Price or Time by issuing supplemental instructions through Newforma.
E. Engineer may issue a change order through Newforma, including a detailed description of proposed change with supplementary or revised Drawings and Specifications for executing change. Contractor will prepare and submit proposed change in Contractor Price and/or Time within 7 days.
F. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change, and its full effect on Work. Include a statement describing reason for change, effect on Contract Price and Time, with full documentation.
G. Unit Price Change Order: For Contract unit prices and quantities, Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units not predetermined, execute Work as recommended by Engineer and accepted by Owner and Contractor.
H. Work Directive Change: Engineer may issue directive on signed by Owner, instructing Contractor to proceed with change in Work, for subsequent inclusion in Change Order. Document will describe changes in Work and designate method of determining any change in Contract Price or Time. Promptly execute change.
I. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.

J. Change Order Forms: Engineer provided.
K. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
L. Correlation of Contractor Submittals:
    1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Price.
    2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by change, and resubmit.
    3. Promptly enter changes in Record Documents.

1.4 UNIT PRICES

A. Authority: Measurement methods delineated in Section 01 22 00 "Measurement and Payment."
B. Take measurements and compute quantities. Engineer to verify.
C. Unit Quantities: Quantities and measurements indicated in Bid Form are for Contract purposes only. Quantities and measurements supplied or placed in Work determine payment. When actual Work requires more or fewer quantities than those indicated, provide required quantities at contracted unit prices.
D. Payment Includes:
    1. Full compensation for required labor, products, tools, equipment, plant, transportation, services, and incidentals;
    2. Erection, application, or installation of Work item;
    3. Overhead and profit.
E. Final payment for Work governed by unit prices will be made based on actual measurements and quantities accepted by Engineer multiplied by unit price for Work incorporated in or made necessary by Work.

1.5 ALTERNATES

A. Owner will review and accept/reject Alternates quoted on Bid Form. Accepted Alternates are identified in Owner-Contractor Agreement as accepted.
B. Coordinate related Work and modify surrounding Work as required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 22 00 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Unit price items.
   3. Lump sum items.

B. Related Requirements:
   1. Section 00 41 00 "Bid Form."
   2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Cost of Work or materials shown on Drawings or called for in Specifications and on which no separate payment is made, included in Bid prices on various items.

B. Roadway Bid Items:
   1. Quantities listed in Section 00 41 00 “Bid Form,” are estimated to compare bids.
   2. Payment for each item will be made for the actual Work measured in the field, or per Plans quantity, as specified in the applicable item.
   3. For all Roadway Bid Items, refer to applicable TxDOT Specification for measurement and payment method.

C. Mechanical Gate:
   1. Measurement and payment, and specification are provided in this document.

1.3 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all Work and material for installing unit price item as specified.

C. Measurement made in units shown on Section 00 41 00 "Bid Form."

1.4 LUMP SUM ITEMS

A. For all Roadway Bid Items, refer to applicable TxDOT Specification for measurement and payment method.

1.5 MECHANICAL GATE

A. Measurement and payment shall be on a lump sum basis.

B. Payment made for the lump sum price as indicated on Bid schedule and will be compensated in full for all labor, materials, equipment, and incidentals required to remove, furnish, and install the mechanical fence, operator, keypads, and key pad foundation and accessories.

C. Included in the cost shall be coordination with Owner, other construction trades, and Engineer for completion of this Work, equipment start/up and testing, and extended warranties as specified. Payment for this item is furnishing all material, labor, equipment, and tools required for complete installation of the items included under this Bid item.

1.6 ELECTRICAL WORK

A. Measurement and payment shall be on a lump sum basis.
B. Payment made for the lump sum price as indicated on Bid schedule and will be compensated in full for all labor, materials, equipment, and incidentals required to furnish and install breakers, power conduit, power conductors, trenching and backfill and related appurtenances as indicated and detailed within Project documents.
C. Included in the cost shall be coordination with Owner, authorities having jurisdiction, other construction trades, and Engineer for completion of this Work, equipment start/up and testing, and extended warranties as specified. Payment for this item is furnishing all material, labor, equipment, and tools required for complete installation of the items included under this Bid item.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality assurance.
   2. Product options.
   3. Product substitution procedures.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.

C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless Owner accepts substitution and approves in writing.

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 "Product Requirements."

1.4 PRODUCT SUBSTITUTION PROCEDURES

A. Engineer will consider requests for substitutions only within 30 days after date established in Notice to Proceed.

B. Substitutions may be considered when product becomes unavailable through no fault of Contractor.

C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
   1. Manufacturer name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
   2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
   3. Reference to Article numbers in Specifications.
   4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
   5. Changes required in other Work.
   6. Availability of maintenance service and source of replacement parts, as applicable.
   7. Certified test data to show compliance with performance characteristics specified.
   8. Samples when applicable or requested.
   9. Other information as necessary to assist Engineer's evaluation.

D. A request constitutes a representation Contractor:
   1. Investigated proposed product and determined it meets/exceeds quality level of specified product.
   2. Will provide same warranty for substitution as specified product.
   3. Will coordinate installation and make changes to other Work required for Work to complete with no additional cost to Owner.
   4. Waives claims for additional costs/time extension that subsequently become apparent.
   5. Will coordinate installation of accepted substitute, making required changes for Work to complete in all respects.
   6. Will reimburse Owner for review/redesign services associated with reapproval by authorities having jurisdiction.

E. Substitutions not considered when indicated/implied on Shop Drawing or Product Data submittals without separate written request or acceptance requires revision to Contract Documents.

F. Substitution Submittal Procedure:
   1. Submit requests for substitutions on Contractor-standard or Engineer-provided form.
   2. Submit electronic files to Project website of Request for Substitution for consideration. Limit each request to one proposed substitution.
   3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on Contractor.
   4. Engineer will notify Contractor in writing of decision to accept/reject request.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Information Management.
   2. Coordination.
   3. Preconstruction meeting.
   4. Electronic Drawing file (digital data) request.
   5. Request for information.
   6. Progress meetings.
   7. Preinstallation meetings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
   1. Use Newforma Info Exchange at https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Engineer to set up username and password information.
   3. If Project is not listed when logged in, contact Engineer to add Project to your account.

B. Project information includes, but is not limited to:
   1. Edit to coordinate with Project information choice.
   2. Product Submittals.
   3. Requests for Information (RFI).
   4. Applications for Payment.
   5. Schedules.
   6. Construction Change Requests (CCRs).
   7. Close-out Documents.
   8. Construction Document Files.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.

B. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.

C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

1.4 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice to Proceed.
B. Attendance Required:
    1. Owner.
    2. Engineer.
    3. Contractor.
C. Agenda:
    1. Distribute Contract Documents.
    2. Submit lists of subcontractors and products, Schedule of Values, submittal schedule, and progress schedule.
    3. Designate personnel representing each party in Contract and Engineer.
    4. Procedures and processing field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
    5. Review Notice to Proceed and Substantial/Final Completion Dates.
    6. Workmen's identification and background checks.
    7. Stormwater Pollution and Prevention Plan (SWPPP), if necessary.
    8. Scheduling:
        a. Temporary utilities provided by Owner.
        b. Security and housekeeping procedures.
        c. Construction progress meetings.
        d. Procedures for testing.
        e. Procedures for maintaining record documents.
        f. Inspection and acceptance of equipment put into service during construction.
    9. Scheduling activities of Construction Material Testing lab, geotechnical Engineer.
D. Engineer shall record minutes and distribute copies to participants.

1.5 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. During Procurement Phase:
    1. Bidders and Proposers may purchase a Digital Data file. Digital Data file will be provided in software release currently used by Engineer. File will be provided via Engineer’s Project website.
    2. Revit® BIM Model files (.RVT) are available for purchase from Engineer upon request. Cost of model files are $150.00 for each model plus applicable tax. All details, detail annotation, and reference are omitted and not part of the Model file.
    3. Prior to delivery of file(s), purchaser shall sign a Digital Data Licensing Agreement. Payment for Digital Data file(s) shall occur upon delivery of file to purchaser.
    4. Digital Data file(s) shall be used only for preparing Bids and Proposals required by this Project not used in any other form, in whole or in part.

B. Upon Award of Contract:

1. At pre-construction meeting, Contractor shall bring the executed Digital Data Licensing Agreement (AIA C106-2022) at the end of this Section for release of electronic files. Upon Contractor submitting the executed Agreement to Engineer, Engineer will provide Contractor one electronic copy of the Revit® BIM Model file(s), AutoCAD (.DWG) file(s), when Revit® BIM Model file is not available, and Portable Document Format (.PDF) file(s) at no charge within five working days. Note that CAD files associated with the Work can be accessed and exported from the Revit® BIM Model provided to Contractor through Revit® software; therefore, Engineer will not provide individual CAD files. Files and Formats to be as followed:
   a. Civil Overall master file in AutoCAD format.
      1) Overall Site Plan with utility and grading information.
      2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.
   b. Landscape: Overall master file in AutoCAD format.
      1) Overall Site Plan with grading, flatwork, irrigation, and planting plans.
      2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.
   c. Structural: Revit® BIM Model and associated working plans views.
      1) Overall Site Plan with utility and grading information.
      2) All details, detail annotation, and reference are omitted and not part of the AutoCAD file.
   d. Architectural/Interior: Revit® BIM Model and associated working plan views.
      1) Plan views contain overall and enlarged section plan view set-up of floor plans, floor patterns, reflected ceilings, and roof plans only. All plan views contain grids, dimensions, room names, and general annotation.
      2) Reflected Ceiling Plans contain ceilings grids and types only. Lighting and mechanical are provided as part of the MEP Model.
      3) Roof Plans contain grids and general annotation only. Mechanical is provided as part of the MEP Model.
      4) Interior and exterior elevations and schedules.
      5) Finish plans and finish schedules.
      6) All details, details annotation, and references are omitted and not part of the model life.
   e. Mechanical, Electrical, and Plumbing: Revit® BIM Model and associated working plan views.
      1) Plan views contain overall and enlarged plan section view set-up of mechanical, electrical lighting, electrical power, and plumbing plans only.
      2) All details, detail annotation, and references are omitted and not part of the model file.
   f. Other Disciplines: Revit® BIM Model and associated working plan views.
      1) Plan views contain overall and enlarged plan section view set-up showing all device locations and general annotation.
      2) All details, detail annotation and references are omitted and not part of the model file.

2. Revit® BIM Model file provided to Contractor is NOT FOR CONSTRUCTION PURPOSES, but convenience only. This BIM Model will consist of the original model utilized for base bid. It is Contractor responsibility to coordinate all accepted alternated, addenda, RFI, Proposal Request, and any other changes realized during procurement and construction phases. Engineer will not provide up-to-date Contract Documents or update BIM Models to Contractor unless otherwise stated within the Owner/Engineer Agreement.
3. Conformed Construction Documents: If required by Owner/Engineer Agreement, they will be provided in PDF. Conformed Construction Documents are Drawings and Specifications modified to include any Addenda issued before execution of the Contract.
    a. To the extent Conformed Construction Documents are provided to Contractor, the following provisions shall apply:
        1) Conformed Construction Documents and related information contained therein, are provided for Contractor's convenience only, and does not relieve Contractor from Contract Document requirements. Specifically, to the extent that any discrepancy or conflict exist between Issue for Bid documents, including any Addenda issued prior to execution of Contact or Modifications issued after execution of Contact on the one hand, and Conformed Construction Documents on the other; Issue for Bid documents Addenda, and Modifications shall control unless otherwise specified in writing by Engineer.
        2) Contractor shall not use such Drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project, in preparation of Shop Drawings and other submittals.
        3) Contractor acknowledges that such Drawings, documents, or other data obtained prior to use by them for any purpose.
        4) Any Conformed Construction Documents, including any Drawings Specifications, documents, or other data related thereto, are provided "as is" without representation or warranty by Engineer, either expressed or implied.
        5) Contractor acknowledges that Conformed Construction Documents provide by Engineer are as courtesy to Contractor, at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY ENGINEER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.6 REQUEST FOR INFORMATION (RFI)

A. RFI requests from subcontractors or material suppliers will not be considered.
B. Information indicated on RFI shall be complete before submission. If Engineer determines request can be answered with information provided, Engineer will assign RFI tracking number. If Engineer determines request is not an RFI, request will be returned to Contractor electronically and deleted from Engineer's electronic tracking software without assigning an RFI tracking number. A transmittal document returning denied RFI request will be provided with a response indicating action to be taken by Contractor.
C. RFIs may contain more than one item when items are related. Otherwise, only one item shall be addressed on each RFI request.
D. Allow seven days for Engineer's response to each RFI.
E. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
F. Responses from Engineer are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."
G. A sample RFI Form is attached at the end of this Section. Contractor will be provided a blank form for its use.

1.7 PROGRESS MEETINGS

A. Schedule and administer as necessary meetings throughout Work progress, at minimum.
B. Engineer will Arrange meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required:
    1. Owner.
    2. Job superintendent.
    3. Major subcontractors.
    4. Suppliers.
    5. Engineer.
D. Agenda:
    1. Review minutes of previous meetings.
    2. Review Work progress.
    3. Field observations, problems, and decisions.
    4. Identify problems which impede planned progress.
    5. Review submittal schedule and status of submittals.
    6. Review RFI log.
    7. Maintenance of progress schedule.
    8. Corrective measures to regain projected schedules.
    9. Planned progress during succeeding Work period.
    10. Coordinate projected progress.
    11. Maintenance of quality and work standards.
    12. Effect of proposed changes on progress schedule and coordination.
    13. Testing.
    14. Other business relating to Work.
E. Record minutes and distribute copies within 5 days to Engineer, participants, and those affected by decisions made.

1.8 PREINSTALLATION MEETING

A. When required in individual Specifications, convene a preinstallation meeting at site before installing Work.
B. Require attendance of parties directly affecting, or affected by, Work.
C. Notify Engineer 7 days in advance of meeting date.
D. Prepare agenda and preside at meeting.
    1. Review conditions of installation, preparation, and installation procedures.
    2. Review coordination with related work.
E. Record minutes and distribute copies within 5 days after meeting to participants and copy Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

Parkhill

RFI No. _____

TO:	**Parkhill**
FROM:	
SUBMITTED BY:	
PROJECT NAME:	
PARKHILL PROJECT NO.:	

* Items to be completed by Contractor before submittal to Parkhill for review. RFI form must be fully completed for Parkhill to respond.

Issue Date:		***Requested Reply Date:**	

***RFI DESCRIPTION:** *(Fully describe the question or type of information requested. Provide photos and/or sketches as applicable to help with the description. Additional pages may be attached, if needed.)*

***REFERENCES/ATTACHMENTS:** *(List specific documents researched when seeking the information requested.)*

Specifications	Drawings	Other

**Disciplines involved (select one or more):*

☐Architect ☐Civil ☐Landscape Architect ☐Interior Designer ☐Structural ☐Mechanical ☐Plumbing
☐Electrical ☐List Other_____

***CONTRACTOR'S PROPOSED SOLUTION:** *(If RFI concerns a site or construction condition, the sender shall provide a recommended solution, including cost and/or schedule considerations before Parkhill can respond. The proposal solution shall consist of a revised text, sketches, drawings, etc. as applicable to a full and complete explanation.)*

RESPONSE: *(Provide answer to RFI, including cost and/or schedule considerations, revised text, sketches, drawings, etc. as applicable to fully explain response. Additional pages may be attached, if needed.)*

Response by:_____ ☐ Attachments:

Copies: ☐ Owner ☐ Consultants

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Construction Change Request must be executed in accordance with the Contract Documents.

AIA® Document C106™ – 2022

Digital Data Licensing Agreement

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

for the following Project:
(Name and location or address of the Project)

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

[Revit Models (.rvt files)]
[AutoCAD (.dwg files)]
[Portable Document Format (.pdf)]

The Transmitting Party and Receiving Party agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 LICENSE CONDITIONS

4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

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ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.

(Paragraph deleted)

[X] **§ 3.1.1** The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

(Paragraphs deleted)

§ 3.1.1.1 This Digital Data is part of the Transmitting Party's Instruments of Service and shall not be used by Receiving Party or anyone else receiving this data through or from the Receiving Party for any purpose other than as a convenience in the preparation of bid submittals, shop drawings, coordination drawings, construction phase submittals, and field layout and staking required by the Owner for the exclusive use of the referenced Project. Any use or reuse by the Receiving Party or by others will be at the Receiving Party's sole risk and without liability or legal exposure to Transmitting Party. The Receiving Party agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Transmitting Party, its officers, directors, employees, or subconsultants that may arise out of or in connection with Receiving Party's use of this Digital Data.

§ 3.1.1.2 No representation as to the compatibility of this Digital Data with Receiving Party's hardware or software is provided.

§ 3.1.1.3 This Digital Data is not a Construction Document. Differences may exist between this Digital Data and corresponding two-dimensional hard-copy Construction Document. The Transmitting Party makes no representation regarding the accuracy or completeness of the Digital Data the Receiving Party receives. In the event that a conflict arises between the signed/sealed two-dimensional hard-copy Construction Document prepared by Transmitting Party and the Digital Data, the signed/sealed two-dimensional hard-copy Construction Document shall govern. The Receiving Party is responsible for determining if any conflict exists. By the Receiving Party's use of this Digital Data, Receiving Party is not relieved of their duty to fully comply with the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, field measurements, verify field conditions and coordination of work with that of other contractors for the Project.

§ 3.1.1.4 Because information presented in the Digital Data can be modified, unintentionally or otherwise, the Transmitting Party reserves the right to remove all indicia of ownership and/or involvement from each Digital Data.

§ 3.1.1.5 Under no circumstances shall delivery of this Digital Data for use by the Receiving Party be deemed a sale of document ownership by Transmitting Party, and no warranties, either express or implied, of merchantability or fitness for any particular purpose is made. In no event shall the Transmitting Party be liable for any loss of profit or any consequential damages as a result of the Receiving Party's use or reuse of this Digital Data.

§ 3.1.1.6 The Digital Data file does not necessarily contain all the information that is required to produce finished Construction Documents. Because of this, there may be data within the Digital Data that is missing, incomplete or even contradictory to the information provided in the final two dimensional Construction Documents.

§ 3.1.1.7 Professional judgment will need to be used by the Receiving Party, along with reasonable expectations and interpretations in order to use the Digital Data for its intended purpose. Should the Transmitting Party provide revised and updated copies of the Digital Data to the Receiving Party throughout the Project, all terms and conditions of this agreement will be applicable and unchanged for all subsequent transmissions of the Digital Data

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ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

N/A

PARKHILL	**[RECEIVING PARTY]**
TRANSMITTING PARTY *(Signature)*	**RECEIVING PARTY** *(Signature)*
(Printed name and title)	*(Printed name and title)*

SAMPLE

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SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittals.
   2. Gantt chart schedules.
   3. Review and evaluation.
   4. Updating schedules.
   5. Distribution.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Submit initial progress schedule for Engineer review within 15 days after established Notice to Proceed date.

B. Schedule Updates:
   1. Submit with each Application for Payment.
   2. Projected and actual percent of completion.
   3. Completion progress by listed activity and subactivity, to within 5 working days prior to submittal.
   4. Changes in Work scope and activities modified since submittal.
   5. Delays in submittals or resubmittals, deliveries, or Work.
   6. Adjusted or modified sequences of Work.
   7. Other identifiable changes.
   8. Revised projections of progress and completion.

C. Narrative Progress Report:
   1. Submit with each Application for Payment.
   2. Summary of Work completed during past period between reports.
   3. Work planned during next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

1.3 GANTT CHART SCHEDULES

A. Format Gantt chart Schedule, to include at least:
   1. Identification and listing, in chronological order, activities reasonably required to complete Work, including:
      a. Subcontract Work.
      b. Move-in and other preliminary activities.
      c. Project closeout and cleanup.
      d. Work sequences, constraints, and milestones.
   2. Listings identified by Specification Section number.

3. Identification of:
    a. Horizontal time frame by year, month, and week.
    b. Duration, early start, and completion for each activity and subactivity.
    c. Critical activities and Project float.
    d. Sub-schedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Engineer at each Progress Meeting or Application for Payment submittals.
B. Evaluate Project status to determine Work behind and ahead of schedule.
C. After review, revise schedules incorporating results of review, and resubmit within 10 days.

1.5 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
D. Upon approval of Change Order, include change in next schedule submittal.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and effect including effects of changes on schedules of separate contractors.

1.6 DISTRIBUTION

A. Following joint review, distribute copies to subcontractors, suppliers, Engineer, Owner, and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Proposed products list.
   4. Requirements for complete Shop Drawings.
   5. Product data.
   6. Samples.
   7. Test reports.
   8. Manufacturer instructions.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

A. Submit to Engineer for review to check for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor name, address, and phone number. Each submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractor’s sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number appropriate to submittal.

G. Apply Contractor's stamp, signed or initialed certifying review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is per requirements of Work and Contract Documents.

H. Schedule submittals to expedite Project and deliver to Engineer. Coordinate submission of related items.

I. For each submittal for review, allow 10 working days excluding delivery time to and from Contractor.

J. Identify variations from Contract Documents and product or system limitations detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on submittals by Contractor shall be in blue or green colors only.

K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

L. Unrequested Submittals will not be recognized or processed.

M. Format:
   1. Submit all submittals digitally using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for same submittal will not be accepted.
   2. Submittals in any other format, including ZIP files, will be rejected.
   3. Hard copies not accepted.
   4. To ensure each page is legible, PDF pages of Drawings shall be same size/scale as hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
   5. Upload submittals to Project website.

N. Submittal procedures described herein apply to construction progress schedule, products list, Shop Drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection Drawings, RFIs, and other submittals submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise submittals as required and resubmit to meet requirements specified and noted on submittal reviews.
B. Mark as *Resubmittal*.
C. Reuse original transmittal number and supplement with sequential alphabetical or numeric suffix for each resubmittal.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 REQUIREMENTS FOR COMPLETE SHOP DRAWINGS

A. Printable Image Size: Minimum 8-1/2 by 11 inches, maximum 30 by 42 inches.
B. Draw details to a noted scale.
C. Draw site plans to same scale indicated on Contract Drawings.
D. Engineer-issued Construction Documents (electronic or paper format) cannot be used in any shape, form, or fashion in creating and developing Shop Drawings, except electronic files containing floor, site plans, or layout plans purchased from Engineer may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in Shop Drawing process.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.
C. After review, distribute per Article 1.2 "Submittal Procedures," and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 TEST REPORTS

A. Submit for Engineer’s knowledge as Contract Administrator or Owner.
B. Submit test reports for information to assess conformance with information given and design concept expressed in Contract Documents.

1.8 MANUFACTURER INSTRUCTIONS

A. When specified in individual Specifications, submit manufacturer-printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Testing and inspection services.
   3. Tolerances
   4. Manufacturer's field services.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer's instructions. If manufacturer's instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

1.3 TESTING AND INSPECTION SERVICES

A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

B. Independent firm will perform tests, inspections, and other services specified in individual Specifications and as required by Engineer.

C. Testing, inspections, and source quality control may occur on or off Project site. Perform off-site testing as required by Engineer.

D. 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 before expected time for operations requiring services.

E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work per requirements of Contract Documents.

F. Independent Firm Responsibilities:
   1. Test Samples of mixes submitted by Contractor.
   2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
   3. Perform indicated sampling and testing of products per specified standards.
   4. Ascertain compliance of materials and mixes with Contract Document requirements.

5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
6. Perform additional tests required by Engineer.
7. Attend preconstruction and progress meetings.

G. Independent Firm Reports. After each test, promptly submit report to Engineer and Contractor and provide interpretation of test results. Include:
1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specifications.
6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

1.4 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specifications, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, equipment startup, testing, adjusting, and balancing equipment, and commissioning, as applicable, and initiate instructions when necessary.
B. Submit qualifications of observer to Engineer 30 days before required observations. Observer is subject to Engineer approval.
C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
D. Refer to Section 01 33 00 "Submittal Procedures," Article 1.8 - Manufacturer Field Reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Temporary Utilities:
      a. Electricity.
      b. Water.
   2. Construction Facilities:
      a. Vehicular access.
      b. Progress cleaning.
      c. Traffic regulation.
   3. Temporary Controls:
      a. Barriers.
      b. Water control.
      c. Dust control.
      d. Erosion and sediment control.
      e. Pollution control.
      f. Protect Work.
   4. Remove utilities, facilities, and controls.

B. Related Requirements:
   1. Other Divisions 01 Specification Sections apply to Work of this Section.

1.2 ELECTRICITY

A. Provide separate metering and pay utility provider for cost of energy used.

1.3 WATER

A. Provide separate metering and reimburse Owner for cost of water used.

1.4 VEHICULAR ACCESS

A. Extend and relocate vehicular access as Work progress requires, providing necessary detours for unimpeded traffic flow.
B. Location as approved by Engineer.
C. Provide unimpeded access for emergency vehicles. Maintain 20-foot-wide driveways with turning space between and around combustible materials.
D. Provide and maintain access to fire hydrants and control valves free of obstructions.
E. Provide means of removing mud from vehicle wheels before entering public streets.

1.5 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.
B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing space.

C. Sweep and vacuum interior areas clean before surface finishing and continue cleaning to eliminate dust.
D. Remove waste materials, debris, and rubbish from site and dispose off-site as required to maintain clean site.

1.6 TRAFFIC REGULATION

A. Barricades, Signs, and Traffic Handling:
   1. Provide, install, move, replace, maintain, clean, and remove all traffic control devices as shown on the plans and as directed.
   2. SH 158 barricades, signs, and traffic handling as shown on the plans and as directed. Landfill Access Road barricades, signs, and traffic handling as shown on the plans and as directed.
   3. Traffic cones, drums, and flagperson and equipment as shown on the plans and as directed.
B. Flagpersons: Provide trained and equipped flagpersons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
C. Flares and Lights: Use during hours of low visibility to delineate traffic lanes and guide traffic.
D. Haul Routes:
   1. Consult with authority having jurisdiction, establish public thoroughfares to use for haul routes and site access.
   2. Confine construction traffic to designated haul routes.
   3. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
E. Traffic Signs:
   1. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor’s control and areas affected by Contractor operations.
   2. Relocate as Work progresses to maintain effective traffic control.
F. Removal:
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.
   3. Remove post settings to 2-foot depth.

1.7 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas as well as protect existing facilities and adjacent properties from damage from construction operations. Allow for Owner's use of site.
B. Replace damaged items condition to original condition and protect items designated to remain:
   1. Trees.
   2. Shrubbery.
   3. Lawns.
C. Protect site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.
D. Protect non-owned vehicular traffic and stored materials from damage.

1.8 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect site from puddling and running water. Provide water barriers required to protect site from soil erosion.

1.9 DUST CONTROL

A. Execute Work to minimize raising dust from construction operations.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.10 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
F. Comply with site Section 01 57 23 "Temporary Stormwater Pollution Control."

1.11 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.12 PROTECT WORK

A. Protect installed Work and provide special protection where specified in Specifications.
B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
C. Prohibit traffic from seeded areas.

1.13 REMOVE UTILITIES, FACILITIES, AND CONTROLS

A. Backfill excavations as specified in other sections and grade site as indicated.
B. Clean and repair damage caused by installation or temporary work.
C. 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 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP) if not provided;
   2. File Notice of Intent (NOI) and include Owner as an "Operator;"
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 33 00 "Submittal Procedures."

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each workday.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as work progresses, remove/replace/relocate bags as needed for work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Mulching;
      c. Geotextiles;
      d. Vegetative buffer strips;
      e. Paving;
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery requirements.
   3. Product storage and handling requirements.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm manufacturer production capacity can provide sufficient product, on time, to meet Project requirements.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products per manufacturer instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products. Prevent soiling, disfigurement, or damage.

D. Owner will not assist in offloading or accepting product deliveries.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products per manufacturer instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

F. Provide equipment and personnel to store products. Prevent soiling, disfigurement, or damage.

G. Arrange product storage to permit access for inspection. Periodically inspect to verify products are undamaged and maintained in acceptable condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Closeout procedures.
2. Demonstration and instructions.
3. Project record documents.
4. Operation and maintenance data.
5. Spare parts and maintenance products.
6. Product warranties and product bonds.
7. Examination.
8. Preparation.
9. Execution.
10. Protecting installed construction.
11. Final cleaning.

B. Related Requirements:
1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion. Complete following items before requesting Certification of Substantial Completion, either for entire Work or portions of Work:
1. Submit maintenance manuals, Project record documents, and other similar final record data per this Section.
2. Complete facility startup, testing, adjusting, balancing systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified per this Section.
3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to complete or correct, value of incomplete or nonconforming Work, reason for incompletion, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6. Change locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
7. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
8. Perform final cleaning per this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work substantially complete, submit to Engineer and Owner:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to complete or correct (initial punch list).
   2. Within 7 days after receipt of request for Substantial Completion, Engineer and Owner will inspect to determine if Work or designated portion is substantially complete.
   3. If Engineer and Owner determine Work is NOT substantially complete:
      a. Engineer and Owner will promptly notify Contractor in writing, stating reasons for opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer and Owner.
      c. Engineer and Owner will reinspect Work.
      d. Repeat until Work passes inspection.
   4. When Engineer and Owner finds Work is substantially complete, they will:
      a. Prepare Certificate of Substantial Completion on EJCDC C-625 - Certificate of Substantial Completion, accompanied by Contractor's list of items to complete or correct as verified and amended by Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for written acceptance of responsibilities assigned in Certificate.
   5. After Work is substantially complete:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
      b. Complete Work listed for completion or correction within time stipulated.

C. Prerequisites for Final Completion. Complete following items before requesting final acceptance and final payment:
   1. When Contractor considers Work complete, submit written certification that:
      a. Contract Documents were reviewed.
      b. Work was examined for compliance with Contract Documents.
      c. Work was completed per Contract Documents.
      d. Work is complete and ready for final inspection.
   2. Submit:
      a. Final punch list indicating all items are complete or correct.
      b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
      c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
      d. Accounting statement for final changes to Contract Sum.
      e. Contractor's Affidavit of Payment of Debts and Claims on Contractor form.
      f. Contractor Affidavit of Release of Liens on Contractor form.
      g. Consent of Surety to Final Payment on Contractor form.
   3. Perform final cleaning for Contractor-soiled areas per this Section.

D. Final Completion Inspection:
   1. Within 7 days after receipt of request for final inspection, Engineer and Owner will inspect to determine if Work or designated portion is complete.
   2. If Engineer and Owner consider Work incomplete or defective:
      a. Engineer and Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
      b. Contractor shall remedy stated deficiencies and send second written request to Engineer and Owner that Work is complete.
      c. Engineer and Owner will reinspect Work.
      d. Redo and Inspect Deficient Work: Repeated until Work passes inspection.
      e. Engineer and Owner inspection.

1.3 DEMOSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance (O&M) of products to Owner personnel 2 weeks before date of Substantial Completion.
B. Demonstrate Project equipment by qualified or representative who is knowledgeable about Project.
C. Use O&M manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each equipment at agreed time, at equipment location.
E. Prepare and insert additional data in O&M manuals when need for additional data is apparent during instruction.
F. Required instruction time for each item of equipment and system is specified in individual Specifications.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain onsite, 1 set of these record documents and record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to Contract.
   5. Reviewed Shop Drawings, product data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.
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, not less than weekly.
E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including:
   1. Manufacturer name, product model, and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.
F. Record Drawings. Legibly mark each item to record actual construction as:
   1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
   2. Include locations of concealed elements of Work.
   3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components parallel to utilities.

4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.
5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
7. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
8. Field changes of dimension and detail.
9. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.

B. Submit data bound in 8-1/2- by 11-inch text pages, three D-side-ring binders with durable plastic covers.

C. Prepare binder cover with printed *Operation and Maintenance Instructions*, title of Project, and subject matter of binder when multiple binders required.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described, with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text. Fold larger Drawings to size of text pages.

F. Contents: Prepare table of Contents (TOC) for each volume, with each product or system description identified, typed on white paper, in 3 parts as:

1. Part 1: Directory, listing names, addresses, and phone numbers of Engineer, Contractor, subcontractors, and major equipment suppliers.
2. Part 2: O&M instructions for each category, identify names, addresses, and phone numbers of subtractors and suppliers. Include:
    a. Significant design criteria.
    b. List of equipment.
    c. Parts list for each component.
    d. Operating instructions.
    e. Maintenance instructions for equipment and systems.
    f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    g. Safety precautions to take when operating and maintaining or working near equipment.
3. Part 3: Project documents and certificates, including:
    a. Shop Drawings and product data.
    b. Certificates.
    c. Originals of warranties.

1.6 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specifications.

B. Deliver to place in location as directed by Owner. Obtain receipt before final payment.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers within 10 days after completion of applicable item of Work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and notarized.
D. Co-execute submittals when required.
E. Include TOC and assemble in three D-side-ring binder with durable plastic cover.
F. Submit before final Application for Payment.
G. Time of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner permission, submit documents within 10 days after acceptance.
    2. Make other submittals within 10 days after date of Substantial Completion, before final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within 10 days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing Site conditions and substrate surfaces are acceptable for subsequent Work.
B. Beginning new Work means acceptance of existing conditions.
C. Verify existing substrate can structurally support or attach new Work applied.
D. Examine and verify specific conditions described in individual Specifications.
E. Verify utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces before applying next material or substance per manufacturer instructions.
B. Seal cracks or openings of substrate before applying next material or substance.
C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer installation instructions, performing each step, in sequence. Maintain 1 set of manufacturer installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.

D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
   1. Secure Work true-to-line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
   2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
   3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.

E. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
   1. Isolate each unit of Work from incompatible Work necessary to prevent deterioration.
   2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.

F. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.
   1. Refer questionable mounting heights choices to Engineer for final decision.
   2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.

G. Adjust operating products and equipment to ensure smooth and unhindered operation.

H. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction. Lubricate operable components recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified.

B. Control activity in immediate Work area to prevent damage.

3.5 FINAL CLEANING

A. Execute final cleaning before final Project assessment. Employ experienced personnel or professional cleaning firm.

B. Clean site. Sweep paved areas and rake landscaped surfaces clean.

C. Remove waste and surplus materials, rubbish, and construction facilities from site.

END OF SECTION

SECTION 32 31 00 –STRUCTURAL CANTILEVER SLIDE GATE SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Work in this Section shall include furnishing all labor, materials, equipment and appliances necessary to complete all Cantilever Gate System(s) required for this Project in strict accordance with this Specification Section and Drawings. The gate and operator shall be specifically designed to complement each other as a system and be provided by a single manufacturer. Components (operator from one source and gate panel from another) assembled at the job site to form a system will not be approved.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. UL 325 Gate Operator Requirements. See 2.01 D.
   1. Automated / operated vehicular gates are not to be used for pedestrian traffic. Separate pedestrian gates must always be provided if pedestrian traffic is expected.

B. ASTM F2200 – Standard Specification for Automated Vehicular Gate Construction. See 2.01 D.

C. ASTM F1184 – Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2. See 3.02 B.

D. American Welding Society AWS D1.2 Structural Welding Code. See 2.01 C.

1.3 SUBMITTAL

A. Product Data:
   1. Provide manufacturer’s catalog cuts with printed specifications and installation instructions.
   2. Deliver 2 copies of operation and maintenance data covering the installed products. Manual to include parts list showing manufacturer’s names and part numbers for the gate operator.

B. Shop Drawings:
   1. Supply Shop Drawings showing the relationship of operating systems with gate components, including details of all major components.
   2. Include complete details of gate construction, gate height and post spacing dimensions.

C. Certification of Performance Criteria:
   1. Manufacturer of gate system shall provide certification stating the gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum standards that do not include these additional structural features shall not be accepted.
      a. Gate track system shall be keyed to interlock into gate frame member (providing 200 percent additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.

b. Gate shall have a minimum counterbalance length of 50 percent opening width which provides a 36 percent increase in lateral resistance (when compared to ASTM minimum of 40 percent counterbalance). If gate is ever to be automated, counterbalance section shall be filled with fabric or other specified material.
c. To provide superior structural integrity, intermediate vertical members shall be used - with spacing between verticals to be less than 50 percent of the gate frame height.
d. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless or galvanized steel cables (minimum 3/16-inch) per bay to allow complete gate frame adjustment (maintaining strongest structural square and level orientation).
e. Gate truck assemblies shall be tested for continuous duty and shall have precision ground and hardened components. Bearings shall be pre-lubricated and contain shock resistant outer races and captured seals.
f. Gate truck assemblies shall be supported by a minimum 5/8-inch plated steel bolt with self aligning capability, rated to support a 2,000 pound reaction load.
g. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8-inch thickness that is also gusseted for additional strength.
h. Gate top track and supporting hangar bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 pound vertical reaction load without exceeding allowable stresses.
i. Gate is to be designed to meet specified ASCE-7 wind load requirements with the gate in the closed and latched condition only. Typical gate design is expected to operate satisfactorily in winds up to 30 MPH. Depending on gate panel infill, winds higher than 30 MPH may cause gate operational problems (if automated, operator entrapment may trigger; gate panel may not engage receiver). For sites with higher operational, non-typical, or specified wind loadings, manufacturer should be advised of the site conditions and a specifically engineered design will be offered.

D. Certifications:
1. Gate in compliance with ASTM F2200, Standard Specification for Automated Vehicular Gate Construction per section 2.01 C.
2. If operated gate system, gate operator shall be in compliance with UL 325 as evidenced by UL listing label attached to gate operator.
3. The aluminum welders and welding process must be certified per section 2.03 E.
4. Manufacturer shall supply gate design performance certification as per section 1.03 C.

PART 2 - PRODUCTS

2.1 CANTILEVER SLIDE GATE SYSTEM MANUFACTURERS

A. The cantilever sliding gate system shall be the Ty Metal Fortress TYM-2000 Structural Gate System, or approved equal.
B. Submit gate system and manufacturer to Engineer for review.
C. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.2 code shall also be provided. See 1.02 D.

D. Gate manufacturer shall certify gate is manufactured in compliance with ASTM F2200, Standard Specification for Automated Vehicular Gate Construction and the operators are UL 325 compliant. See 1.03 C.1.

2.2 VEHICULAR SLIDE GATE OPERATOR

A. The slide gate operator shall open and close cantilever, overhead, or track gates, to provide convenience and security. The operator must be able to function with common industry accessories including radio controls, electro-mechanical locks, single and 3 button control stations, digital keypads, coded cards, and revenue control equipment. The operator utilizes 230 Volt AC single phase power. Control voltage in each case is 5 Volt DC.
B. The gate operator shall include a controller with integrated radio receiver, surge protection, and easy to read labeling standard.
C. Capacity:
   1. The gate operator shall be rated to operate a gate weighing up to 2,000 pounds.
D. The gate operator shall be UL 325 compliant for Class I, II, III, and IV.
E. Design Criteria:
   1. Operation shall be by means of a 1 horsepower single phase instant reversing motor, transferring power to a four inch diameter pulley, to a right angle oil bath gear reducer using another four inch diameter pulley and V-belt. Power is then transferred through a sliding collar disconnect system to the output drive shaft equipped with a #40 drive sprocket and roller chain which attaches to the gate with heavy-duty gate attachment brackets. Intermediate chain supports with anti-catch design shall also be supplied.
   2. The operator shall open the gate at a rate of approximately 11 inches per second.
   3. The #40 chain shall be coated with “Armor Coat” corrosive resistant chain coating. Corrosive resistance exceeds nickel plating.
F. Components:
   1. Standard mechanical components shall include as a minimum:
      a. 3/16-Inch-Thick, weather resistant UV-stabilized polyethylene 1 piece cover which is fully removable and lockable.
      b. Heavy-duty, plated frame with mounting legs for pad mounting standard.
      c. Pedestal to raise operator from ground level and protect from high water.
      d. 20:1 Right-angle oil bath gear reducer.
      e. Arctic package with immersion heater.
      f. One inch solid steel output drive shaft.
      g. Spring loaded manual disconnect.
      h. Steel “critter” plate to prevent entry of ground pests.
   2. Standard electrical components shall include as a minimum:
      a. One HP motor with thermal overload protection in 230 VAC single phase.
      b. Solid state logic controls featuring 15 diagnostic L.E.D. indicators and auto-close timer (1 second to 9 minutes).
      c. Inherent, fully adjustable motor over-current sensing to detect obstructions via precision 24 turn potentiometer, with separate adjustments for opening and closing directions.
      d. Controller housed in zinc plated control box with separate box provided for connection of field power.
      e. Power On/Off switch.

G. Access Control:
   1. Entry:
      a. A programmable four digit, 1,000 code digital keypad (ADV-1000) shall be installed on both sides of the gate opening and function as the primary entry/ingress device. The digital keypad shall be mounted on an approved pedestal. Pedestal and keypad type and location shall be approved by Engineer.
      b. Four single button radio tranmitters shall be provided and function as the secondary entry/ingress devices. The receiver shall be an inherent component of the gate operator.
   2. Exit:
      a. A programmable four digit, 1,000 code digital keypad (ADV-1000) shall be installed on both sides of the gate opening and function as the primary entry/ingress device. The digital keypad shall be mounted on an approved pedestal. Pedestal and keypad type and location shall be approved by Engineer.
   3. Reversing Devices:
      a. Miller reversing/sensing edges shall be installed on the leading and trailing edges of the gate panel.

H. Factory Inspection and Testing:
   1. Manufacturer shall test each operator at factory to assure smooth, quiet operation.
   2. Manufacturer shall test all control inputs to ensure proper function.
   3. Manufacturer shall certify that operator has been tested as part of a complete gate system in excess of 50,000 cycles.

2.3 CANTILEVER SLIDE GATE

A. Gate Width:
   1. Structural Gate may be used for clear openings up to 40 feet wide.

B. Structural Gate Frame:
   1. The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member shall be a 3- by 5-inch aluminum structural channel/tube extrusion weighing not less than 3.0 lb/lf. To maintain structural integrity this frame member shall be "keyed" to interlock with the "keyed" track member. If fabricated as a single horizontal piece, the bottom member shall be a 2- by 5-inch aluminum structural tube weighing not less than 2.0 lb/lf. If fabricated in 2 horizontal pieces, the bottom member shall be a 5-inch aluminum structural channel weighing not less than 2.65 lb/lf, and the 2 horizontal pieces or sections shall be spliced in the field (the gate frame shall be fabricated in a or multiple sections depending on size requirements or project constraints).
   2. Vertical Members:
      a. The vertical members at the ends of the opening portion of the frame shall be "P" shaped in cross section with a nominal base dimension of no less than 2- by 2-inch and weighing not less than 1.6 lb/lf. The intermediate vertical members shall alternate between 2- by 2-inch and 1- by 2-inch in cross section weighing not less than 1.1 lb/lf and 0.82 lb/lf, respectively.
      b. Intermediate 1- by 2-inch vertical members weighing not less than 0.82 lb/lf shall alternate between 2- by 2-inch major members.

C. Splicing:
   1. A 1/4- by 5- by 24-inch galvanized steel splice plate shall be used to secure the 2 bottom channel members together utilizing 8 plated carriage bolts with lock nuts. The top members will be spliced together using a 1/4- by 2- by 24-inch aluminum splice plate secured with 6 drive rivets on 1 side and welded to the top member on the other side. The track is overlapped onto the opposing section in an alternating fashion, interlocking with the top primary member.

D. Gate Track:
   1. The gate shall have a separate semi-enclosed “keyed” track, extruded from 6005A-T61 or 6105-T5 aluminum alloy, weighing not less than 2.9 lb/lf. Track members are to be located on each side of the top member. When interlocked and welded to the “keyed” top member, it forms a composite structure with the top of the gate frame. Welds are to be placed alternately along the top and side of the track at 9-inch centers with welds being a minimum of 2 inches long.

E. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.02 D.

F. Gate Mounting:
   1. The gate frame is to be supported from the track by 4 swivel type, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies.
   2. The bottom of each support post shall have a bracket equipped with a pair of 3-inch UHMW guide wheels Wheel cover protectors shall be included with bottom guides to comply with UL325.
   3. Gap protectors shall be provided and installed, compliant with ASTM F 2200-05.

G. Diagonal Bracing:
   1. Diagonal "X" bracing of 3/16-inch or 1/4-inch diameter stainless or galvanized steel cable shall be installed throughout the entire gate frame.

H. The gate shall be completed by installation of approved filler as specified.
   1. Chain Link: 2- by 2-inch by 9-gauge aluminized steel chain link fabric shall extend the entire length of the gate (if operated gate, counterbalance must also have fabric to prevent reach through and comply with ASTM F2200, see 1.03 C.1). Fabric shall be attached at each end of the gate frame by standard fence industry tension bars and tied at each 2- by 2-inch vertical member with standard fence industry ties. ASTM F2200 requires attachment method that leaves no leading or bottom edge protrusions (cannot exceed 0.5-inch).

I. Posts:
   1. Double sets of support posts shall be minimum 4-inch O.D. round SS40 or 4- by 4- by 3/16-inch wall square steel tubing, grade 500. Gate posts shall be galvanized or coated and supported in concrete footings as specified by the design team.

J. Finish:
   1. Gate to be mill finish aluminum or color coated with polyester powder as specified. If powder coated, the gate (including track member) and all accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence.

2.4 WARRANTY

A. The cantilever slide gate and operator system shall be warranted by the manufacturer against manufacturing defects for a period of 3 years from date of sale. The truck assembly shall be warranted against manufacturing defects by the manufacturer for a period of 5 years from date of sale.

PART 3 - EXECUTION

3.1 SITE INSPECTION

A. Examine final grades and installation conditions.
B. Do not begin work until all unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Install equipment of this Section in strict accordance with the company's printed instructions unless otherwise shown on the Contract Drawings.
B. The gate and installation shall conform to ASTM F1184 standards for aluminum cantilever slide gates, Type II, Class 2. See 1.02 C.
C. The gate system is to comply with ASTM F2200 and UL 325. See 1.02 B and 1.02 A, respectively.
D. Obstruction Sensing Systems:
    1. The inherent motor current sensors are part of the gate operator system and may not be removed or bypassed.
    2. The installing Contractor shall be responsible to ensure that appropriate external secondary entrapment protection devices be installed for the specific site conditions to protect against all potential entrapment zones. Proper operation of these safety devices shall be verified and training as to the operation and maintenance of these devices for the users and owners shall be documented.

3.3 SYSTEM ACCEPTANCE & VALIDATION

A. Acceptance Test:
    1. Test each system function.
    2. Supply all equipment necessary for system adjustment and testing.
B. Test and Explain Safety Features:
    1. Each system feature and device is a separate component of the gate system.
    2. Read and follow all instructions for each component.
    3. Ensure that all instructions for mechanical components, safety devices and the gate operator are available for everyone who will be using the gate system.
    4. The warning signs shipped with the gate operator must be installed in prominent position on both sides of the gate.
C. System Validation:
    1. The complete system shall be adjusted to assure it is performing properly.
    2. The system shall be operated for a sufficient period of time to determine that the system is in proper working order.
    3. Ensure Owner is clear with regard to the safety points concerning the basic operational guidelines of the safety features of the gate operator system. These safety points are listed in the operator manual and must be read prior to system use.
    4. Installer and customer shall complete Operated Gate System Installation Checklist (see operator manual).

END OF SECTION

Midland Landfill Access Road
(S CR 1110) Reconstruction

Limits: Along S CR 1110 from SH 158 to 0.8 MI NW of SH 158

Net Length: 0.8 MI

Description: Roadway reconstruction, chain-link fence and mechanical operated gate replacement. Work includes driveway reconstruction, earthwork, pavement markings and signage, and erosion control.

Mayor

Lori Blong

City Council

Scott Dufford	District 1
John Norman	District 2
Jack Ladd	District 3
Amy Stretcher Burkes	District 4
Robin Poole	At-Large
Eric Davidson	At-Large

City Manager

Tommy Gonzalez

Director of Engineering

Gabe McClelland

Assistant City Engineer

Josh Ferguson, PE

Director of Solid Waste

Jeffrey Ahrlett

August 2024

Parkhill
1700 West Wall St, Ste 100
Midland, TX 79701
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Parkhill

Parkhill.com

Midland Landfill Access Road
(S CR 1110) Reconstruction

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City of Midland

300 N Loraine
Midland, TX
79701

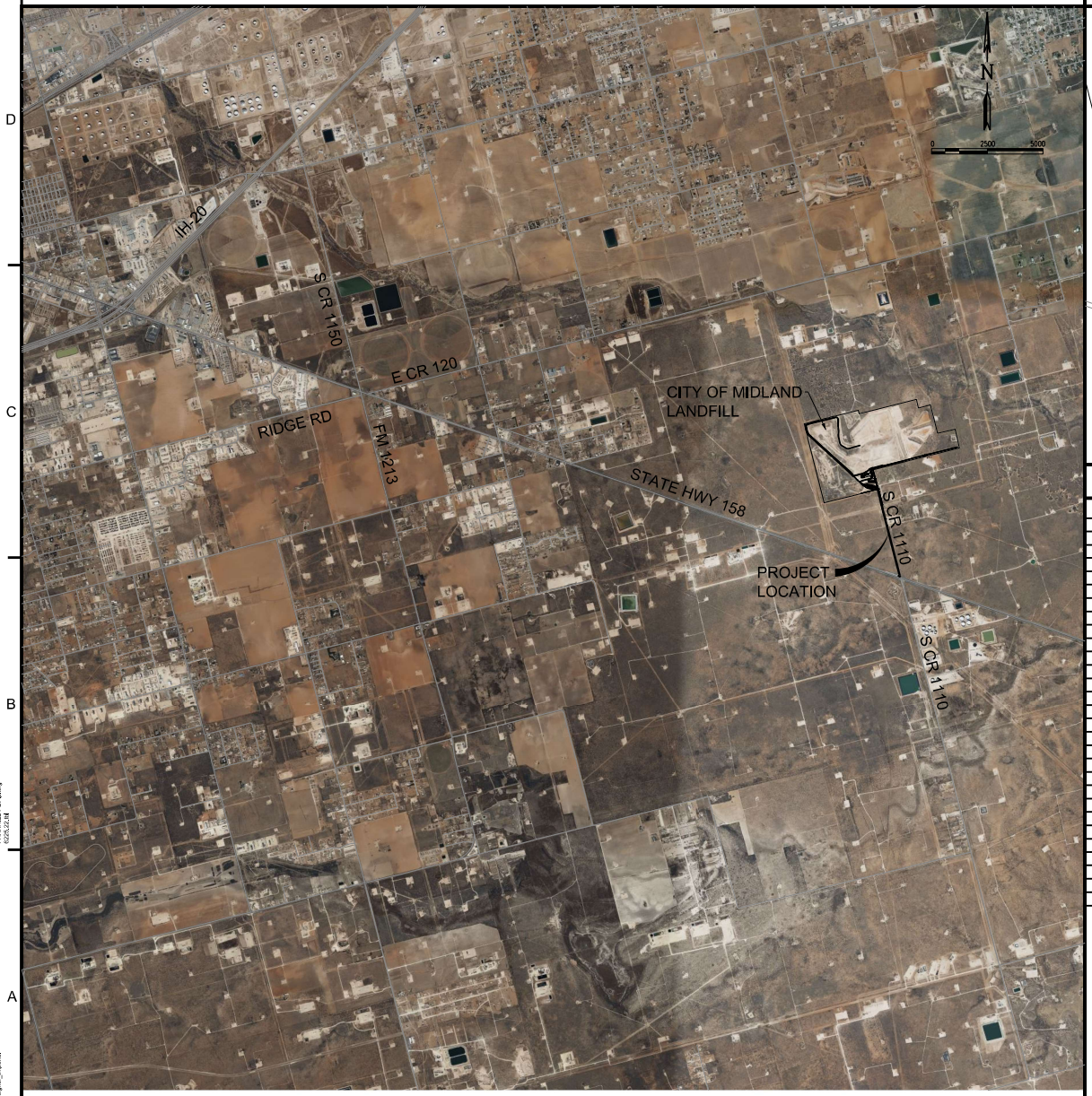
PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Cover Sheet

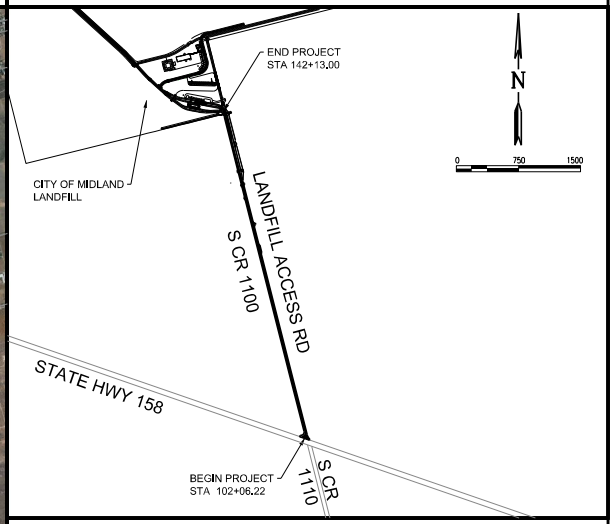
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VICINITY MAP



MIDLAND COUNTY, TEXAS

LOCATION MAP



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C-101	HORIZONTAL ALIGNMENT DATA
C-102	HORIZONTAL AND VERTICAL CONTROL DATA
C-103	SUMMARY OF QUANTITIES
C-104	EXISTING TYPICAL SECTIONS
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*C-501-512	TRAFFIC CONTROL STANDARDS (TxDOT)
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*C-514-518	SIGNING AND PAVEMENT MARKING STANDARDS (TxDOT)
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E-101	LANDFILL ENTRANCE GATE OPERATOR ELECTRICAL

THE TxDOT STANDARD SHEETS SPECIFICALLY IDENTIFIED WITH AN "*" HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

_____, P.E. 08/12/24
SANDRA N. GUTTIERREZ, P.E. DATE

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Midland Landfill Access Road (S CR 1110) Reconstruction

MIDLAND Engineering Services

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City of Midland

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-	08/15/24	BID SET

Vicinity Map, Location Map, and Index of Sheets

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GENERAL NOTES:

The technical specifications adopted by the Texas Department of Transportation (TxDOT) November 1, 2014, and titled "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" shall govern this project, except where superseded in the Plans and Contract Documents. This specification book may be downloaded at:
http://www.txdot.gov/business/resources/txdot-specifications.html
For this project, any reference within the specification book to "Department, "Engineer", or "Owner" should be interpreted as the City of Midland, Texas authorized staff, or their representatives.

Basis of Estimate

ITEM	DESCRIPTION	RATE (approx.)
275	Cement	3% @ 120 LB/CF
310	Prime (MC-30)	0.2 GAL/SY

Utilities
Prior to beginning any excavation, Contractor shall call the "811" number or visit the "Texas811.org" website to submit a locate request.

The Contractor is responsible for protecting all existing utilities from damage resulting from construction activities.

Exercise caution when excavating in areas where investigations have determined that utilities exist. The Contractor is responsible for maintaining utility markings.

Although all efforts have been made to indicate relocation and/or protection of existing lines, it shall be the Contractor's responsibility to coordinate with the utility owners for any relocation and/or protection of existing lines or cables, as required due to construction activities.

QA/QC
Various tests on materials of construction are required in the specifications. In general, the Contractor shall bear the cost of all material tests required before approval of a material, source, or mix design. The Owner will bear the cost of all passing commercial laboratory tests required for acceptance during construction and the Contractor shall bear the cost of all failing construction tests.
Where only small amounts of any material are used or where compliance with the specifications can be determined by visual inspection, no tests are required. Certificates of compliance shall be required on all materials not tested.

All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from another source.

Earthwork
Cross sections are available at the Engineer's Office (Parkhill) in PDF format.

Items 110 And 132 - Excavation and Embankment
Consider all embankment to be Earth Embankment in accordance with Article 132.3.1.

Salvage existing topsoil and grass in windrows along the edge of the grading operations, or as directed by the Engineer. After the paving and grading are completed, spread the adjacent topsoil and grass uniformly over the disturbed area. This work shall be considered subsidiary to Items 110 and 132.

Excess earth material shall become the property of the Contractor.

Item 216 – Proof Rolling
Provide a 25-ton roller, or other equipment approved by the Engineer for proof rolling.

Proof roll as directed. This will not be paid for directly but is subsidiary to the various items of the contract.

Item 247 - Flexible Base
Use Flexible Base Ty A, Grade 1-2.

Item 275 – Cement Treat (Subgrade)
A rotary vane feeder is required for cement treatment. Subgrade material shall be compacted to a minimum of 95% of the maximum density per ASTM D1557 (Modified Proctor). Microcracking is required.

Item 310 - Prime Coat
Apply a prime coat to all new flexible base due to receive asphaltic concrete pavement or surface treatments. Remove all loose and scabbed material from the surface prior to prime coat application.

Allow the prime coat to penetrate and dry for a minimum of 72 hours before placing any asphaltic material on the primed surface, unless otherwise authorized by the Engineer.

Item 3076 and 3077 – Dense-Graded Hot-Mix Asphalt (Small Quantity)
Paving sequence to be approved by engineer. Aggregate is not required to be listed on TxDOT's *BITUMINOUS RATED SOURCE QUALITY CATALOGUE,* but must meet the requirements of the Hot-Mix specification. SAC A or B will be allowed.

PG 70-22 and 76-22 asphalt is required for hot mix.

A Superpave Gyratory Compactor is required for mix design and production testing.

The mix will be evaluated for stripping through the boil and hamburg wheel tests. If it is determined to be stripping then 1% lime, liquid anti-strip or a warm mix additive proven to prevent stripping will be required.

The Contractor will be required to tack 100% of the surfaces prior to the subsequent lift.

Parkhill

SANDRA GUTIERREZ 141365 LICENSED PROFESSIONAL ENGINEER
08/15/24

Parkhill.com

Midland Landfill Access Road (S CR 1110) Reconstruction

MIDLAND Engineering Services

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City of Midland

300 N Loraine
Midland, TX
79701

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#	DATE	DESCRIPTION
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General Notes Sheet 1 of 2

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Provide emulsified trackless asphalt for tack coat at a rate of 0.14 gal/sy.

The type and grade of tack will be approved by the Engineer prior to use.

Hot Mix placement operations prior to April 15th and after October 31st require a cold season paving plan approved by the Engineer.

A Material Transfer Vehicle with a minimum capacity of 25 tons and capable of remixing hot mix is required.

Item 502 - Barricades, Signs And Traffic Handling

Maintain traffic control plan in accordance with TxMUTCD and included standards. Additional traffic control measures may be required by the Owner if necessary. Minor changes, including the addition of signs and barricades shall be subsidiary to Item 502.

Use flaggers when directed. Provide two-way radio communication for all flaggers.

Place and maintain sufficient additional warning signs, beacons, delineators, and barricades to warn and guide the public of all hazards through the construction zone at all times, and as directed.

Use flashing arrow boards on all tapers for each lane closure. Subsidiary to this item.

Some signs, barricades, and channelization devices may not be shown at the precise or measured position. Place the barricades, devices, or signs, with approval, in positions to meet field conditions.

Fill any holes left by barricade or sign supports and restore the area to its original condition, this work shall be subsidiary to this item.

Use Type A flashing warning lights or delineators to mark open excavation, footings, foundations, or other obstructions near lanes that may be open to traffic, as directed.

Remove or cover signs that do not apply to current conditions at the end of each day's work. Repair and/or replace all signs damaged by the public or due to weather events.

Item 585 - Ride Quality for Pavement Surfaces

Use Surface Test Type A. Perform necessary adjustments in accordance with article 3.4.1.

Item 6001 – Portable Changeable Message Signs

PCMS shall be placed in operation a minimum of two (2) weeks prior to construction.

Item 6185 – Truck Mounted Attenuator (TMA)

General Note 5 of TCP (2-1)-18 provides for additional shadow vehicle(s) with truck mounted attenuator (TMA); one (1) additional shadow vehicle with TMA is included in the basis of estimate for this operation.

The shadow vehicle(s) with TMA specified on the traffic control plan as "required" plus the 'additional shadow vehicle' is the quantity that has been estimated for this operation.

Parkhill

PARKHILL, INC. F-1386 STATE OF TEXAS SANDRA GUTIERREZ 141365 LICENSED PROFESSIONAL ENGINEER
08/15/24

Parkhill.com

Midland Landfill Access Road (S CR 1110) Reconstruction

MIDLAND Engineering Services

CLIENT
City of Midland

300 N Loraine
Midland, TX
79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

General Notes Sheet 2 of 2

G-103

Alignment name: S CO RD 1110 CL
Alignment description:
Alignment style: Alignment\Road\Geom_Baseline

		STATION	NORTHING	EASTING
Element: Linear				
START(	)	100+00.00	10676696.14	1802757.34
PC(	)	102+23.03	10676906.94	1802830.20
Tangential Direction:		N19°03'59.75"E		
Tangential Length:		223.03		
Element: Circular				
PC(	)	102+23.03	10676906.94	1802830.20
HPI(	)	102+52.93	10676935.19	1802839.96
CC(	)		10676939.60	1802735.68
PT(	)	102+81.14	10676964.17	1802832.62
Radius:		100.00		
Delta:		33°17'28.33" Left		
Degree of Curvature(Arc):		57°17'44.81"		
Length:		58.10		
Tangent:		29.90		
Chord:		57.29		
Middle Ordinate:		4.19		
External:		4.37		
Tangent Direction:		N19°03'59.75"E		
Radial Direction:		S70°56'00.25"E		
Chord Direction:		N02°25'15.59"E		
Radial Direction:		N75°46'31.42"E		
Tangent Direction:		N14°13'28.58"W		
Element: Linear				
PT(	)	102+81.14	10676964.17	1802832.62
HPI(	)	109+97.90	10677658.97	1802656.49
Tangential Direction:		N14°13'28.58"W		
Tangential Length:		716.77		
Element: Linear				
HPI(	)	109+97.90	10677658.97	1802656.49
HPI(	)	134+99.99	10680084.06	1802040.57
Tangential Direction:		N14°15'01.70"W		
Tangential Length:		2502.08		
Element: Linear				
HPI(	)	134+99.99	10680084.06	1802040.57
END(	)	144+32.58	10680988.74	1801814.12
Tangential Direction:		N14°03'11.03"W		
Tangential Length:		932.59		

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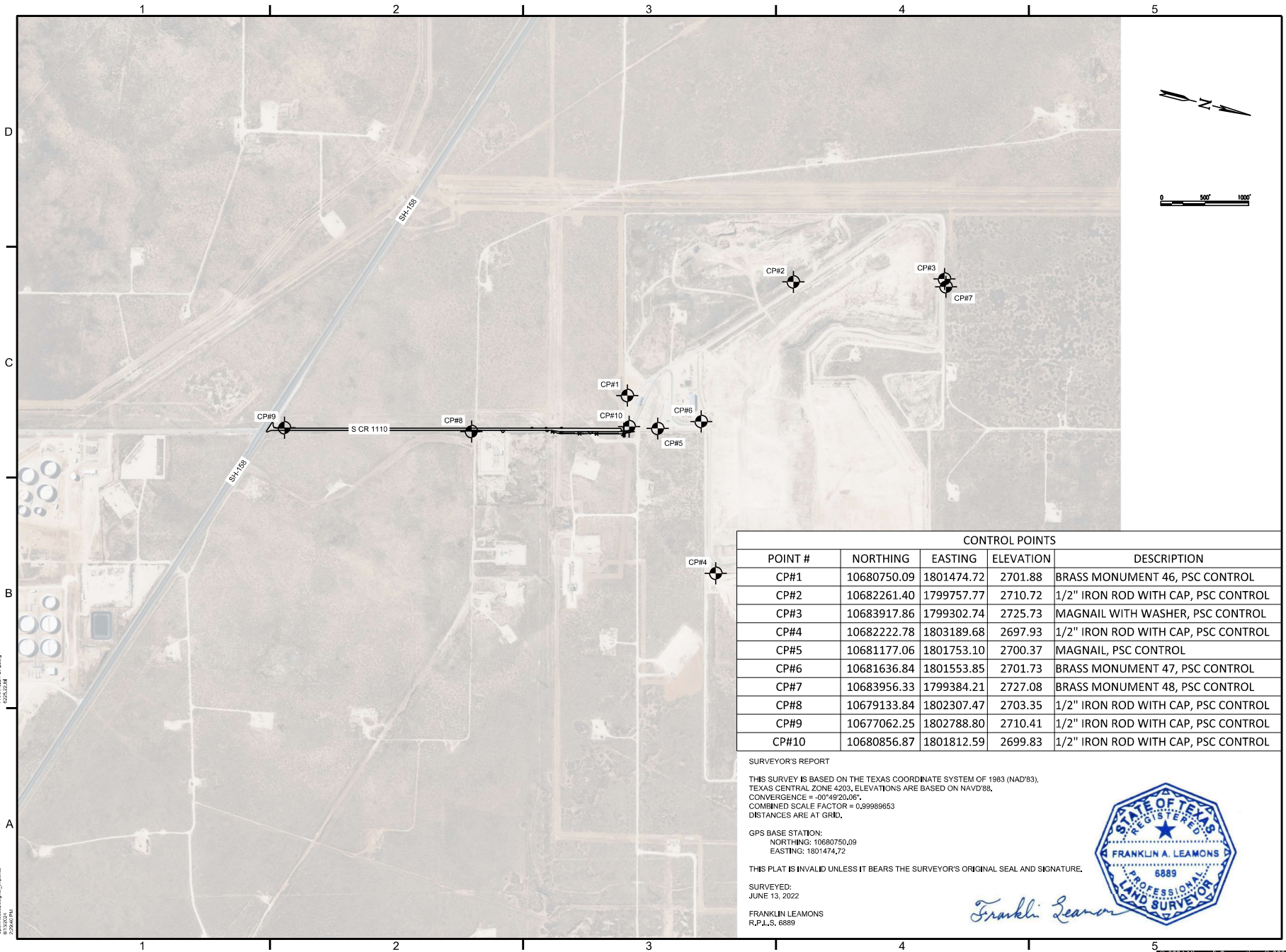
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79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Horizontal Alignment Data

C-101



CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP#1	10680750.09	1801474.72	2701.88	BRASS MONUMENT 46, PSC CONTROL
CP#2	10682261.40	1799757.77	2710.72	1/2" IRON ROD WITH CAP, PSC CONTROL
CP#3	10683917.86	1799302.74	2725.73	MAGNAIL WITH WASHER, PSC CONTROL
CP#4	10682222.78	1803189.68	2697.93	1/2" IRON ROD WITH CAP, PSC CONTROL
CP#5	10681177.06	1801753.10	2700.37	MAGNAIL, PSC CONTROL
CP#6	10681636.84	1801553.85	2701.73	BRASS MONUMENT 47, PSC CONTROL
CP#7	10683956.33	1799384.21	2727.08	BRASS MONUMENT 48, PSC CONTROL
CP#8	10679133.84	1802307.47	2703.35	1/2" IRON ROD WITH CAP, PSC CONTROL
CP#9	10677062.25	1802788.80	2710.41	1/2" IRON ROD WITH CAP, PSC CONTROL
CP#10	10680856.87	1801812.59	2699.83	1/2" IRON ROD WITH CAP, PSC CONTROL

SURVEYOR'S REPORT

THIS SURVEY IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD'83), TEXAS CENTRAL ZONE 4203. ELEVATIONS ARE BASED ON NAVD'88.
CONVERGENCE = -00°49'20.06".
COMBINED SCALE FACTOR = 0.99989653
DISTANCES ARE AT GRID.

GPS BASE STATION:
NORTHING: 10680750.09
EASTING: 1801474.72

THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.

SURVEYED:
JUNE 13, 2022

FRANKLIN LEAMONS
R.P.L.S. 6889

STATE OF TEXAS REGISTERED FRANKLIN A. LEAMONS 6889 PROFESSIONAL LAND SURVEYOR

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PROJECT NO.
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#	DATE	DESCRIPTION
-	08/12/24	BID SET

Horizontal and Vertical Control

C-102

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SUMMARY OF REMOVAL ITEMS

REMOVAL PLAN SHEET	BEGIN STATION	END STATION	105 REMOVING STAB BASE AND ASPH PAV	644 REMOVE SMALL ROADSIDE SIGN ASSEMBLY
			SY	EA
SHEET 1 OF 4	102+06.22	112+00.00	2,781	2
SHEET 2 OF 4	112+00.00	123+00.00	2,784	0
SHEET 3 OF 4	123+00.00	134+00.00	2,868	1
SHEET 4 OF 4	134+00.00	142+13.00	2,154	1
		TOTALS:	10,587	4

SUMMARY OF TRAFFIC CONTROL ITEMS

PLAN AND PROFILE SHEETS	BEGIN STATION	END STATION	500 MOBILIZATION	502 BARRICADES, SIGNS, AND TRAFFIC HANDLING	508 CONSTRUCTING DETOURS	6001 PORTABLE CHANGEABLE MESSAGE SIGN	6185 TRUCK MOUNTED ATTENUATOR (TMA)
			LS	MO	SY	EA	DAY
SHEET 1 OF 4	102+06.22	112+00.00	1	4	422	2	2
SHEET 2 OF 4	112+00.00	123+00.00			490		
SHEET 3 OF 4	123+00.00	134+00.00			396		
SHEET 4 OF 4	134+00.00	142+13.00			743		
		TOTALS:	1	4	2,051	2	2

SUMMARY OF ROADWAY ITEMS

PLAN AND PROFILE SHEETS	BEGIN STATION	END STATION	100 PREPARING RIGHT-OF-WAY	110 EXCAVATION (ROADWAY)	132 EMBANKMENT (DENSITY CONTROL)	132 SUB-GRADE PREPARATION (9")	247 FL BS (CMP IN PLC) (TY D) (GR 1-2)(6")	247 FL BS (CMP IN PLC) (TY D) (GR 1-2)(8")	247 FL BS (CMP IN PLC) (TY D) (GR 1-2)(13")	310 PRIME COAT (MC-30)	SS3076 DG TYPE-B HMAC (PG70-22) (6")	3077 TACK COAT	SS3077 SUPERPAVE SP-C HMAC (PG76-22) (3")	530 DRIVEWAYS (SURF TREAT)	530 INTERSECTIONS (CONC)	SS3076 INTERSECTIONS (D-GR HMA) (TY D)(1")
			STA	CY	CY	SY	SY	SY	SY	GAL	TON	GAL	TON	SY	SY	SY
SHEET 1 OF 4	102+06.22	112+00.00	10	1,710	44	3,589	634	0	2,955	591	909	414	442	0	634	634
SHEET 2 OF 4	112+00.00	123+00.00	11	1,533	42	3,606	0	0	3,606	721	1,109	505	539	0	0	0
SHEET 3 OF 4	123+00.00	134+00.00	11	1,714	17	3,606	0	297	3,606	721	1,110	505	539	297	0	0
SHEET 4 OF 4	134+00.00	142+13.00	9	1,887	6	3,665	84	203	3,580	716	1,122	501	550	203	84	84
		TOTALS:	41	6,844	109	14,466	718	500	13,747	2,749	4,250	1,925	2,070	500	718	718

SUMMARY OF FENCE ITEMS

PLAN AND PROFILE SHEETS	BEGIN STATION	END STATION	550 CHAIN LINK FENCE (REMOVE)(8')	550 CHAIN LINK FENCE (INSTALL)(8')	550 CHAIN LINK FENCE GATE (REMOVE)(8')	550 CHAIN LINK FENCE (INSTALL)(8')	N/A REMOVE AND INSTALL NEW MECHANICAL GATE AND OPERATOR
			LF	LF	EA	EA	LS
SHEET 1 OF 4	102+06.22	112+00.00	0	0	0	0	0
SHEET 2 OF 4	112+00.00	123+00.00	0	0	0	0	0
SHEET 3 OF 4	123+00.00	134+00.00	0	0	0	0	0
SHEET 4 OF 4	134+00.00	142+13.00	848	410	1	1	1
		TOTALS:	848	410	1	1	1

SUMMARY OF SW3P ITEMS

SW3P SHEET	506 BIODEG EROSN CONT LOGS (INSTALL)	506 BIODEG EROSN CONT LOGS (REMOVE)	506 TEMP SEDMT CONT FENCE (INSTALL)	506 TEMP SEDMT CONT FENCE (REMOVE)	506 CONSTRUCTION ENTRY	506 CONSTRUCTION EXIT
	LF	LF	LF	LF	SY	SY
SHEET 1 0F 2	285	285	198	198	111	111
SHEET 2 0F 2	0	0	181	181	0	0
TOTALS:	285	285	379	379	111	111

SUMMARY OF SIGNING AND PAVEMENT MARKING ITEMS

PAVEMENT MARKINGS AND SIGNS SHEET	BEGIN STATION	END STATION	644 SMALL ROADSIDE SIGN ASSEMBLY	666 REFL PAV MRK (TY II)(Y)(SLD) (6")	666 REFL PAV MRK (TY II)(W)(SLD) (6")	666 REFL PAV MRK (TY II)(Y)(SLD) (8")	666 REFL PAV MRK (TY II)(W)(SLD) (8")	666 REFL PAV MRK (TY II)(W)(SLD) (24")
			EA	LF	LF	LF	LF	LF
SHEET 1 OF 1	102+06.22	123+00.00	2	4,124	4,234	0	0	24
SHEET 1 OF 2	123+00.00	142+13.00	3	3,868	3,923	178	1,068	0
		TOTALS:	5	7,992	8,157	178	1,068	24

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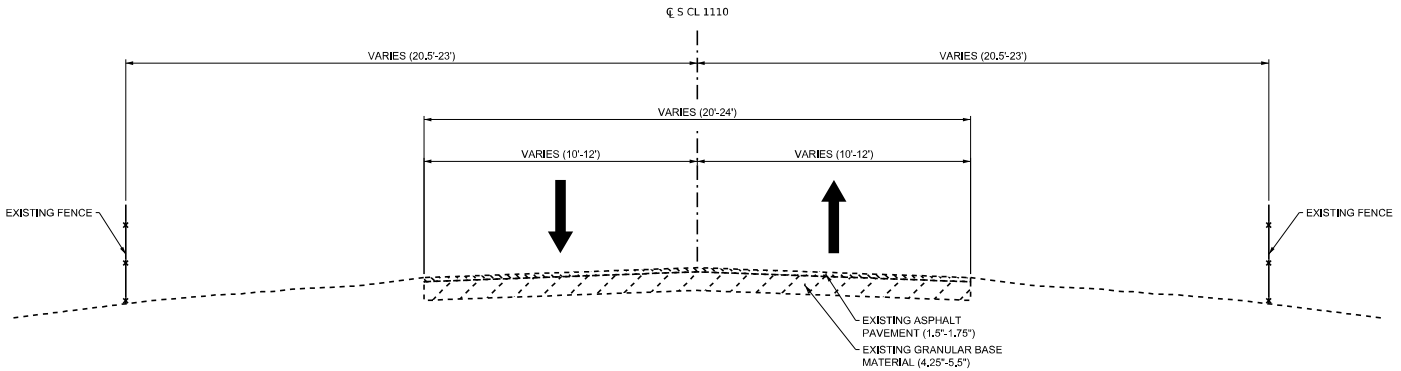
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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Summary of Quantities

C-103



EXISTING TYPICAL SECTION

NTS

STA 102+06.22 TO STA 142+13.00

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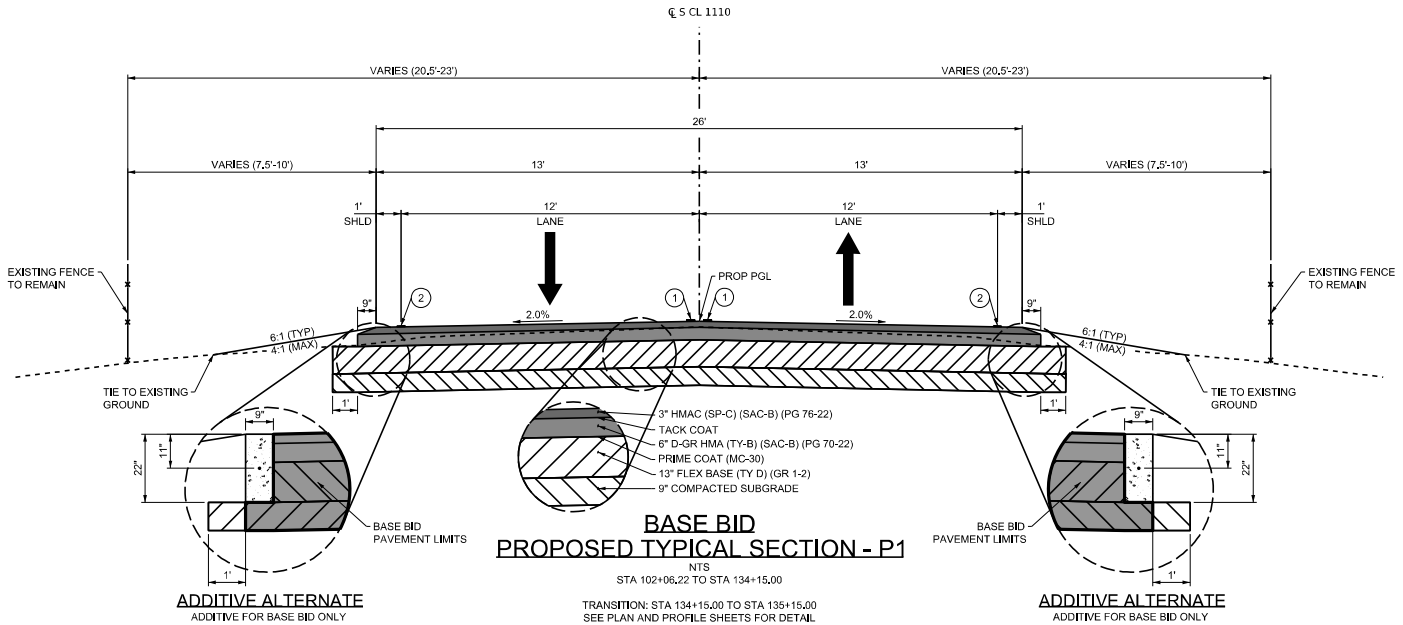
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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Existing Typical Sections

C-104



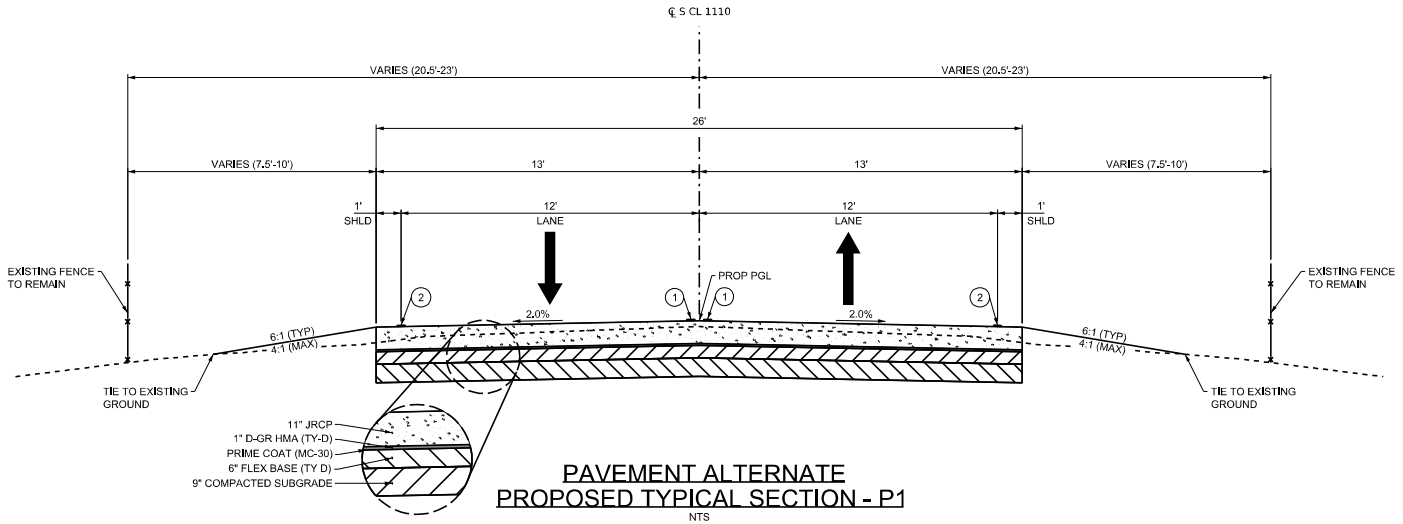
BASE BID
PROPOSED TYPICAL SECTION - P1

NTS
STA 102+06.22 TO STA 134+15.00

TRANSITION: STA 134+15.00 TO STA 135+15.00
SEE PLAN AND PROFILE SHEETS FOR DETAIL

ADDITIVE ALTERNATE
ADDITIVE FOR BASE BID ONLY

ADDITIVE ALTERNATE
ADDITIVE FOR BASE BID ONLY



PAVEMENT ALTERNATE
PROPOSED TYPICAL SECTION - P1

NTS
STA 102+06.22 TO STA 134+15.00

TRANSITION: STA 134+15.00 TO STA 135+15.00
SEE PLAN AND PROFILE SHEETS FOR DETAIL

LEGEND

(1) 6" PAVEMENT MARKING (YELLOW)(SOLID)

(2) 6" PAVEMENT MARKING (WHITE)(SOLID)

NOTES:

1. REFER TO ROADWAY DETAILS FOR BASE BID AND ALTERNATE DETAILS.
2. HMA LAYER TO BE INSTALLED IN TWO LIFTS OF 3" EACH.
3. FLEX BASE TO BE INSTALLED IN MULTIPLE LIFTS, 3" AND 4" LIFTS MIN.

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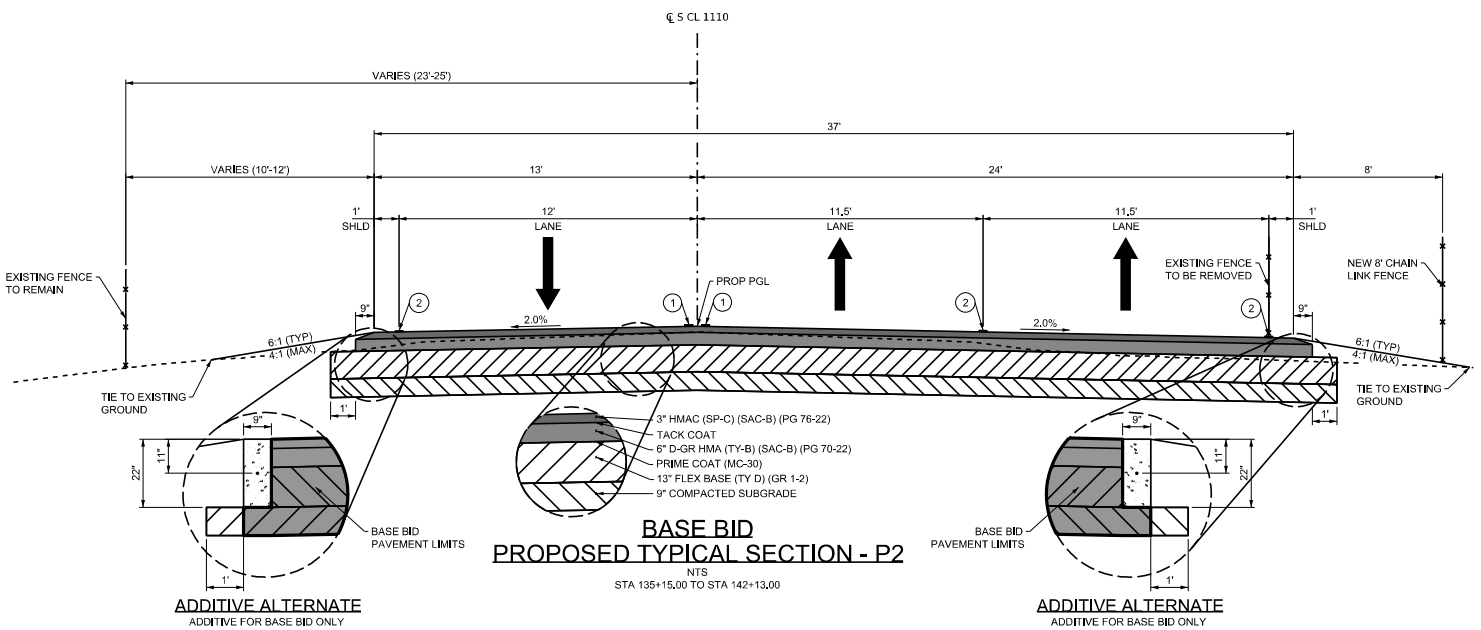
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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Proposed Typical Sections Sheet 1 of 2

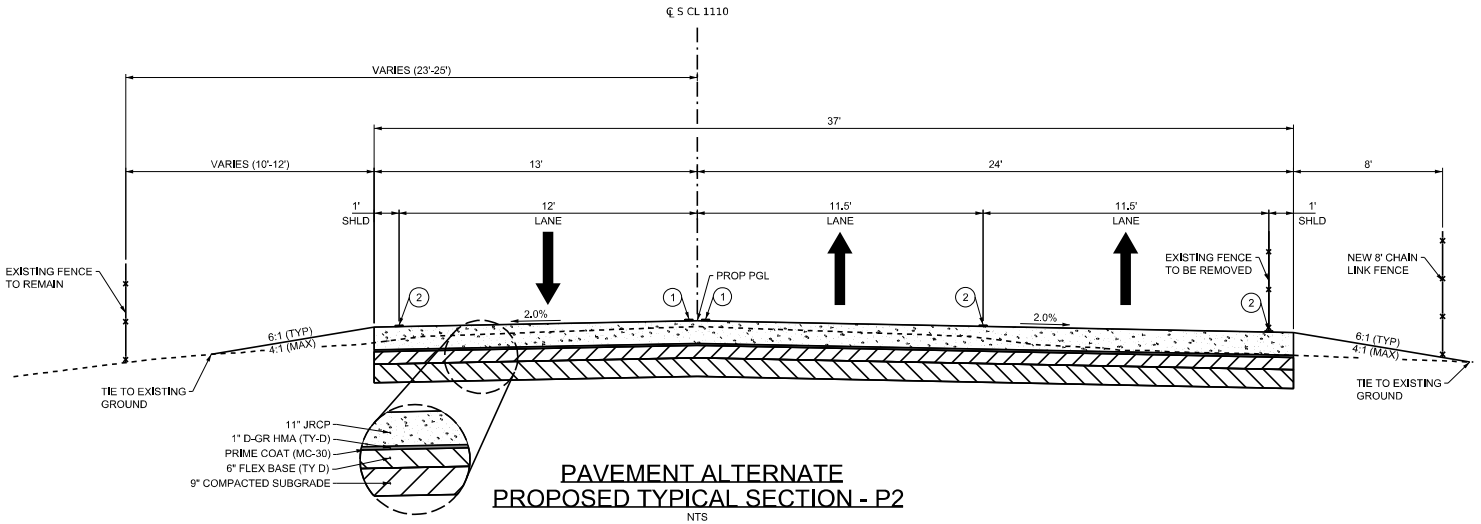
C-105



BASE BID
PROPOSED TYPICAL SECTION - P2
NTS
STA 135+15.00 TO STA 142+13.00

ADDITIVE ALTERNATE
ADDITIVE FOR BASE BID ONLY

ADDITIVE ALTERNATE
ADDITIVE FOR BASE BID ONLY



PAVEMENT ALTERNATE
PROPOSED TYPICAL SECTION - P2
NTS
STA 135+15.00 TO STA 142+13.00

LEGEND

(1) 6" PAVEMENT MARKING (YELLOW)(SOLID)

(2) 6" PAVEMENT MARKING (WHITE)(SOLID)

NOTES:

1. REFER TO ROADWAY DETAILS FOR BASE BID AND ALTERNATE DETAILS.
2. HMA LAYER TO BE INSTALLED IN TWO LIFTS OF 3" EACH.
3. FLEX BASE TO BE INSTALLED IN MULTIPLE LIFTS, 3" AND 4" LIFTS MIN.

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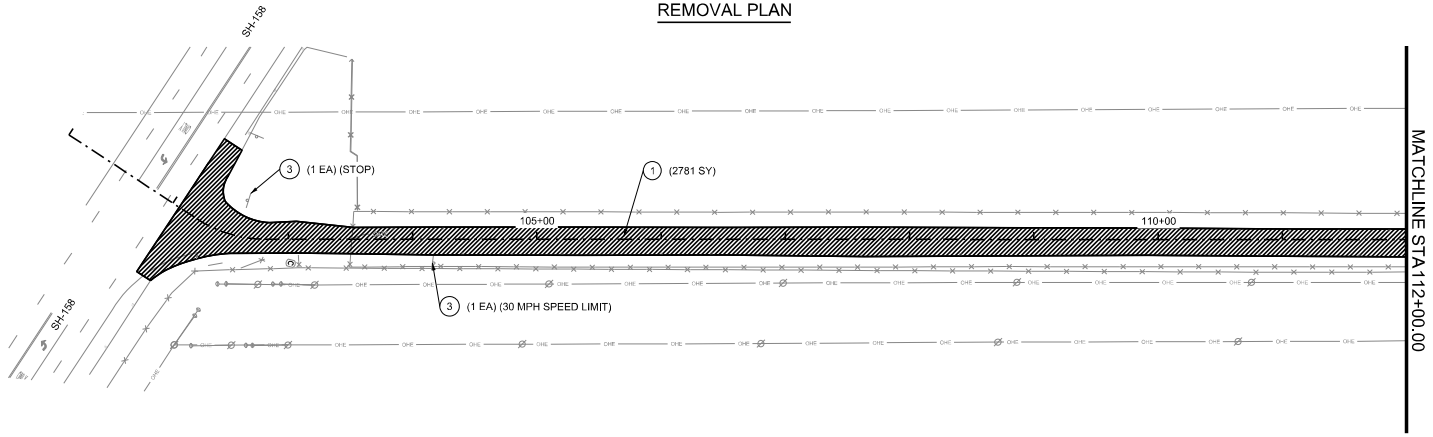
PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

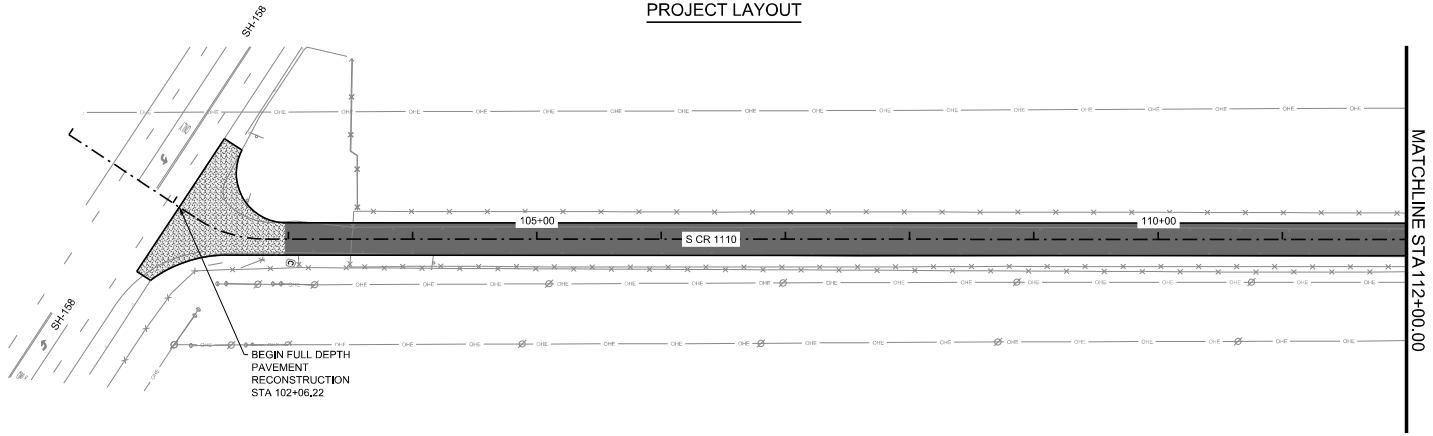
Proposed Typical Sections Sheet 2 of 2

C-106

REMOVAL PLAN



PROJECT LAYOUT



N

0 50' 100'

LEGEND

- REMOVE ASPHALT
- REMOVE FENCE

REMOVAL ITEMS

1. REMOVE ASPHALT PAVEMENT (SY)
2. REMOVE FENCE (LF)
3. REMOVE SMALL SIGN (EA)
4. REMOVE MECHANICAL GATE (MANUFACTURER IS TYMETAL)

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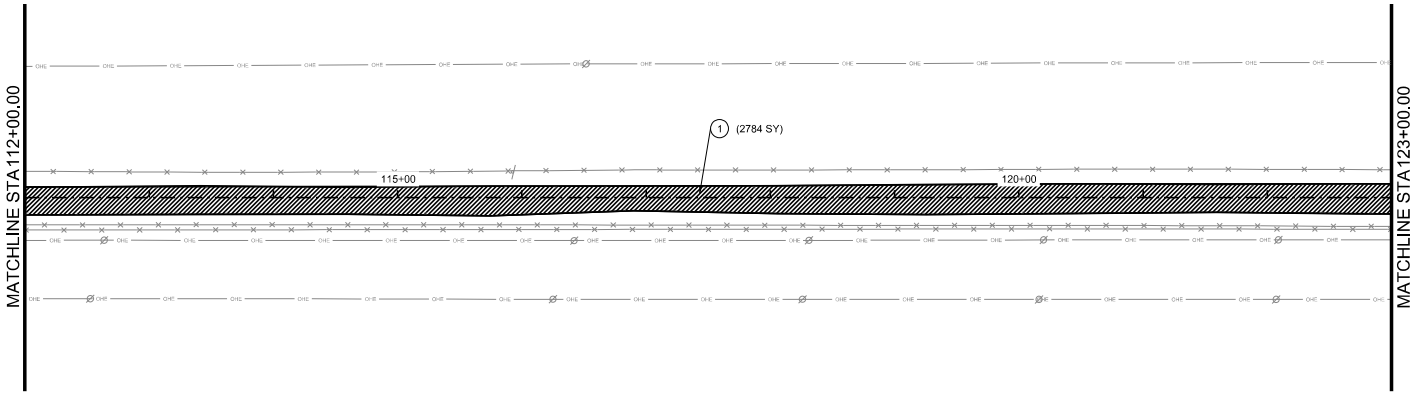
PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

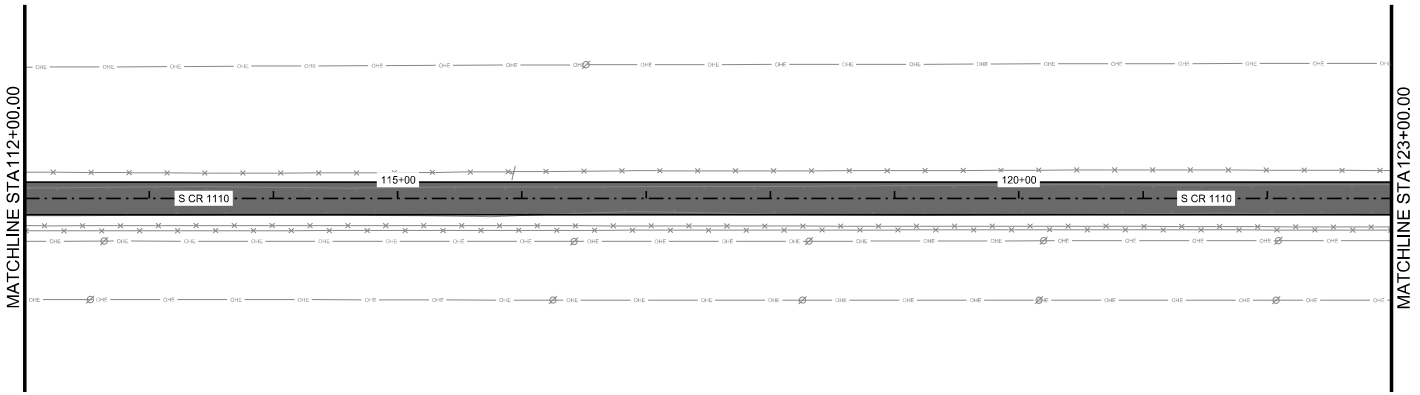
Removal Plan and Project Layout
Sheet 1 of 4

C-107

REMOVAL PLAN



PROJECT LAYOUT



N

0 50' 100'

LEGEND

- REMOVE ASPHALT
- REMOVE FENCE

REMOVAL ITEMS

1. REMOVE ASPHALT PAVEMENT (SY)
2. REMOVE FENCE (LF)
3. REMOVE SMALL SIGN (EA)
4. REMOVE MECHANICAL GATE (MANUFACTURER IS TYMETAL)

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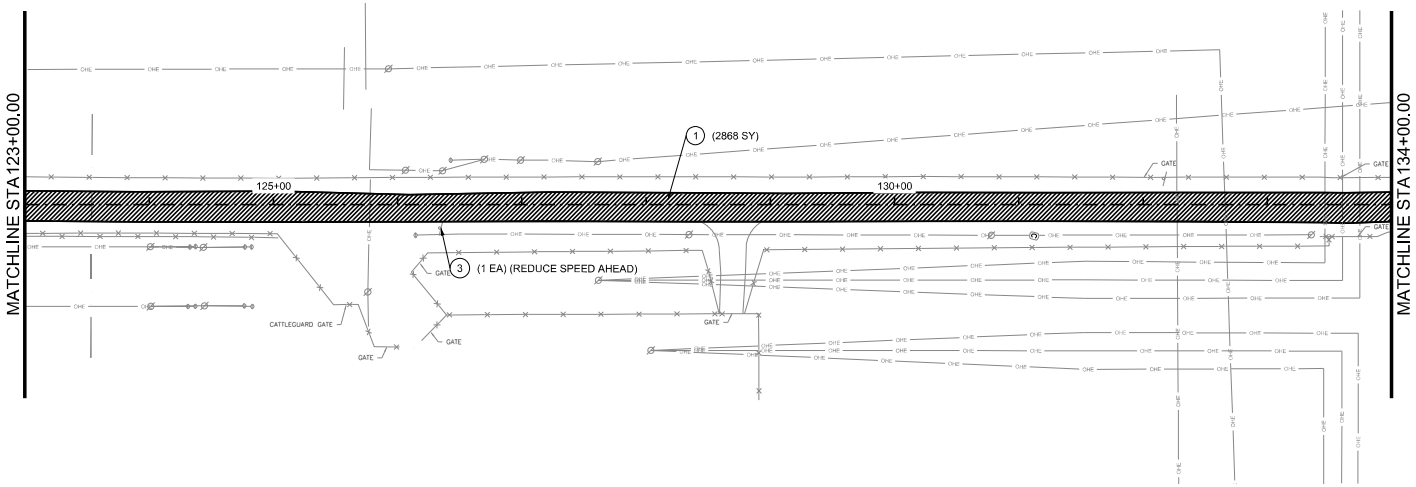
PROJECT NO.
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-	08/15/24	BID SET

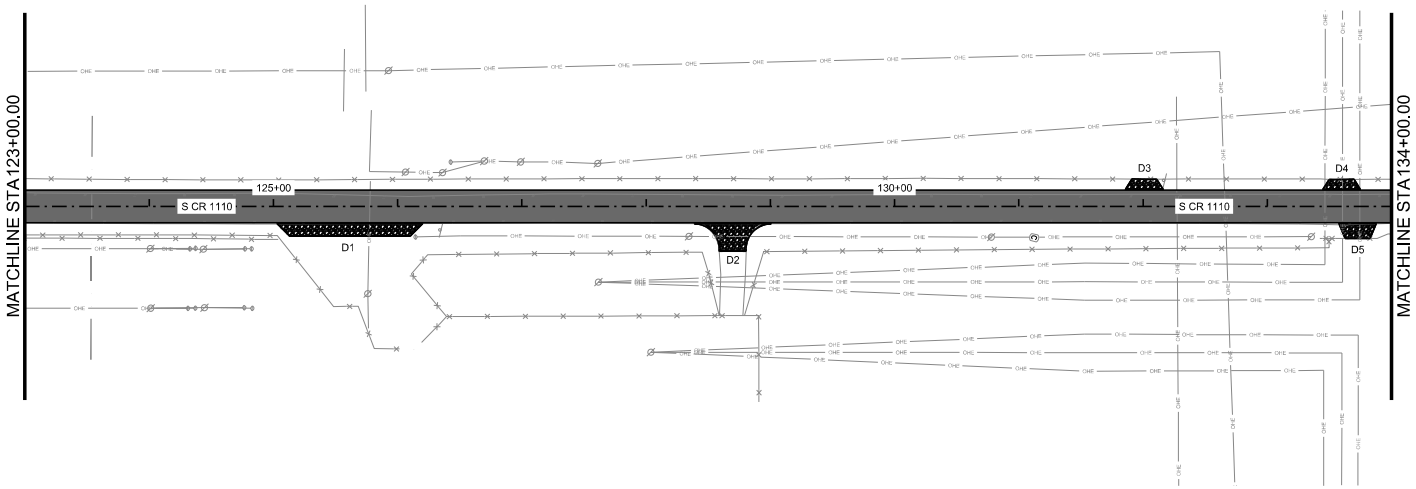
Removal Plan and Project Layout Sheet 2 of 4

C-108

REMOVAL PLAN



PROJECT LAYOUT



N

0 50' 100'

LEGEND

- REMOVE ASPHALT
- REMOVE FENCE

REMOVAL ITEMS

1. REMOVE ASPHALT PAVEMENT (SY)
2. REMOVE FENCE (LF)
3. REMOVE SMALL SIGN (EA)
4. REMOVE MECHANICAL GATE (MANUFACTURER IS TYMETAL)

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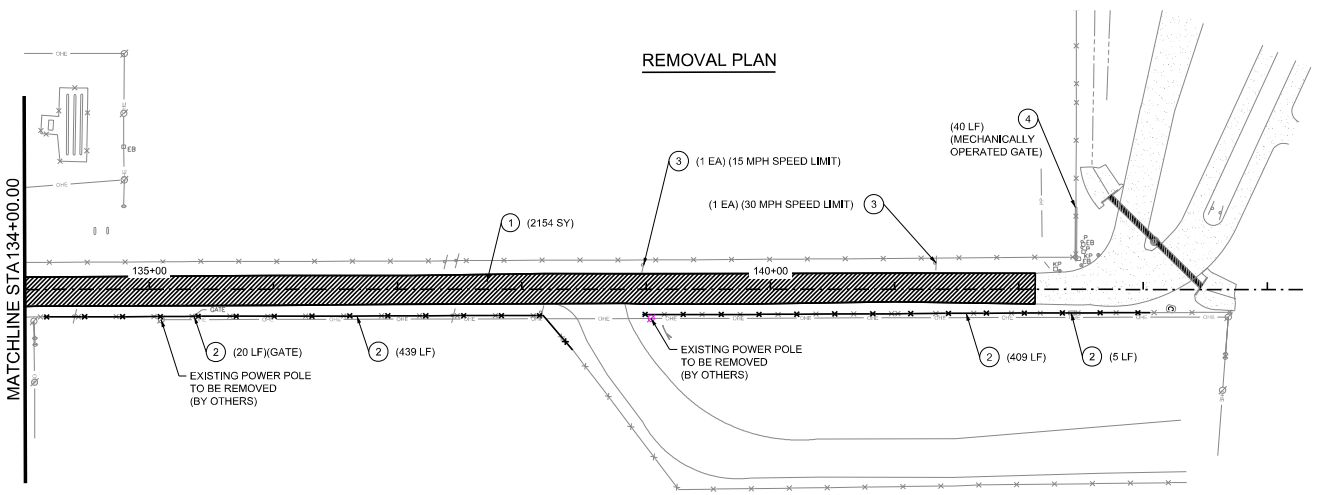
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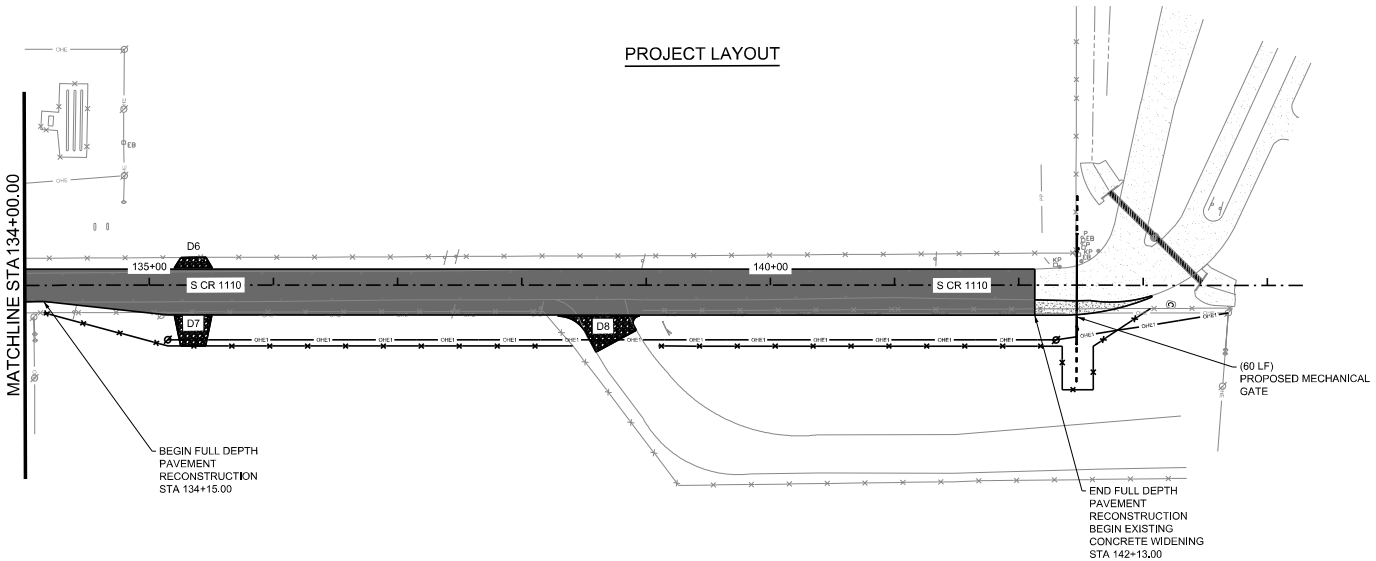
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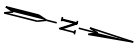
#	DATE	DESCRIPTION
-	08/15/24	BID SET

Removal Plan and Project Layout Sheet 3 of 4

C-109







LEGEND

- REMOVE ASPHALT
- REMOVE FENCE

REMOVAL ITEMS

1. REMOVE ASPHALT PAVEMENT (SY)
2. REMOVE FENCE (LF)
3. REMOVE SMALL SIGN (EA)
4. REMOVE MECHANICAL GATE (MANUFACTURER IS TYMETAL)

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-	08/15/24	BID SET

Removal Plan and Project Layout
Sheet 4 of 4

C-110

GENERAL NOTES FOR TRAFFIC CONTROL

1. NOTIFY TXDOT AT LEAST 48 HOURS BEFORE TRAFFIC CONTROL IS PLACED ALONG SH 158.
2. CONTACT FIRE, POLICE, EMS, POSTAL SERVICES AT LEAST 48 HOURS BEFORE EACH CONSTRUCTION PHASE BEGINS.
3. NOTIFY EACH PROPERTY OWNER OR TENANT AT LEAST 5 BUSINESS-DAYS PRIOR TO ANY CHANGES AFFECTING THEIR PROPERTY ACCESS POINTS.
4. INSTALL ALL BARRICADES, WARNING SIGNS, TRAFFIC CONTROL DEVICES, AND PAVEMENT MARKINGS IN CONFORMANCE WITH TCP, BC, AND WZ TXDOT STANDARDS.
5. PROVIDE AND MAINTAIN ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS ALONG SH 158.
6. FOR TCP ALONG CR 1110, MEET THE REQUIREMENTS SET BY THE TXMUTCD.
7. THE TRAFFIC CONTROL SHEETS ARE TO BE USED AS A GUIDE TO AID IN BIDDING THE PROJECT. THE SUCCESSFUL CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN AT LEAST 2 WEEKS PRIOR TO START OF CONSTRUCTION. THE CONSTRUCTION SEQUENCE CAN DIFFER FROM WHAT IS SHOWN IN THE CONSTRUCTION PLANS.
8. ADDITIONAL SIGNS AND BARRICADES, PLACED AS DIRECTED, WILL BE CONSIDERED SUBSIDIARY TO ITEM 502.

SEQUENCE OF WORK

REFER TO ADVANCED WARNING SIGN AND PHASING LAYOUT SHEET FOR ADVANCED WARNING SIGN NOTES, PHASING DETAILS, AND PCMS DETAILS.

PHASE I

MAINTENANCE OF TRAFFIC:
1. PLACE PCMS TWO WEEKS PRIOR TO BEGINNING CONSTRUCTION TO NOTIFY PUBLIC OF CONSTRUCTION PROJECT.
2. INSTALL ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS.

CONSTRUCTION:
1. INSTALL EROSION CONTROL DEVICES AS NECESSARY. REFER TO SW3P DETAIL SHEET.
2. CONSTRUCT TEMPORARY PAVEMENT. REFER TO TRAFFIC CONTROL TYPICAL SECTION PHASE I FOR TEMPORARY PAVEMENT NEED.

PHASE II

REFER TO TRAFFIC CONTROL TYPICAL SECTION PHASE II.

MAINTENANCE OF TRAFFIC:
1. RE-SET ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS.

CONSTRUCTION:
1. PERFORM FULL DEPTH RECONSTRUCTION.
2. CONSTRUCT DRIVEWAYS.
3. PERFORM CLEANUP.

PHASE III

REFER TO TRAFFIC CONTROL TYPICAL SECTION PHASE III.

MAINTENANCE OF TRAFFIC:
1. RE-SET ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS.

CONSTRUCTION:
1. PERFORM FULL DEPTH RECONSTRUCTION.
2. CONSTRUCT DRIVEWAYS.
3. PERFORM CLEANUP.

PHASE IV

REFER TO PLAN PHASE IV DETAILS FOR CONSTRUCTION WORK LIMITS AND DETAILS.

MAINTENANCE OF TRAFFIC:
1. RE-SET ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS.

CONSTRUCTION:
1. PERFORM FULL DEPTH RECONSTRUCTION AT SH 302 TIE-IN.
2. PERFORM CLEANUP.

PHASE V

MAINTENANCE OF TRAFFIC:
1. RE-SET ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS.

CONSTRUCTION:
1. INSTALL PERMANENT SIGNING AND STRIPING USING TCP(3-4)-13.
2. PERFORM FINAL SIDE-SCOPE GRADING.
3. REMOVE EROSION CONTROL DEVICES
4. REMOVE ALL BARRICADES WARNING SIGNS, AND TRAFFIC CONTROL DEVICES.
5. PERFORM FINAL CLEANUP.

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08/15/24

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MIDLAND Engineering Services

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City of Midland

300 N Loraine
Midland, TX
79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Traffic Control Plan Sequence of Construction

C-111

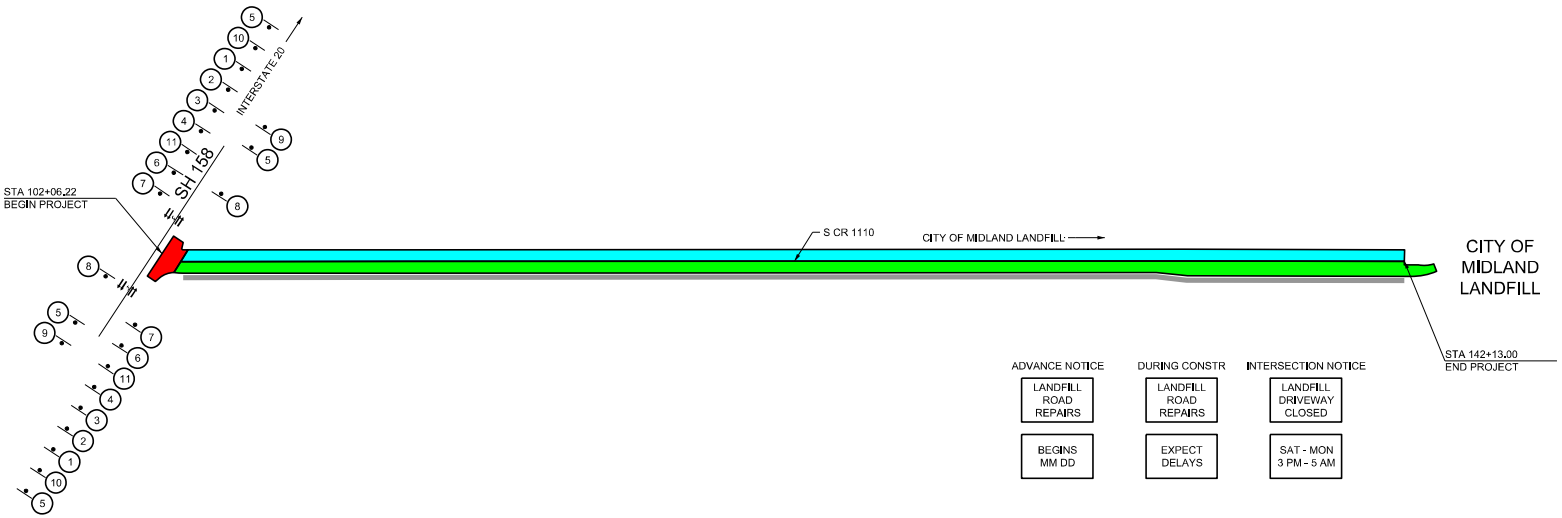
LEGEND

- TRAFFIC FLOW
- PHASE I WORK AREA
- PHASE II WORK AREA
- PHASE III WORK AREA
- PHASE IV WORK AREA
- TRAFFIC SIGN
- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

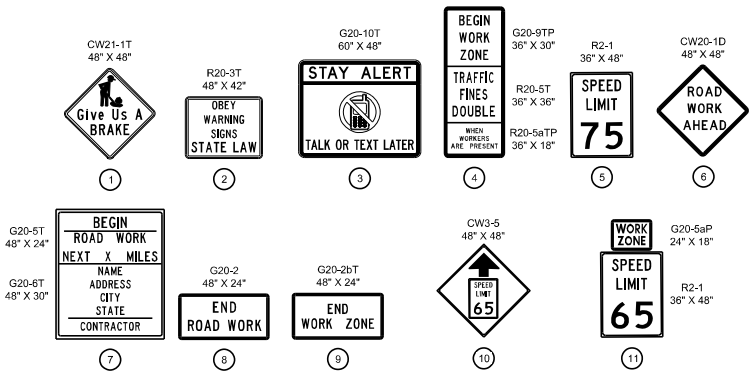
NOTES:

1. THIS SHEET REFLECTS ADVANCED SIGNING FOR WORK AT THE BEGINNING OF THE PROJECT LIMITS AND ARE TO REMAIN DURING CONSTRUCTION.
2. TRAFFIC SIGN LOCATIONS SHOWN ON THIS SHEET ARE REPRESENTATIONAL. SPACE SIGNS ACCORDING TO TXDOT BC STANDARDS AND TO SUIT SITE CONDITIONS.
3. PROVIDE AND MAINTAIN ALL BARRICADES, WARNING SIGNS, AND TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE CURRENT TXDOT BC AND TCP STANDARDS.
4. PLACE PCMS TWO WEEKS PRIOR TO BEGINNING CONSTRUCTION TO NOTIFY PUBLIC OF PROJECT. REFER TO TXDOT BC(6)-21 FOR ADDITIONAL PCMS NOTES.
5. PHASE V LIMITS NOT SHOWN ON THIS SHEET.
6. SPEED REDUCTION TO BE APPROVED BY TxDOT. CONTRACTOR TO REQUEST APPROVAL IF DETERMINED THAT THE SPEED REDUCTION IS NECESSARY DURING CONSTRUCTION.

NTS



ADVANCE NOTICE	DURING CONSTR	INTERSECTION NOTICE
LANDFILL ROAD REPAIRS	LANDFILL ROAD REPAIRS	LANDFILL DRIVEWAY CLOSED
BEGINS MM DD	EXPECT DELAYS	SAT - MON 3 PM - 5 AM



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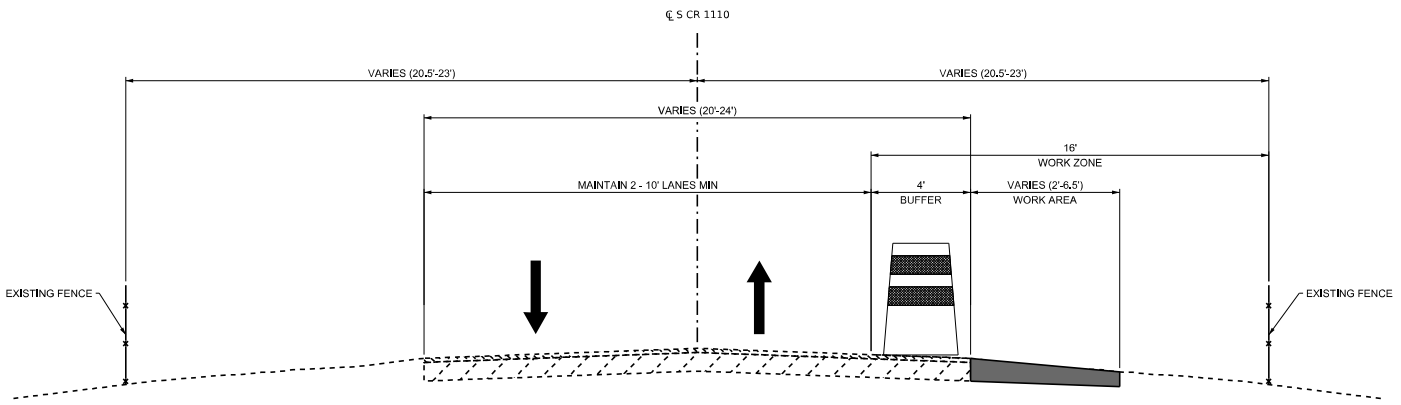
300 N Loraine
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79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Traffic Control Plan Advanced Warning Sign and Phasing Layout

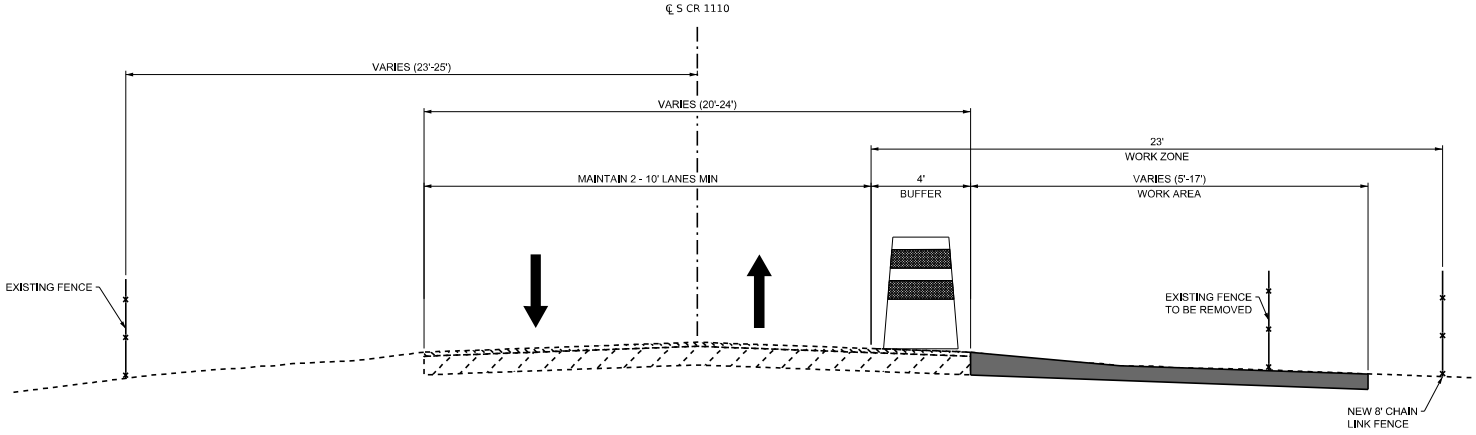
C-112



PHASE I CONSTRUCTION

NTS

STA 102+06.22 TO STA 139+00.00



PHASE I CONSTRUCTION

NTS

STA 139+00.00 TO STA 142+13.00

LEGEND

- CONSTRUCT THIS PHASE
- CONSTRUCTED PREVIOUS PHASE

NOTES:

1. TEMPORARY PAVEMENT WILL BE MEASURED AND PAID FOR BY THE SQUARE YARD AND MAY CONSIST OF 8" TY B HMAC AND AN EMULSION SEAL OR 12" OF CALICHE BASE AND A 1-COURSE SURFACE TREATMENT. CONTRACTOR MAY SUBMIT ANOTHER SECTION FOR APPROVAL. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DRIVEABILITY AND PERFORMANCE OF TEMPORARY PAVEMENT THROUGHOUT THE COURSE OF CONSTRUCTION FOR NO ADDITIONAL PAYMENT.

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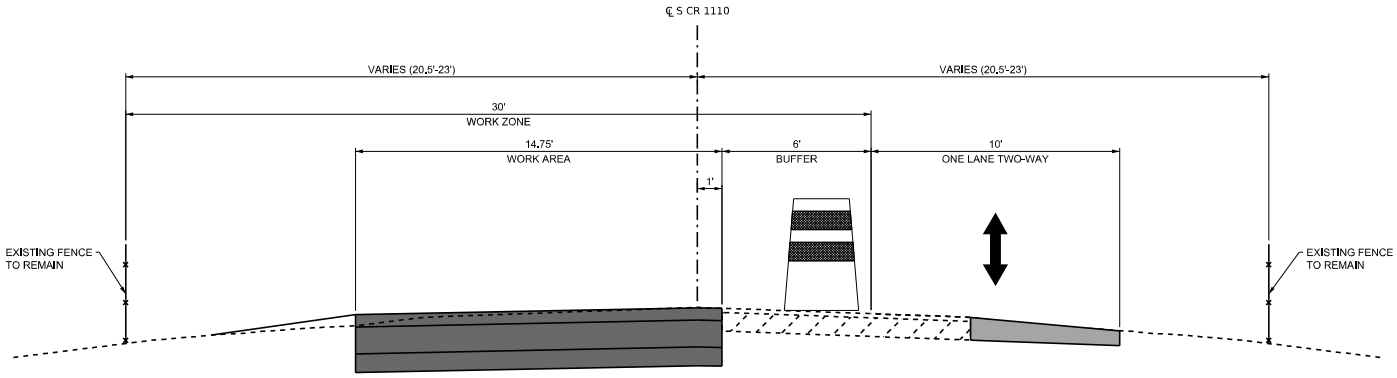
300 N Loraine
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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Traffic Control Typical Sections Phase I

C-113



PHASE II CONSTRUCTION

NTS

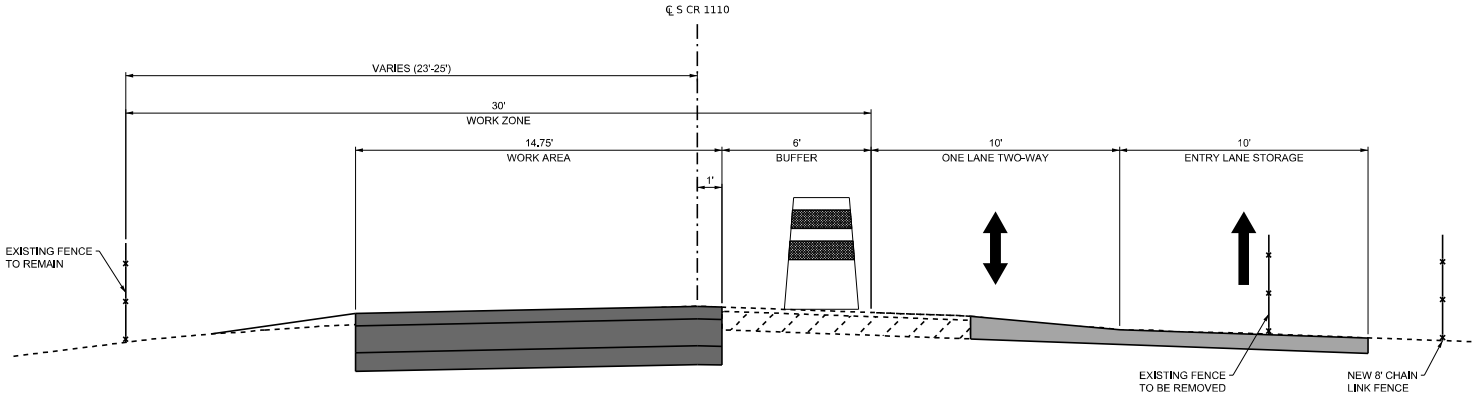
STA 102+06.22 TO STA 139+00.00

LEGEND

- CONSTRUCT THIS PHASE
- CONSTRUCTED PREVIOUS PHASE

NOTES:

1. TEMPORARY PAVEMENT WILL BE MEASURED AND PAID FOR BY THE SQUARE YARD AND MAY CONSIST OF 8" TY B HMAC AND AN EMULSION SEAL OR 12" OF CALICHE BASE AND A 1-COURSE SURFACE TREATMENT. CONTRACTOR MAY SUBMIT ANOTHER SECTION FOR APPROVAL. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DRIVEABILITY AND PERFORMANCE OF TEMPORARY PAVEMENT THROUGHOUT THE COURSE OF CONSTRUCTION FOR NO ADDITIONAL PAYMENT.



PHASE II CONSTRUCTION

NTS

STA 139+00.00 TO STA 142+13.00

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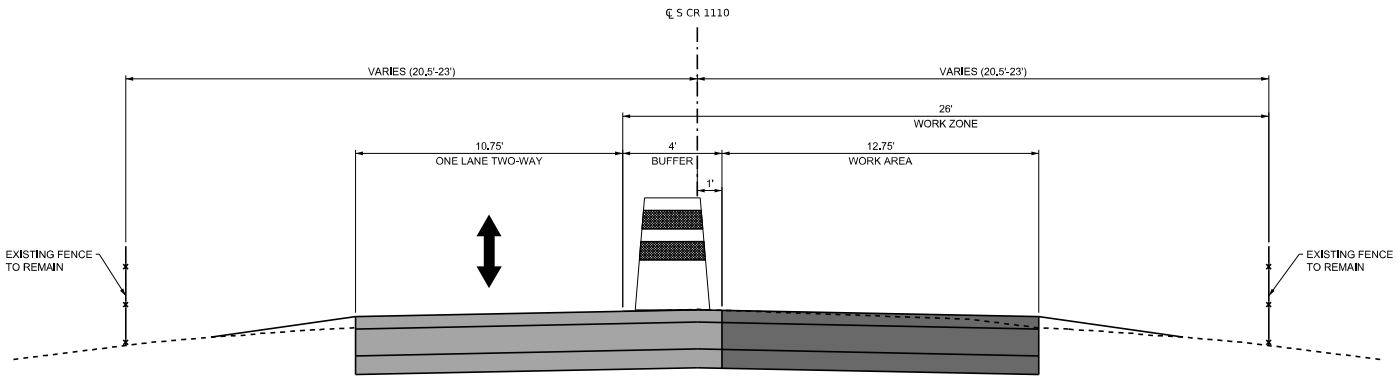
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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Traffic Control Typical Sections Phase II

C-114



PHASE III CONSTRUCTION

NTS

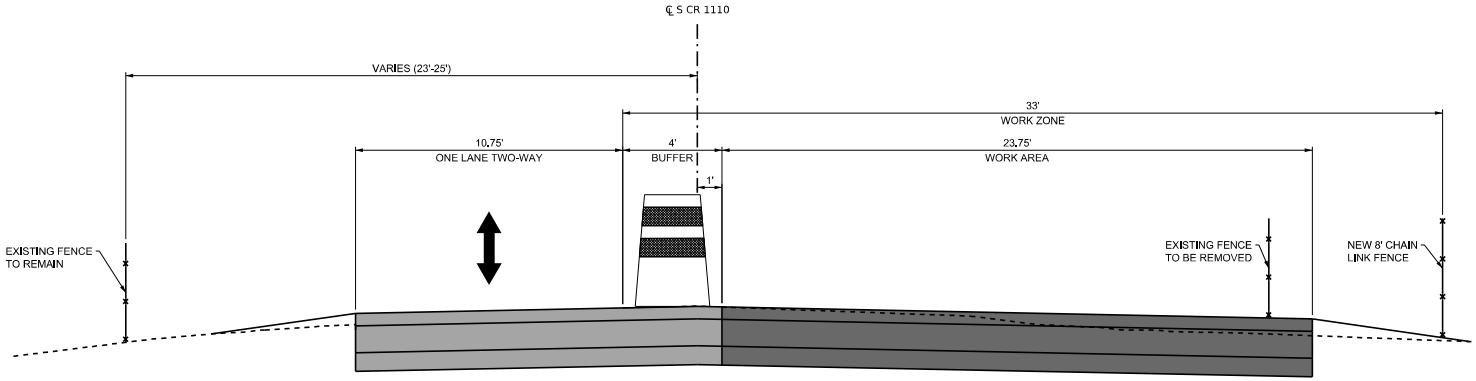
STA 102+06.22 TO STA 139+00.00

LEGEND

- CONSTRUCT THIS PHASE
- CONSTRUCTED PREVIOUS PHASE

NOTES:

1. TEMPORARY PAVEMENT WILL BE MEASURED AND PAID FOR BY THE SQUARE YARD AND MAY CONSIST OF 8" TY B HMAC AND AN EMULSION SEAL OR 12" OF CALICHE BASE AND A 1-COURSE SURFACE TREATMENT. CONTRACTOR MAY SUBMIT ANOTHER SECTION FOR APPROVAL. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING DRIVEABILITY AND PERFORMANCE OF TEMPORARY PAVEMENT THROUGHOUT THE COURSE OF CONSTRUCTION FOR NO ADDITIONAL PAYMENT.



PHASE III CONSTRUCTION

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STA 139+00.00 TO STA 142+13.00

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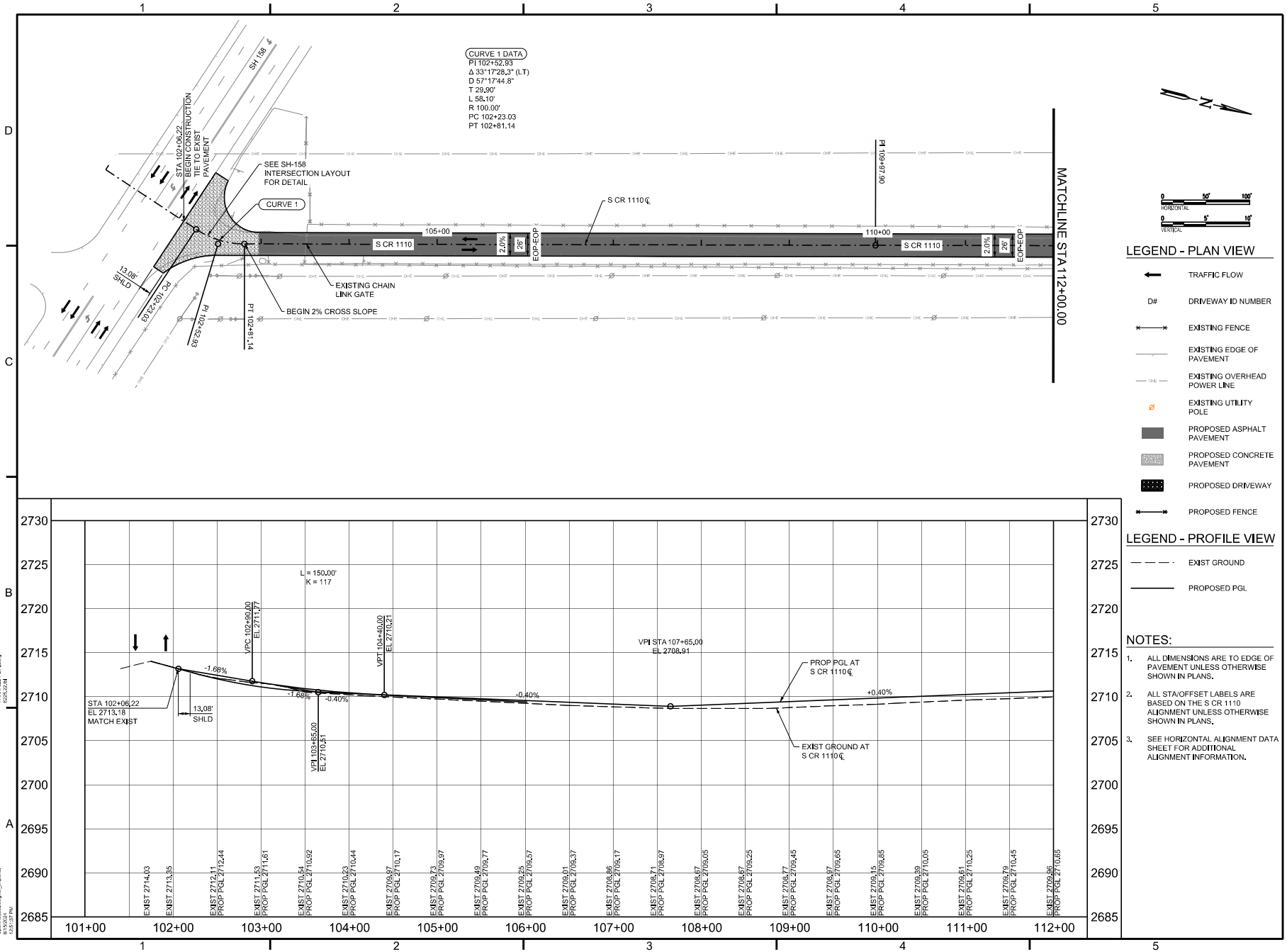
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79701

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#	DATE	DESCRIPTION
-	08/15/24	BID SET

Traffic Control Typical Sections Phase III

C-115



LEGEND - PLAN VIEW

- TRAFFIC FLOW
- D# DRIVEWAY ID NUMBER
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING UTILITY POLE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED FENCE

LEGEND - PROFILE VIEW

- EXIST GROUND
- PROPOSED PGL

NOTES:

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN IN PLANS.
2. ALL STA/OFFSET LABELS ARE BASED ON THE S CR 1110 ALIGNMENT UNLESS OTHERWISE SHOWN IN PLANS.
3. SEE HORIZONTAL ALIGNMENT DATA SHEET FOR ADDITIONAL ALIGNMENT INFORMATION.

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08/15/24

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Midland Landfill Access Road (S CR 1110) Reconstruction

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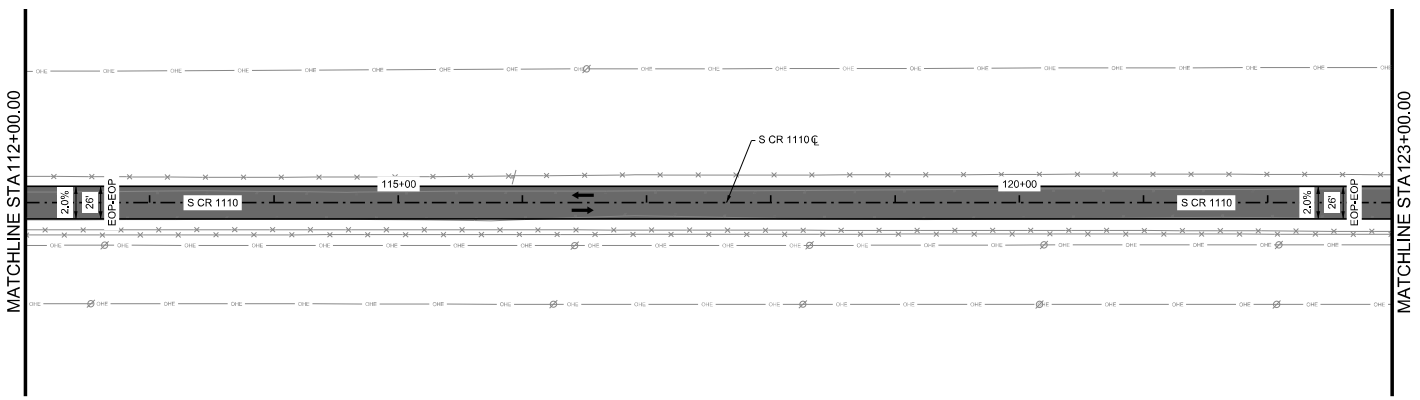
300 N Loraine
Midland, TX
79701

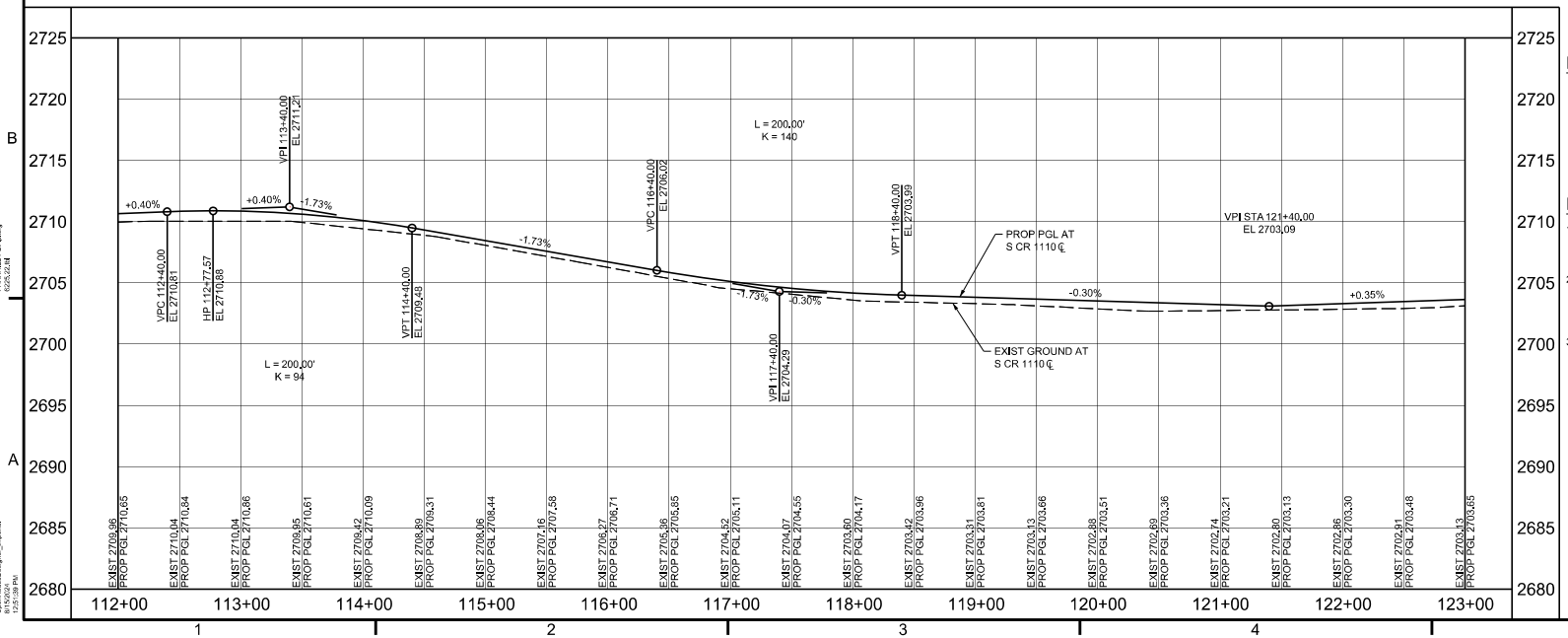
PROJECT NO.
6225.22

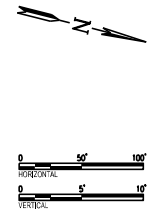
#	DATE	DESCRIPTION
-	08/15/24	BID SET

S CR 1110
Plan and Profile
Sheet 1 of 4

C-116







LEGEND - PLAN VIEW

- TRAFFIC FLOW
- D# — DRIVEWAY ID NUMBER
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING UTILITY POLE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED FENCE

LEGEND - PROFILE VIEW

- EXIST GROUND
- PROPOSED PGL

NOTES:

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08/15/24

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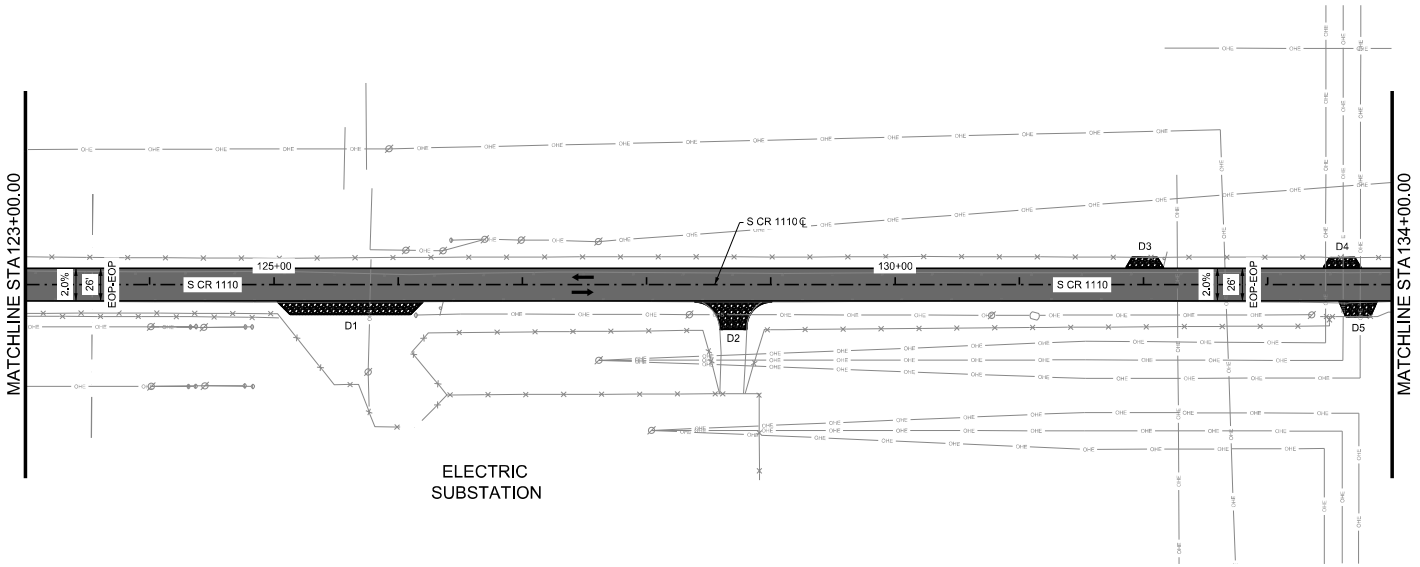
300 N Loraine
Midland, TX
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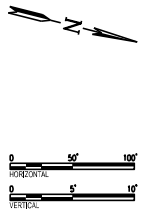
PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

S CR 1110
Plan and Profile
Sheet 2 of 4

C-117



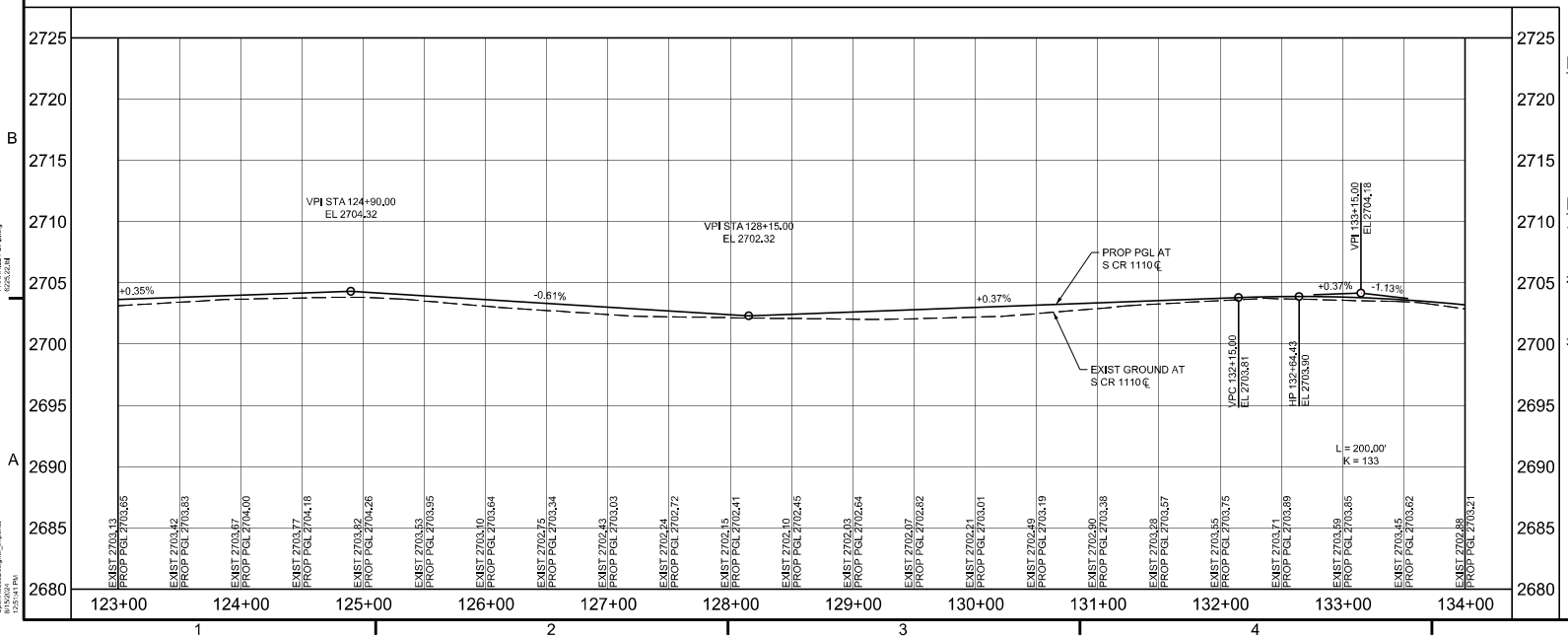


LEGEND - PLAN VIEW

- TRAFFIC FLOW
- D# DRIVEWAY ID NUMBER
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING UTILITY POLE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED FENCE

LEGEND - PROFILE VIEW

- EXIST GROUND
- PROPOSED PGL



NOTES:

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08/15/24

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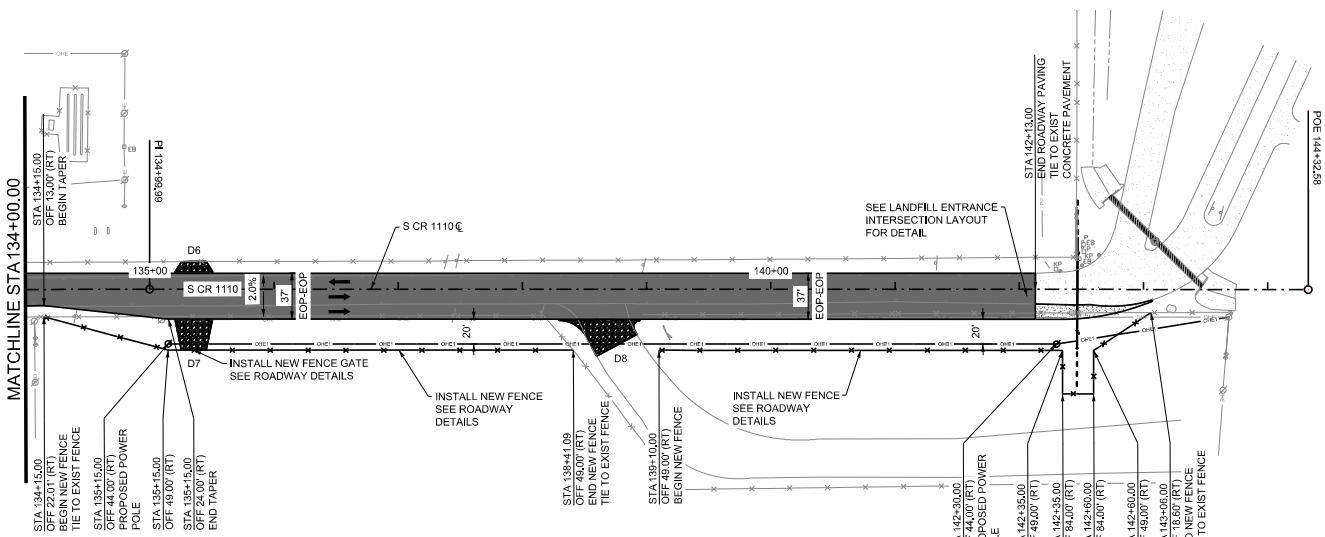
300 N Loraine
Midland, TX
79701

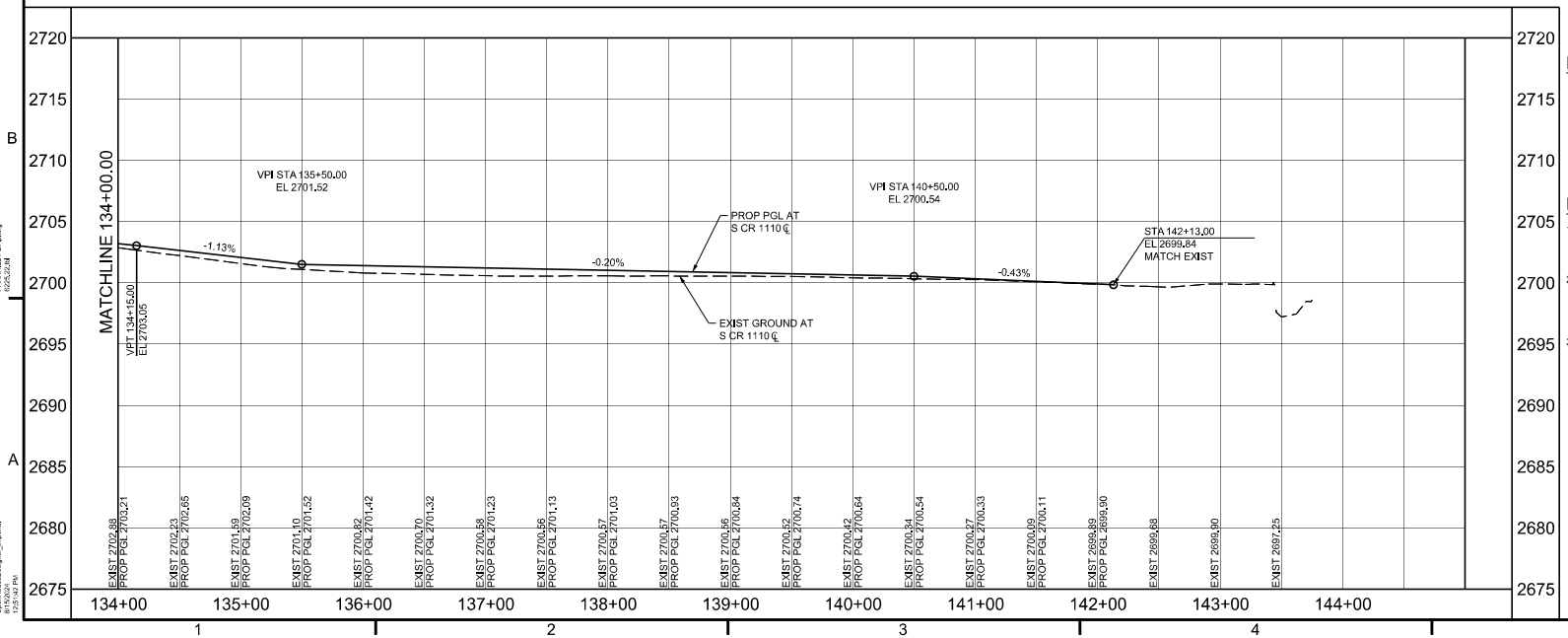
PROJECT NO.
6225.22

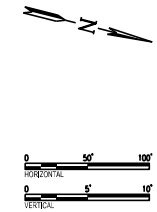
#	DATE	DESCRIPTION
-	08/15/24	BID SET

S CR 1110
Plan and Profile
Sheet 3 of 4

C-118







LEGEND - PLAN VIEW

- TRAFFIC FLOW
- D# DRIVEWAY ID NUMBER
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING OVERHEAD POWER LINE
- EXISTING UTILITY POLE
- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT
- PROPOSED DRIVEWAY
- PROPOSED FENCE

LEGEND - PROFILE VIEW

- EXIST GROUND
- PROPOSED PGL

NOTES:

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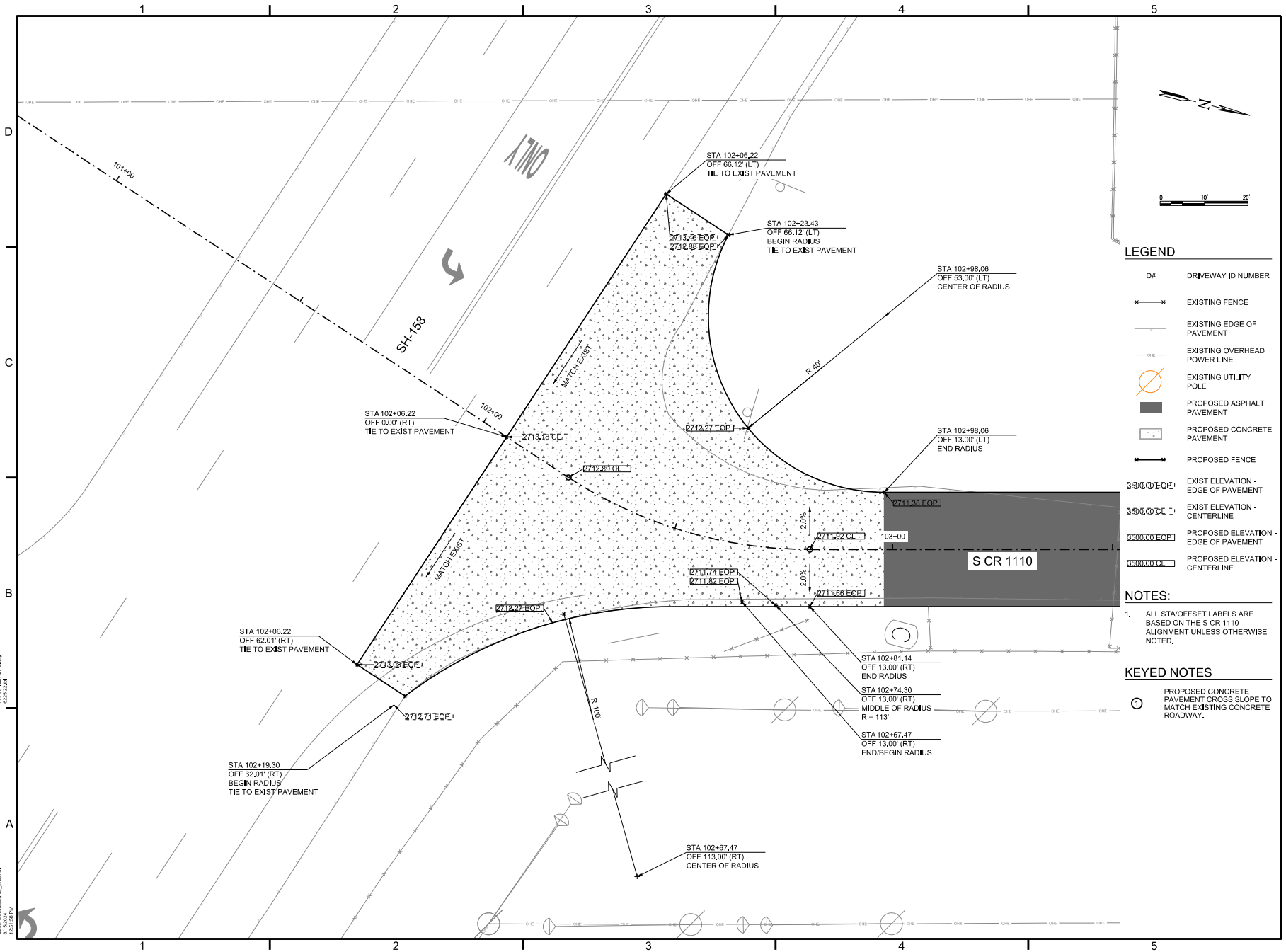
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79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

S CR 1110 Plan and Profile Sheet 4 of 4

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LEGEND

D#	DRIVEWAY ID NUMBER
	EXISTING FENCE
	EXISTING EDGE OF PAVEMENT
	EXISTING OVERHEAD POWER LINE
	EXISTING UTILITY POLE
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	PROPOSED FENCE
2500.00 EOP	EXIST ELEVATION - EDGE OF PAVEMENT
2500.00 CL	EXIST ELEVATION - CENTERLINE
6500.00 EOP	PROPOSED ELEVATION - EDGE OF PAVEMENT
6500.00 CL	PROPOSED ELEVATION - CENTERLINE

NOTES:

1. ALL STA/OFFSET LABELS ARE BASED ON THE S CR 1110 ALIGNMENT UNLESS OTHERWISE NOTED.

KEYED NOTES

① PROPOSED CONCRETE PAVEMENT CROSS SLOPE TO MATCH EXISTING CONCRETE ROADWAY.

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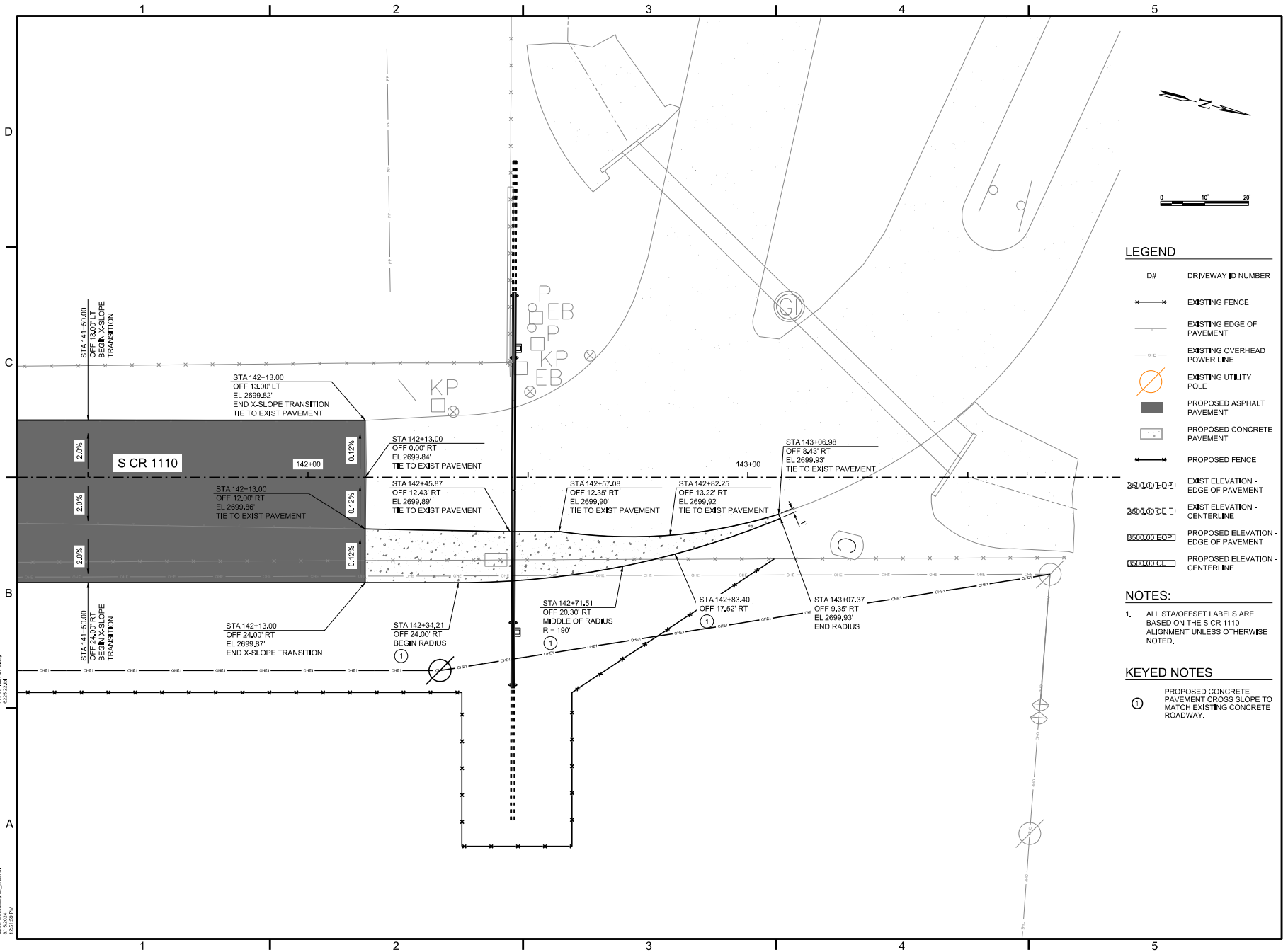
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PROJECT NO.
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#	DATE	DESCRIPTION
-	08/15/24	BID SET

Intersection Layout SH-158

C-120



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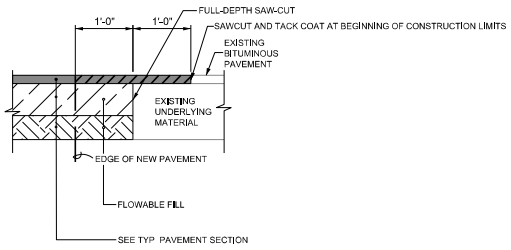
300 N Loraine
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PROJECT NO.
6225.22

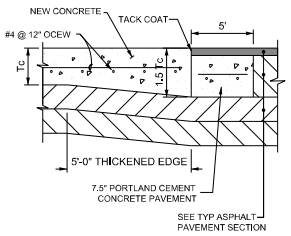
#	DATE	DESCRIPTION
-	08/15/24	BID SET

Intersection Layout Landfill Entrance

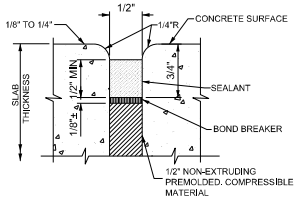
C-121



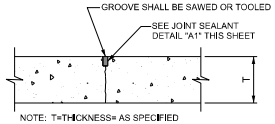
JUNCTURE OF NEW AND EXISTING FLEXIBLE PAVEMENT



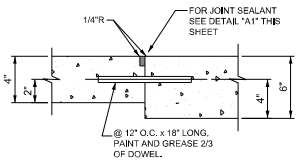
CONCRETE/ASPHALT JUNCTURE



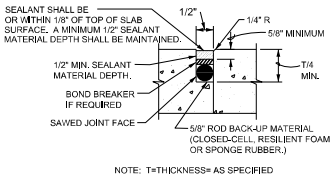
1/2" EXPANSION JOINT SECTION



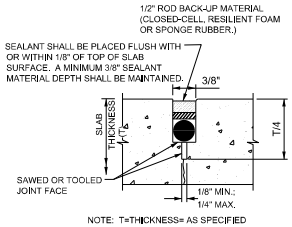
CONTRACTION JOINT



DOWELED EXPANSION JOINT



CONSTRUCTION JOINT



SAWED/TOOLED CONTRACTION JOINT

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PARKHILL, INC F-1580 STATE OF TEXAS SANDRA GUTIERREZ 141365 LICENSED PROFESSIONAL ENGINEER
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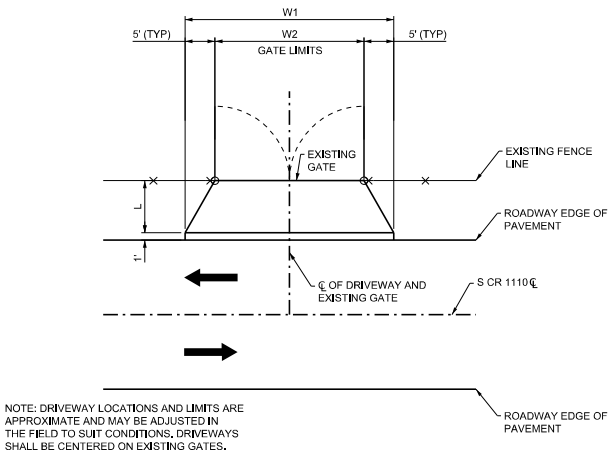
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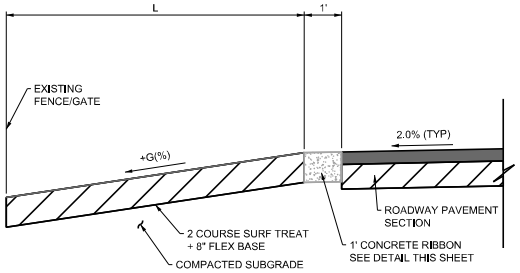
Roadway Details Sheet 1 of 1

C-122

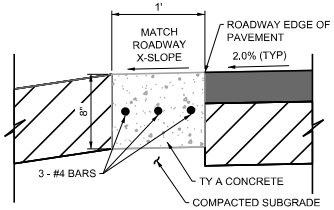


NOTE: DRIVEWAY LOCATIONS AND LIMITS ARE APPROXIMATE AND MAY BE ADJUSTED IN THE FIELD TO SUIT CONDITIONS. DRIVEWAYS SHALL BE CENTERED ON EXISTING GATES.

TYPICAL DRIVEWAY - PLAN



TYPICAL DRIVEWAY - SECTION



1' CONCRETE RIBBON

P&P SHEET NUMBER	DWY NO	STATION	LT/RT	LENGTH	WIDTH		SLOPE
				L	W1	W2	G
				FT	FT	FT	%
3 OF 4	1*	125+61.54	RT	10	117	97	5.37
3 OF 4	2*	128+70.04	RT	20	58	22	3.56
3 OF 4	3	132+00.98	LT	8	30	20	1.22
3 OF 4	4	133+59.87	LT	8	30	20	0.12
3 OF 4	5	133+72.73	RT	12	30	20	6.63
4 OF 4	6	135+35.61	LT	8	30	20	6.95
4 OF 4	7	135+35.48	RT	8	30	20	9.71
4 OF 4	8*	138+51.89	RT	10	78	41	4.59

REFER TO RESPECTIVE PLAN & PROFILE LAYOUT

*SPECIAL DRIVEWAY. SEE DRIVEWAY DETAILS SHEET 2 OF 2 FOR LAYOUT

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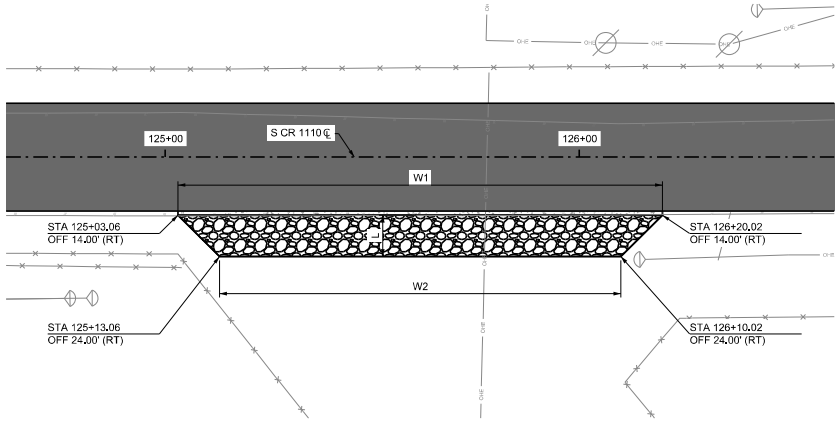
300 N Loraine
Midland, TX
79701

PROJECT NO.
6225.22

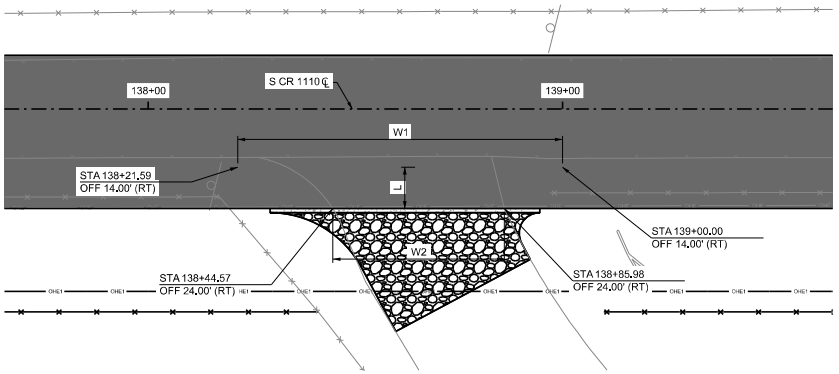
#	DATE	DESCRIPTION
-	08/15/24	BID SET

Driveway Details Sheet 1 of 2

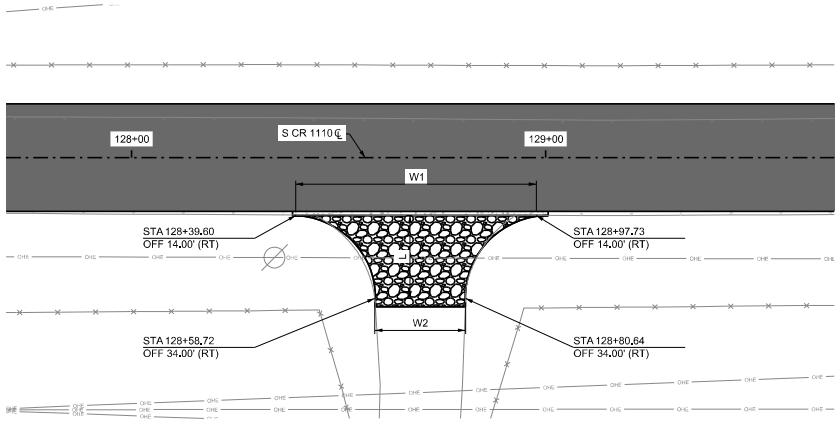
C-123



SPECIAL DRIVEWAY - D1



SPECIAL DRIVEWAY - D8



SPECIAL DRIVEWAY - D2

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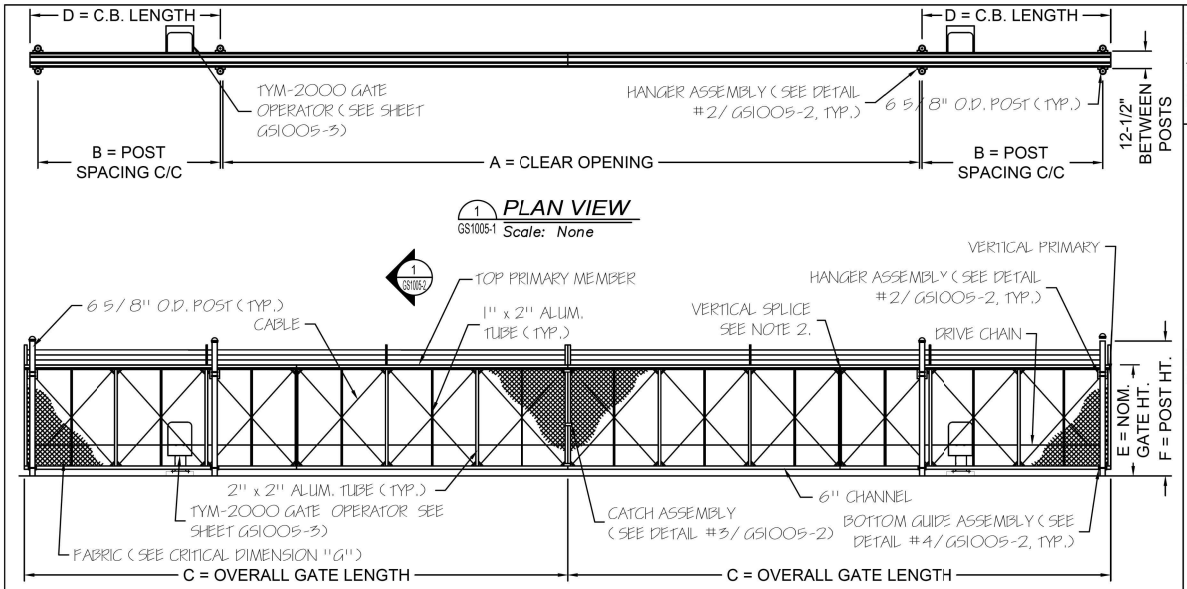
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PROJECT NO.
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#	DATE	DESCRIPTION
-	08/15/24	BID SET

Driveway Details Sheet 2 of 2

C-124



NOTES:
1. ALL FITTINGS PROVIDED FOR 6 5/8" O.D. POSTS. OTHER SIZES ARE AVAILABLE UPON REQUEST.

3. GATE ELEVATION IS VIEWED FROM OUTSIDE OF THE SECURE AREA LOOKING IN.

4. GATE FINISH: MILL FINISHED ALUMINUM.

NOMINAL GATE SIZE	
60'w x 8'+1'h	*PRELIMINARY DRAWING*

CRITICAL DIMENSION CHART

A	CLEAR OPENING	60'-0"	E	NOMINAL GATE HEIGHT	8'-0"
B	COUNTERBALANCE POST SPACING C/C	14'-1"	F	POST HEIGHT	9'-6"
C	OVERALL GATE LENGTH	45'-0"	G	FABRIC HEIGHT	7'-0"
D	COUNTERBALANCE LENGTH	15'-0"			

DIRECTORY\CAD FILE: TYM1000 Slotted Guide GS1005-1
SHEET NUMBER: 1 of 3
DRAWING NUMBER: GS1005-1
PROJECT: Midland Solid Waste Facility
SUBJECT: Double Structural Cantilever Slide Gate with TYM-2000 Operator
CONTRACTOR:
ARCHITECT/ENGINEER: Parkhill - El Paso, TX

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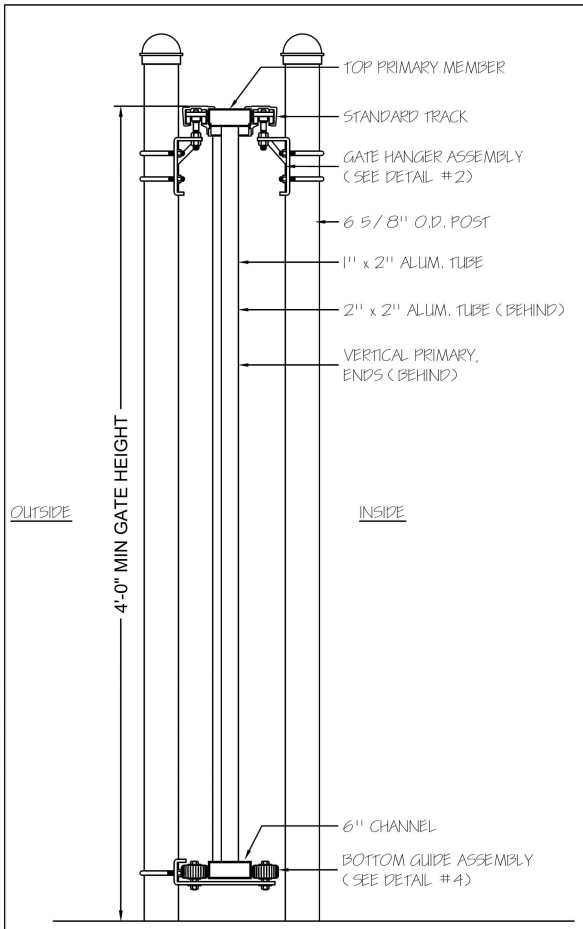
300 N Loraine
Midland, TX
79701

PROJECT NO.
6225.22

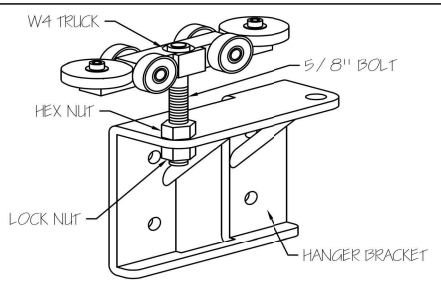
#	DATE	DESCRIPTION
-	08/15/24	BID SET

Mechanical Gate Details Sheet 1 of 3

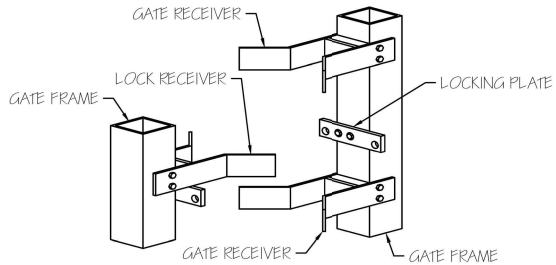
C-125



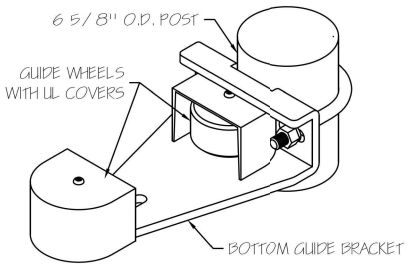
1 GS1005-2 ASSEMBLY SECTION Scale: None



2 GS1005-2 GATE HANGER Scale: None



3 GS1005-2 CATCH ASSEMBLY Scale: None



4 GS1005-2 BOTTOM GUIDE Scale: None

DIRECTORY\CAD FILE:	TM-1100-2200 Structural GS1005 R2
SHEET NUMBER:	2 of 3
DRAWING NUMBER:	GS1005-2
PROJECT:	Midland Solid Waste Facility
SUBJECT:	Structural Cantilever Slide Gate Details
CONTRACTOR:	
ARCHITECT/ENGINEER:	Parkhill - El Paso, TX

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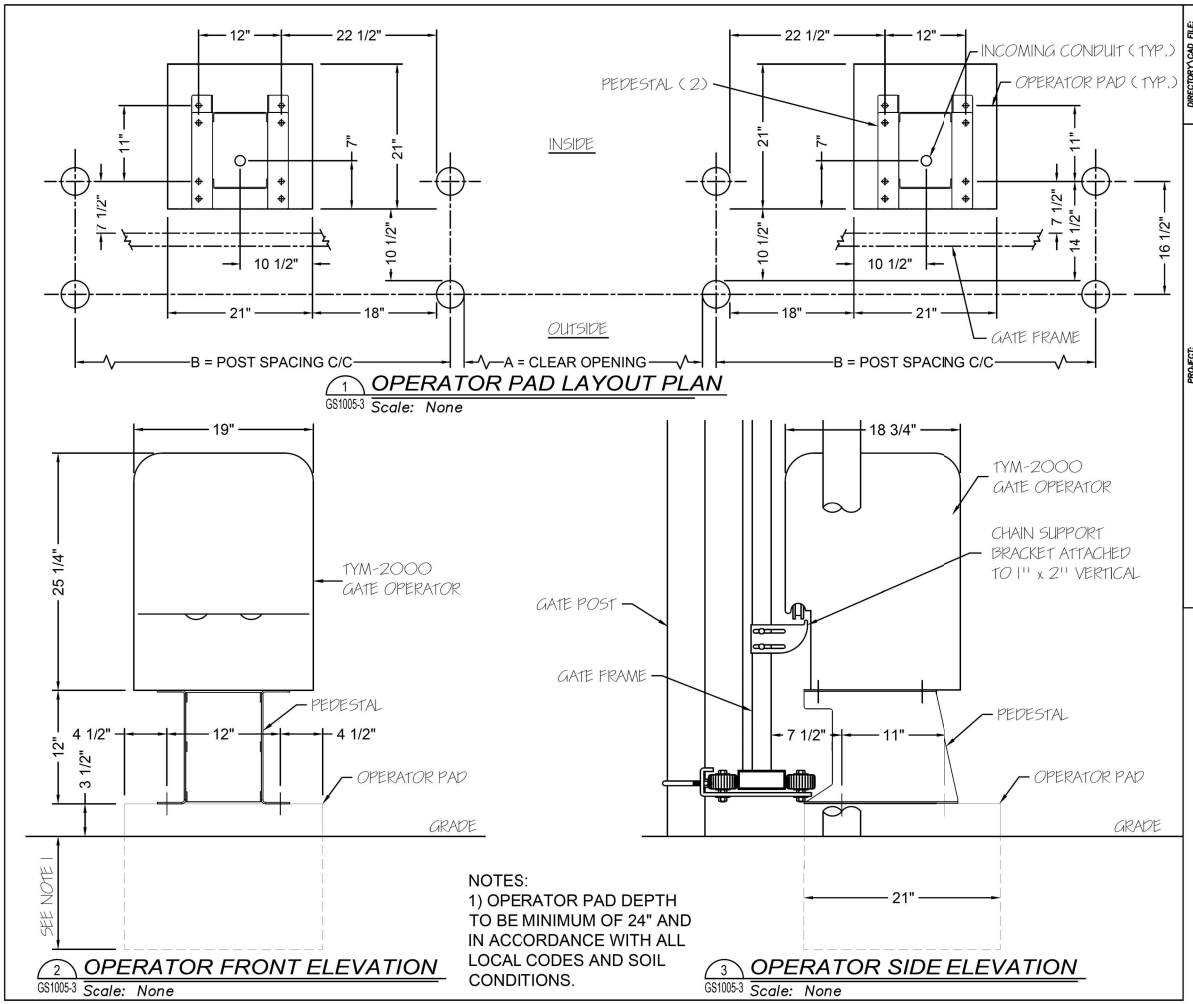
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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Mechanical Gate Details Sheet 2 of 3

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NOTES:
1) OPERATOR PAD DEPTH TO BE MINIMUM OF 24" AND IN ACCORDANCE WITH ALL LOCAL CODES AND SOIL CONDITIONS.

PROJECT: Midland Solid Waste Facility
SUBJECT: TYM-2000 Gate Operator
CONTRACTOR:
ARCHITECT/ENGINEER: Parkhill - El Paso, TX
DIRECTORY\CAD FILE: TM-1000-2000 Structural GS1005 R2
SHEET NUMBER: 3 of 3
DRAWING NUMBER: GS1005-3

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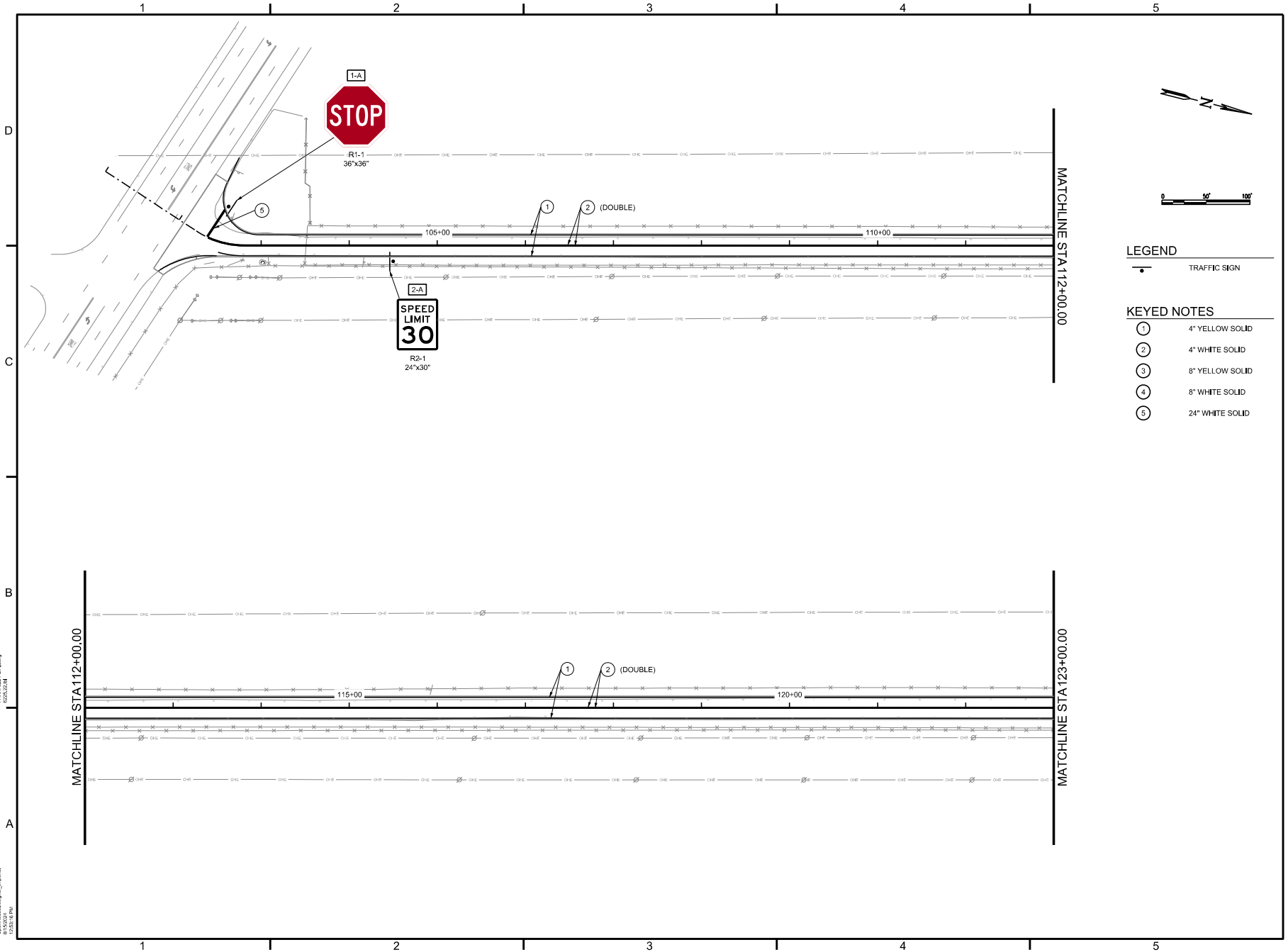
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6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Mechanical Gate Details Sheet 3 of 3

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LEGEND

- TRAFFIC SIGN

KEYED NOTES

1. 4" YELLOW SOLID
2. 4" WHITE SOLID
3. 8" YELLOW SOLID
4. 8" WHITE SOLID
5. 24" WHITE SOLID

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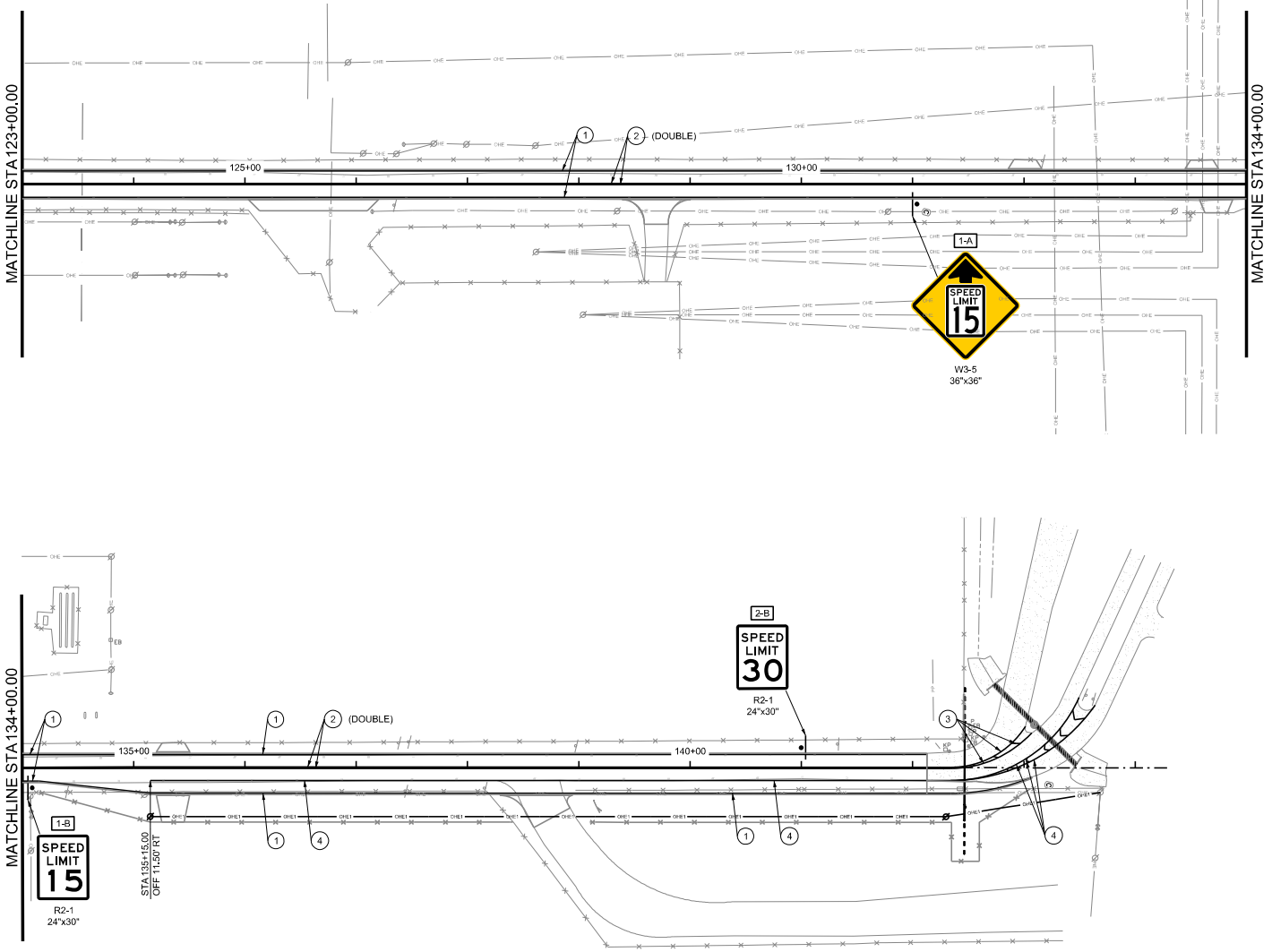
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79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Pavement Markings and Signs
Sheet 1 of 2

C-128



N

0 50' 100'

LEGEND

- TRAFFIC SIGN

KEYED NOTES

1. 4" YELLOW SOLID
2. 4" WHITE SOLID
3. 8" YELLOW SOLID
4. 8" WHITE SOLID
5. 24" WHITE SOLID

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PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Pavement Markings and Signs Sheet 2 of 2

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SUMMARY OF SMALL SIGNS

											SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)				
											Post Type	Posts	Anchor Type	Mounting Designation	
SIGN LAYOUT SHEET	SIGN NO.	STATION	RT/LT	SIGN TYPE	SIGN TEXT	SIGN DIMENSIONS	LEGNED SHEETING	BACKGROUND SHEETING	ALUMINUM TYPE A	ALUMINUM TYPE G	FRP = Fiberglass TWT = Thir-Wall 10BWG = 10 BWG S80 = Sch 80	(1 or 2)	UA = Univer-Conc UB = Univer-Bolt WA = Wedge-Conc SA = Slip-Conc SB = Slip-Bolt	P = Prefab. "Plain" T = Prefab. "T" U = Prefab. "U"	0 , 1 or 2 = # of Ext. BM = Extruded Wind Beam WC = 1.12 #/ft Wing Channel EXAL = Extruded Alum.
1 OF 1	1-A	102+50.00	LT	R1-1	STOP	36"x36"	C	C	X		10 BWG	1	SA	P	
	2-A	104+50.00	RT	R2-1	SPEED LIMIT 30	24"x30"	FILM	A	X		10 BWG	1	SA	P	
	1-B	134+50.00	RT	W3-5	REDUCE SPEED LIMIT AHEAD	36"x36"	FILM	C_{FL}	X		10 BWG	1	SA	P	
	2-B	137+50.00	RT	R2-1	SPEED LIMIT 15	24"x30"	FILM	A	X		10 BWG	1	SA	P	
	3-B	141+00.00	LT	R2-1	SPEED LIMIT 30	24"x30"	FILM	A	X		10 BWG	1	SA	P	

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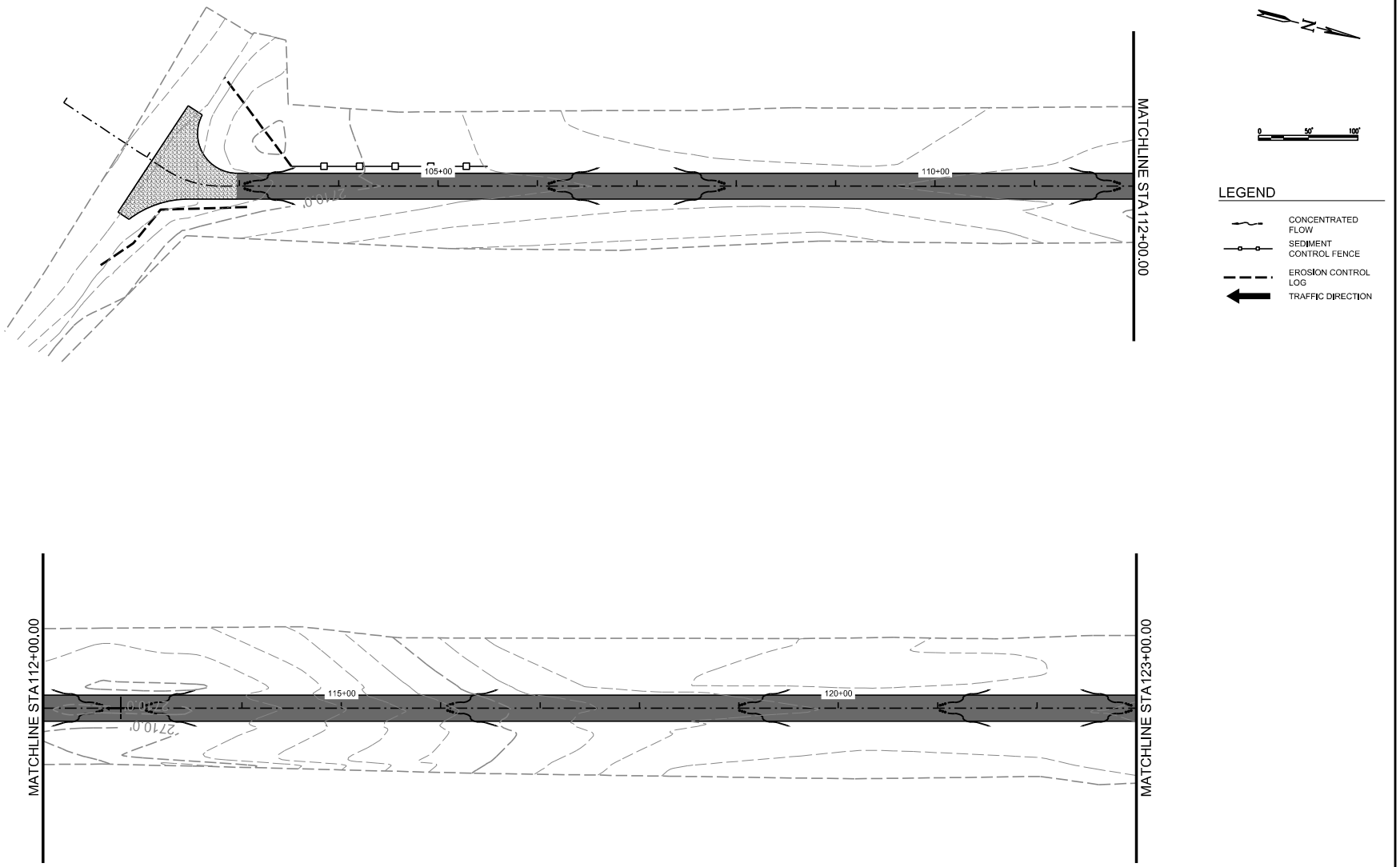
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#	DATE	DESCRIPTION
-	08/15/24	BID SET

Summary of Small Signs

C-130



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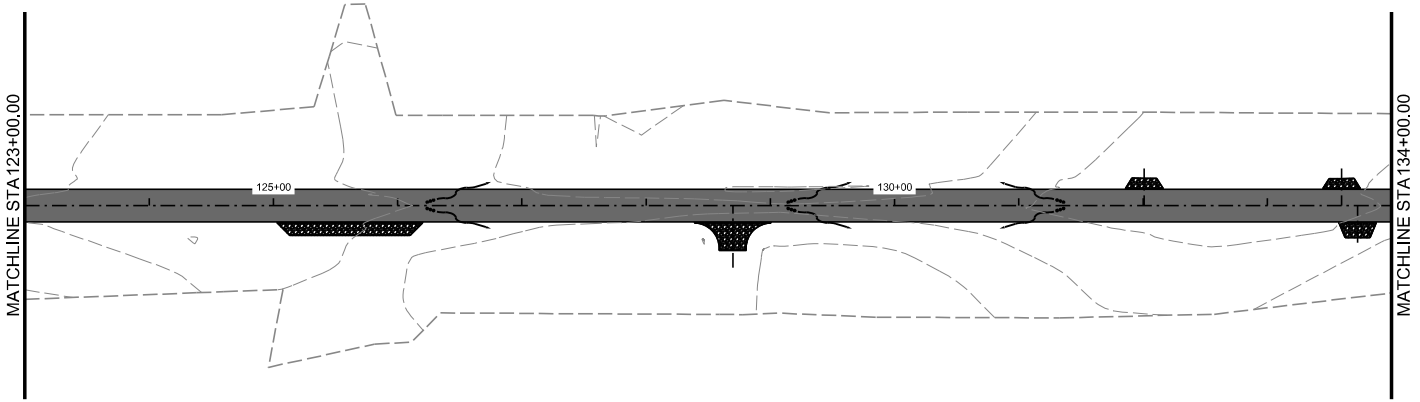
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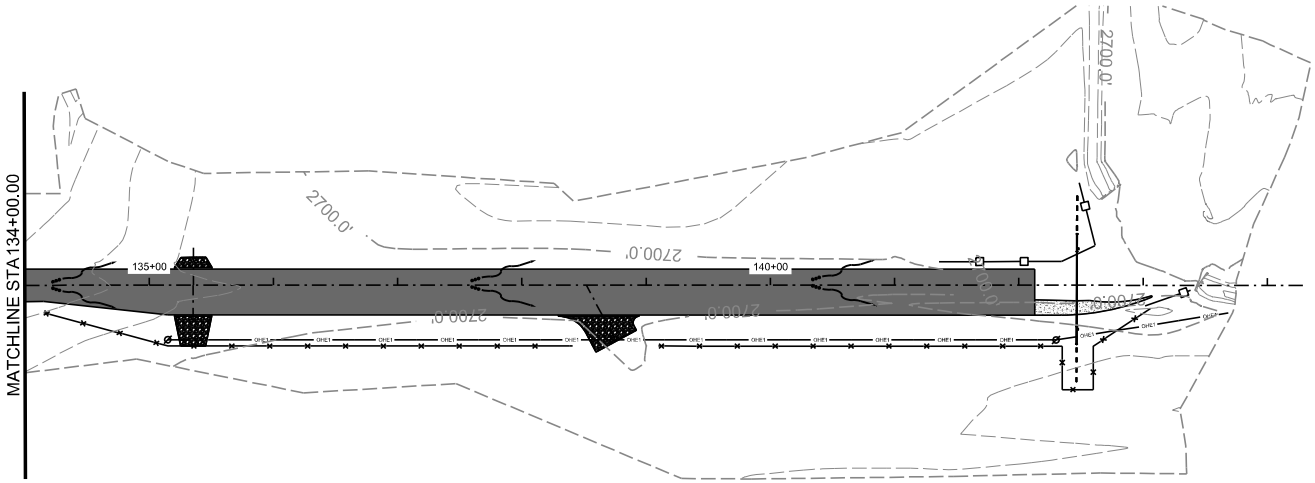
PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Erosion Control Plan Sheet 1 of 2

C-131





N

0 50' 100'

LEGEND

- CONCENTRATED FLOW
- SEDIMENT CONTROL FENCE
- EROSION CONTROL LOG
- TRAFFIC DIRECTION

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PROJECT NO.
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#	DATE	DESCRIPTION
-	08/15/24	BID SET

Erosion Control Plan Sheet 2 of 2

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DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.

11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation | Traffic Safety Division Standard

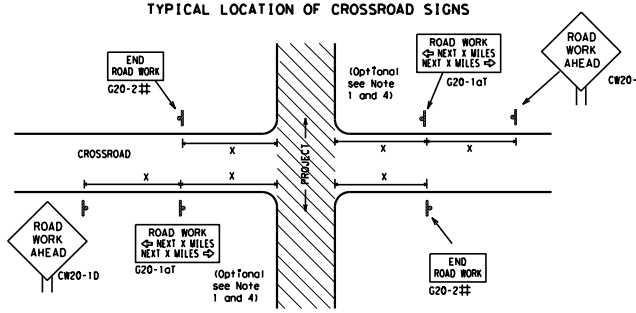
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-21

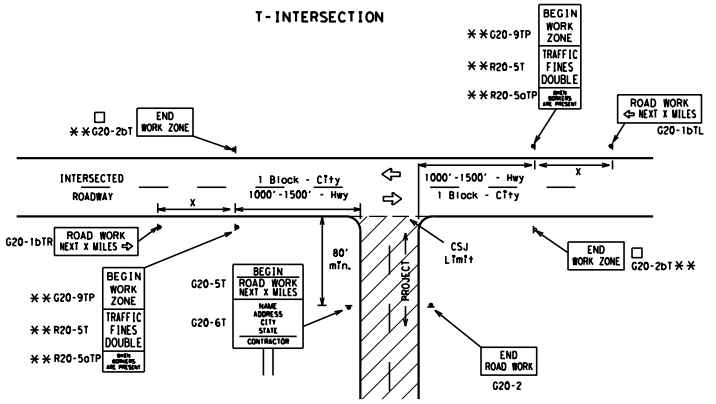
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©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS				
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07 8-14				C-501
5-10 5-21				

95

TYPICAL LOCATION OF CROSSROAD SIGNS



T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING[1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign △ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

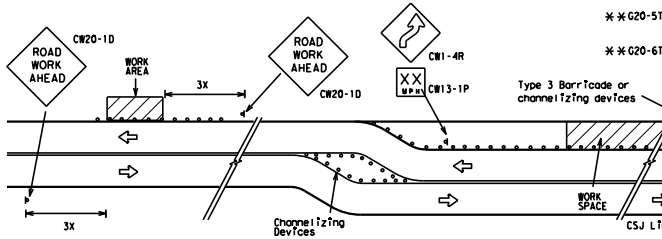
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

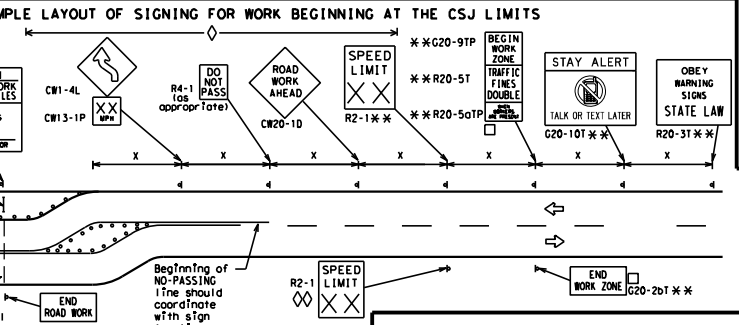
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

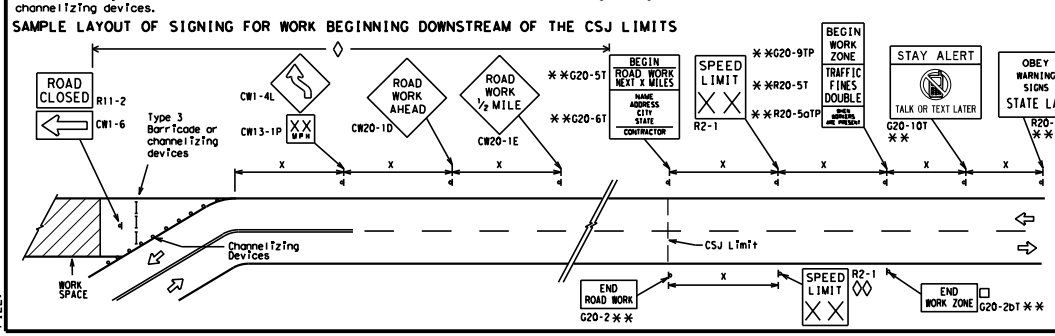


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

□ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
⊢⊣	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

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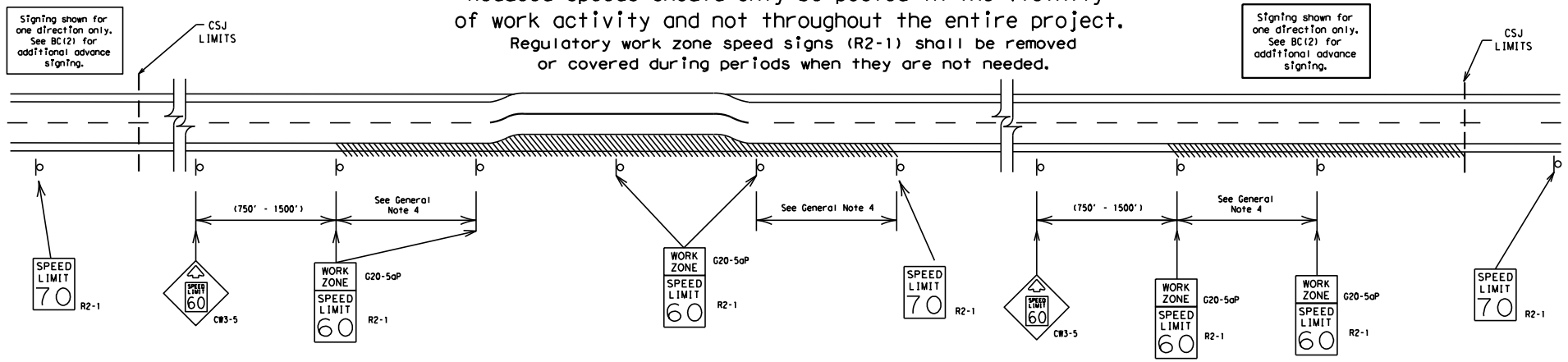
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-21

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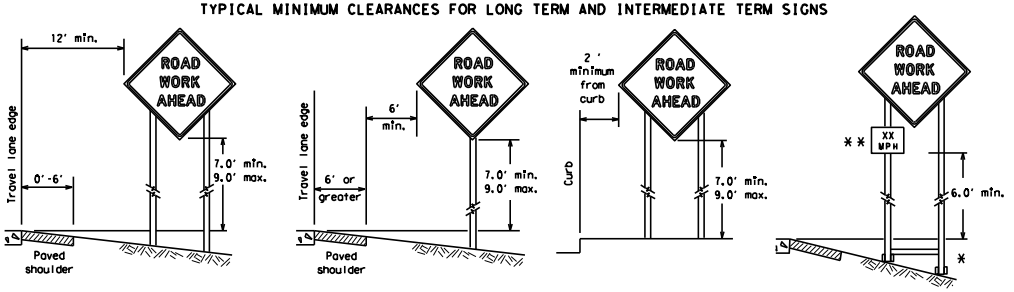
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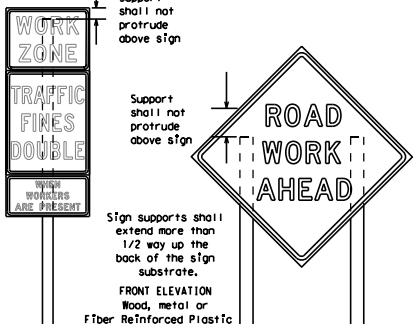
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



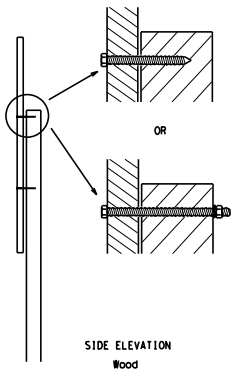
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

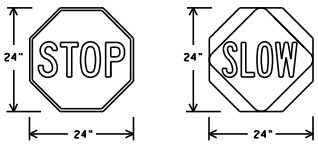


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



Background - Red
Legend & Border - White

Background - Orange
Legend & Border - Black

SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

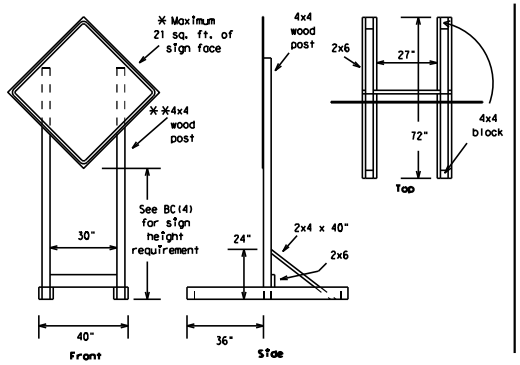
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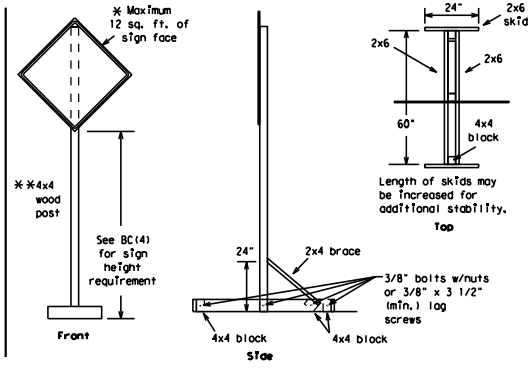
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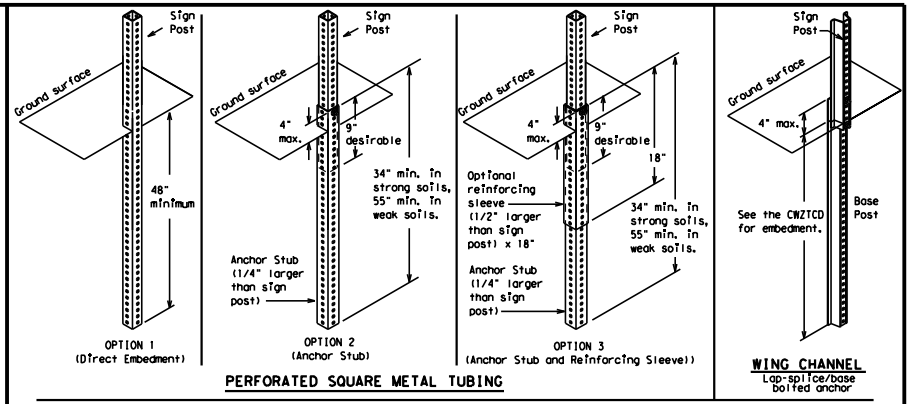
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SKID MOUNTED WOOD SIGN SUPPORTS

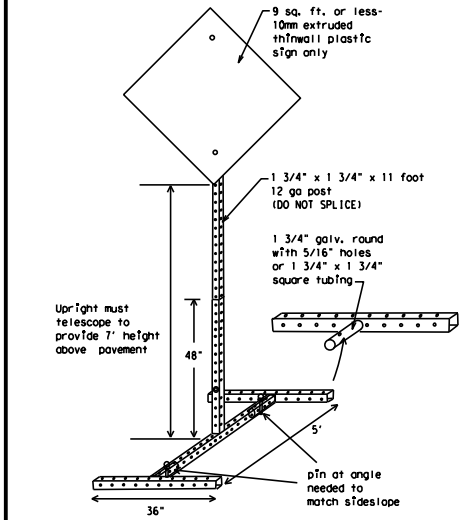
* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

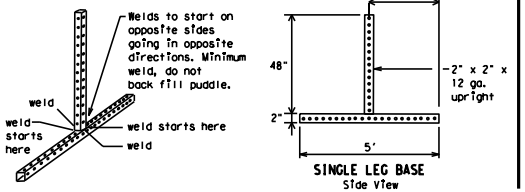


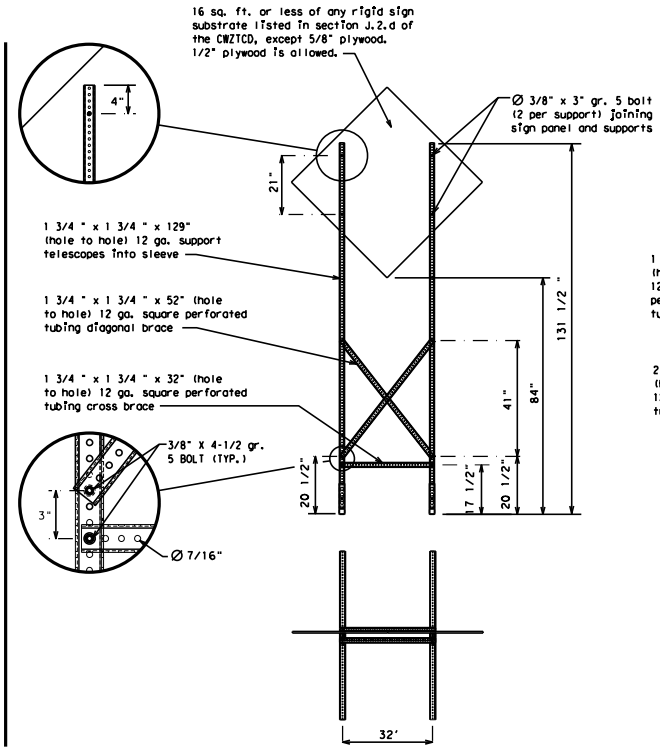
PERFORATED SQUARE METAL TUBING

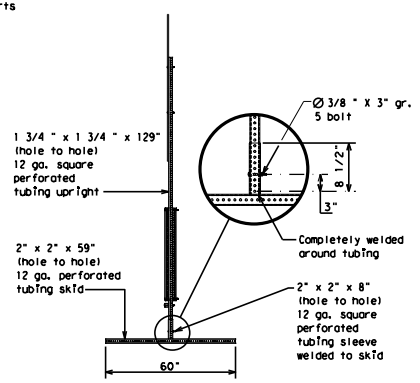
GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.









SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
RIGHT X LANES CLOSED	RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
CENTER LANE CLOSED	DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
EXIT CLOSED	RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT	LANES SHIFT *
XXXXXXXX BLVD CLOSED			

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List		Location List	Warning List	** Advance Notice List
MERGE RIGHT	FORM X LINES RIGHT	AT FM XXXX	SPEED LIMIT XX MPH	TUE-FRI XX AM- X PM
DETOUR NEXT X EXITS	USE XXXXX RD EXIT	BEFORE RAILROAD CROSSING	MAXIMUM SPEED XX MPH	APR XX-XX X PM-X AM
USE EXIT XXX	USE EXIT I-XX NORTH	NEXT X MILES	MINIMUM SPEED XX MPH	BEGINS MONDAY
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N	PAST US XXX EXIT	ADVISORY SPEED XX MPH	BEGINS MAY XX
TRUCKS USE US XXX N	WATCH FOR TRUCKS	XXXXXXX TO XXXXXXX	RIGHT LANE EXIT	MAY X-X XX PM - XX AM
WATCH FOR TRUCKS	EXPECT DELAYS	US XXX TO FM XXXX	USE CAUTION	NEXT FRI-SUN
EXPECT DELAYS	PREPARE TO STOP		DRIVE SAFELY	XX AM TO XX PM
REDUCE SPEED XXX FT	END SHOULDER USE		DRIVE WITH CARE	NEXT TUE AUG XX
USE OTHER ROUTES	WATCH FOR WORKERS			TONIGHT XX PM- XX AM
STAY IN LANE *				

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

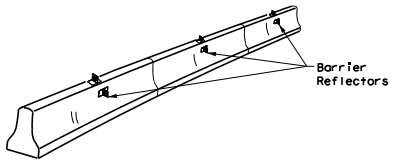
BC(6)-21

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©TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY
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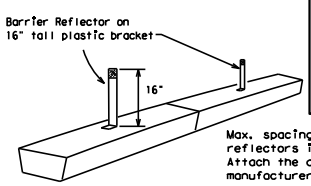
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



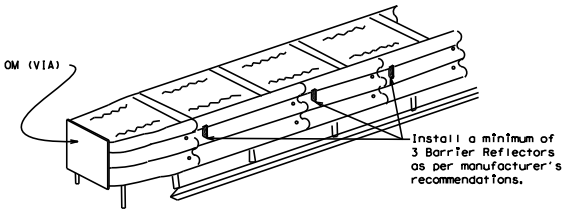
CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

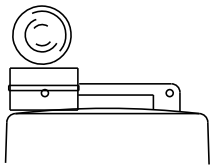
LOW PROFILE CONCRETE BARRIER (LPCB) USED IN WORK ZONES

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB.

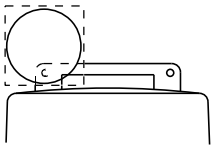
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

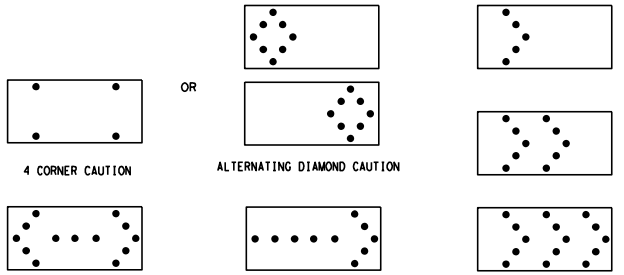
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-21

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

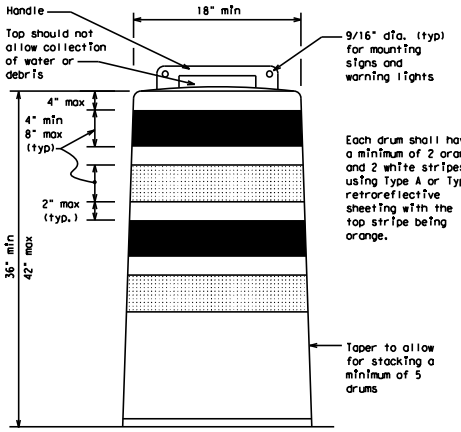
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

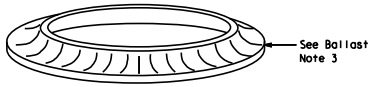
RETROREFLECTIVE SHEETING

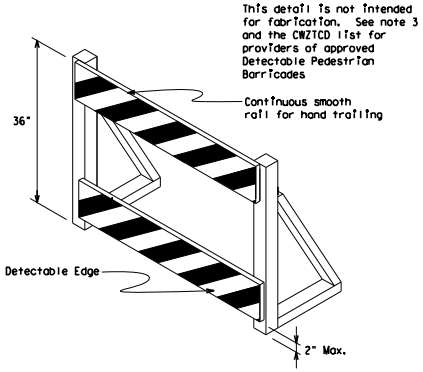
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

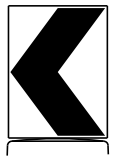




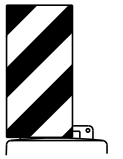


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign (Maximum Sign Dimension) Chevron CW1-8, Opposing Traffic Lane Divider, Driveway Sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

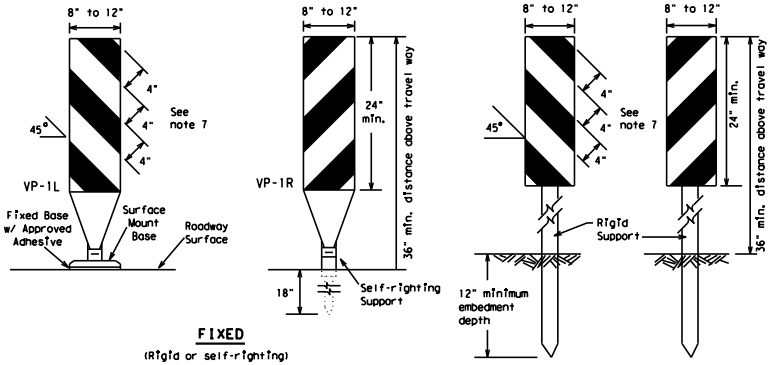
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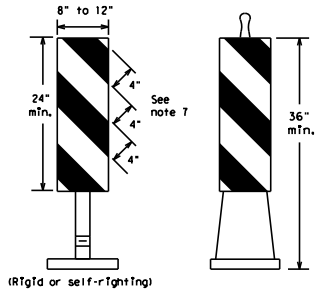
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FIXED
(Rigid or self-righting)

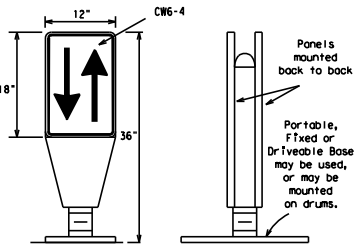
DRIVEABLE



PORTABLE

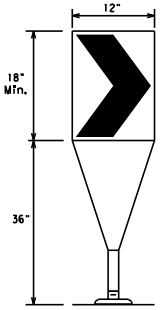
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



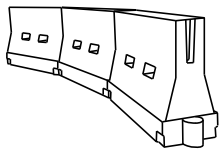
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L = Length of Taper (FT.) W = Width of Offset (FT.)
S = Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

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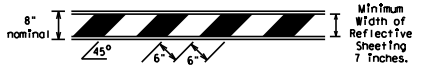
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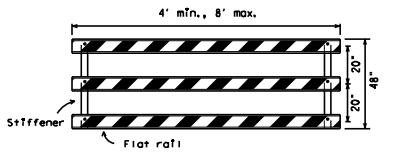
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



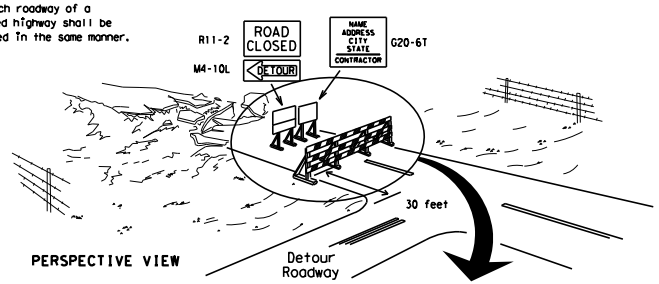
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

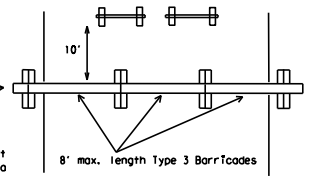
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

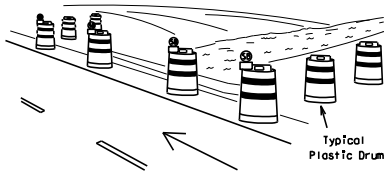
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

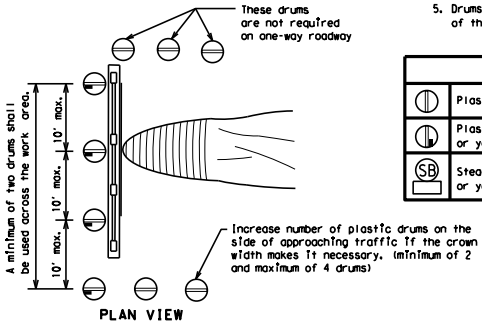
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

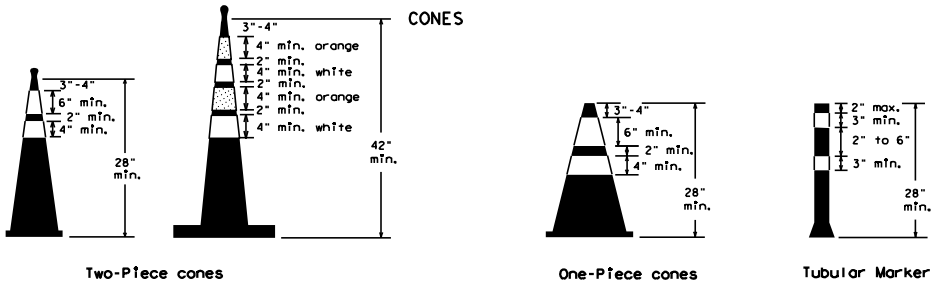
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



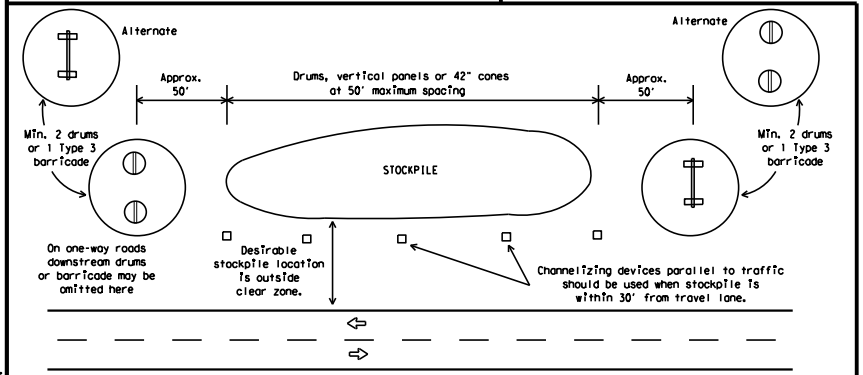
PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones | One-Piece cones | Tubular Marker



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

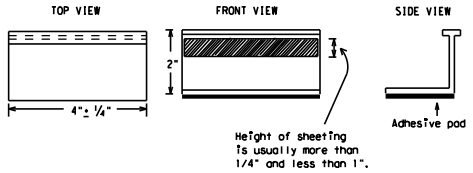
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

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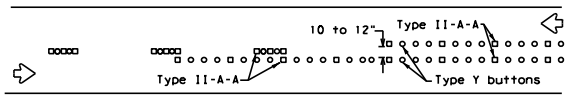
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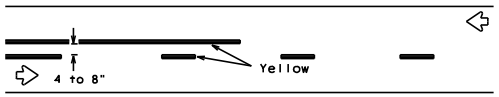
PAVEMENT MARKING PATTERNS



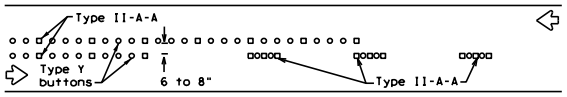
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



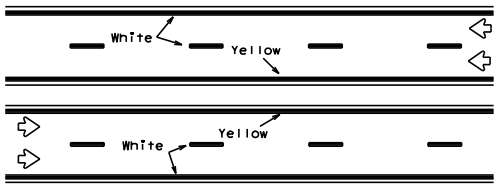
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



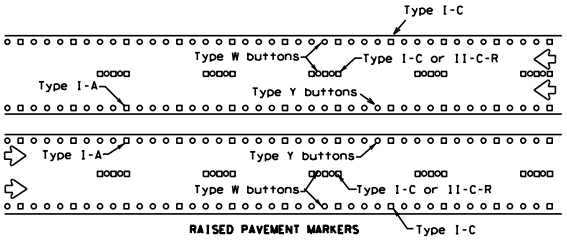
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



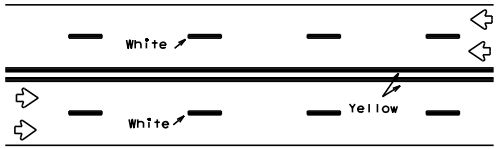
REFLECTORIZED PAVEMENT MARKINGS



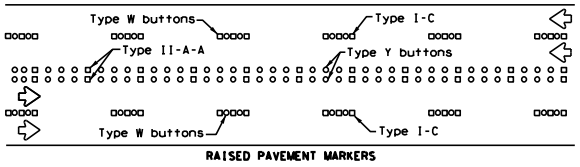
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



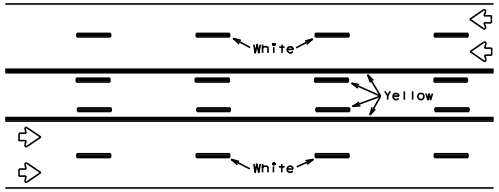
REFLECTORIZED PAVEMENT MARKINGS



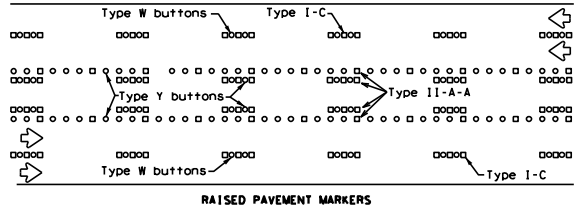
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

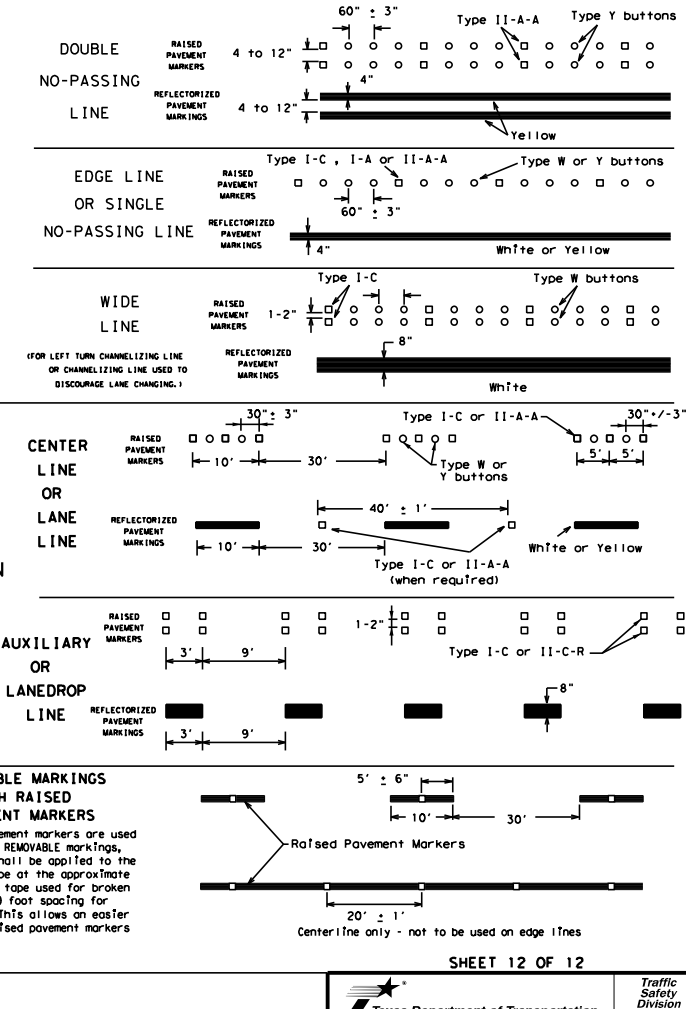


RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.

Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

SHEET 12 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

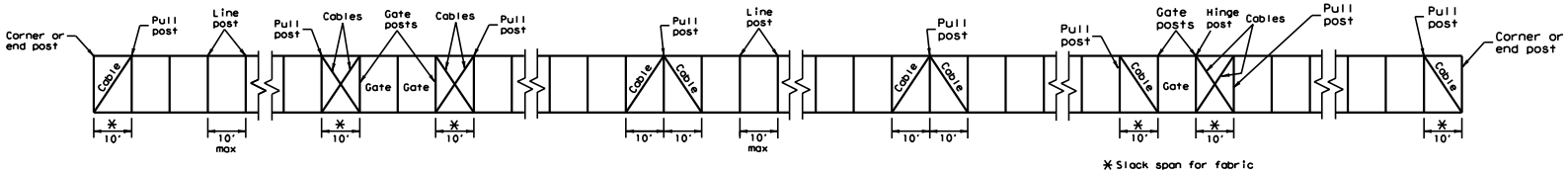
BC(12)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS 1-97 9-07 5-21 2-98 7-13 11-02 8-14	DIST	COUNTY		SHEET NO. C-512

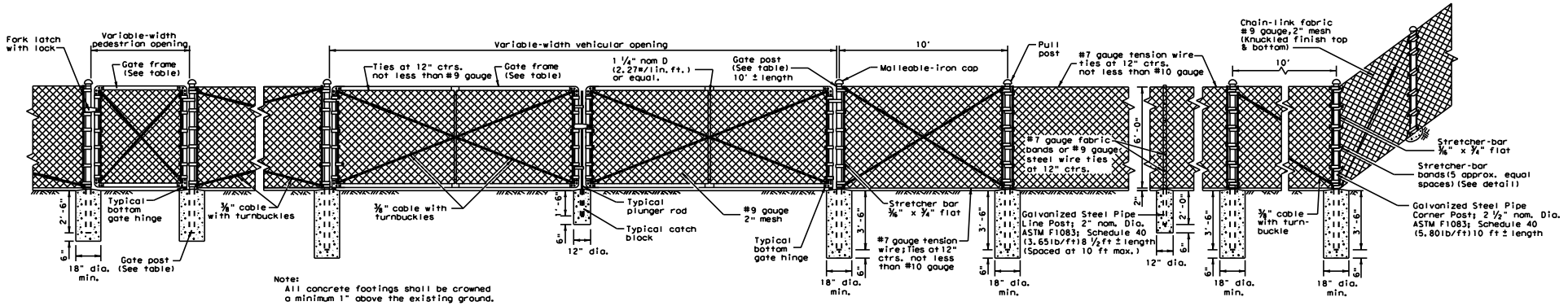
106

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FILE:

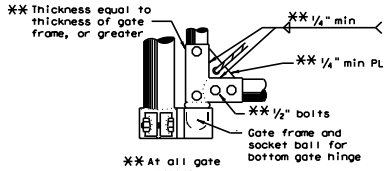


TYPICAL CABLE AND POST ARRANGEMENT



CHAIN-LINK BARRIER FENCE (6 FT.)

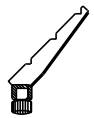
Foundation designs shown are "minimums" for a 6 ft. fence.
Taller fences may require larger foundation designs.



TYPICAL BOTTOM GATE HINGE

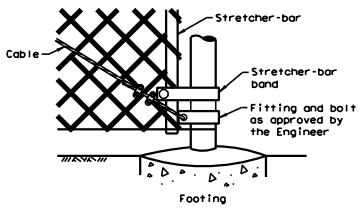


TYPICAL STRETCHER-BAR BAND

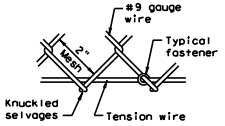


"OPTIONAL" 3 WIRE 45° BARBED WIRE ARM

Barbed wire arm related items shall conform to Item 550, "Chain Link Fence."



TERMINAL POST DETAIL



FABRIC & TENSION WIRE DETAIL, TOP & BOTTOM

GATE (TYPES AND SIZES)	
Single Inclusive	Double Inclusive
Up to 6' Over 6' to 12' Over 12' to 18' Over 18'	Up to 12' Over 12' to 26' Over 26' to 36' Over 36'

GATE FRAME (WEIGHT)		GATE POST (WEIGHT)	
SIZE	WT./LIN. FT.	SIZE	WT./LIN. FT.
1 1/2" nom dia. or equal	2.72 Lbs.	2 1/2" nom dia. or equal	5.79 Lbs.
		3 1/2" nom dia. or equal	9.11 Lbs.
		6" nom dia.	18.97 Lbs.
		8" nom dia.	24.70 Lbs.

GENERAL NOTES

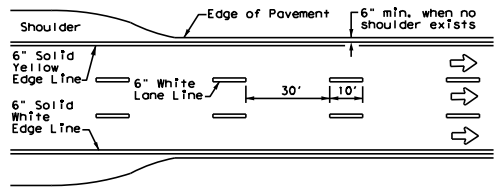
1. Items hereon shall conform to Item 550, "Chain Link Fence."
2. Typical installation plan may vary as shown elsewhere on the plans or as directed by the Engineer. Location of gates shown elsewhere on plans.
3. Gate-frame members shall be bolted, at frame corners, to joint fittings with four 1/2" bolts per joint.
4. All cable connections are to be made with two 3/8" cable clamps.
5. All pull posts and end posts and their foundations shall have the same respective dimensions as those shown for corner post.
6. All pull post shall be furnished with two stretcher bars.
7. One end of each turnbuckle may be attached directly to fittings with a clevis.
8. Concrete footings are to be crowned at the top to shed water.

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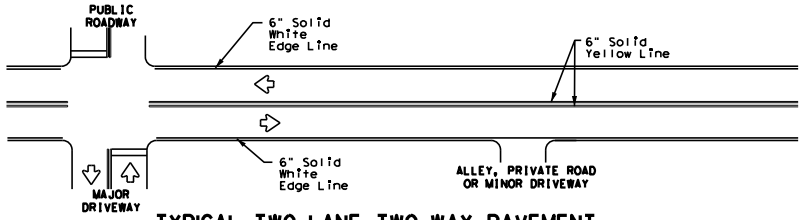
CHAIN LINK FENCE

CLF-10

FILE: clf10.dgn	DN: TxDOT	CK: AM	DW: BD	CK: VP
© TxDOT 1996	CONT	SECT	JOB	HIGHWAY
REVISIONS	DIST	COUNTY		SHEET NO.
				C-513



EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



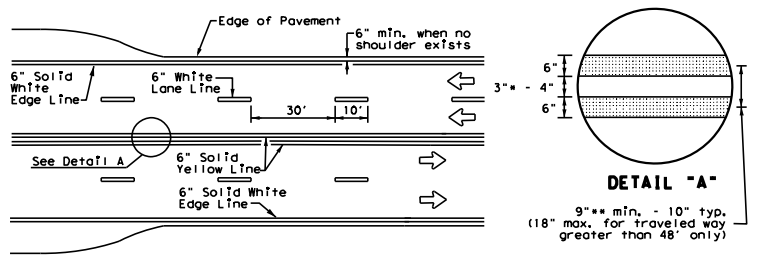
TYPICAL TWO-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS

GENERAL NOTES

1. Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



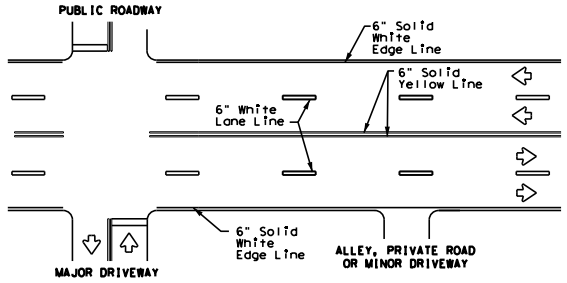
DETAIL "A"

9"** min. - 10" typ. (18" max. for traveled way greater than 48' only)

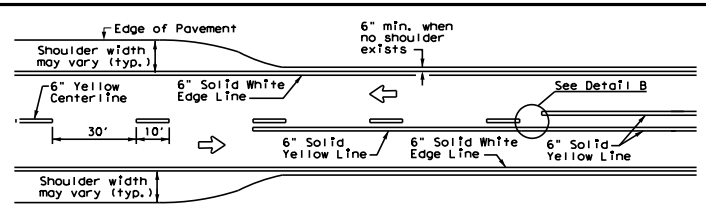
* 2" minimum for restripe projects when approved by the Engineer.

** 8" minimum for restripe projects when approved by the Engineer.

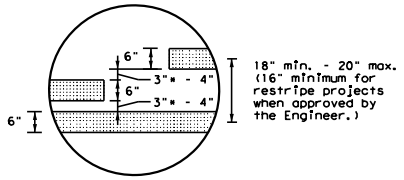
CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



TYPICAL MULTI-LANE, TWO-WAY PAVEMENT MARKINGS THROUGH INTERSECTIONS

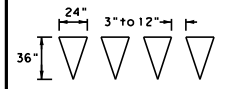


TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

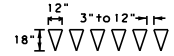


DETAIL "B"

* 2" minimum for restripe projects when approved by the Engineer.

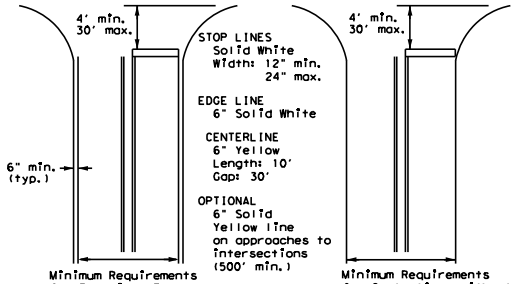


For posted speed on road being marked equal to or greater than 45 MPH.



For posted speed on road being marked equal to or less than 40 MPH.

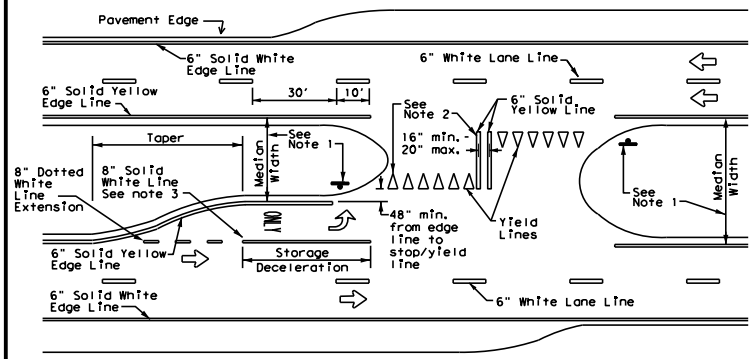
YIELD LINES



NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Roadways



FOUR LANE DIVIDED ROADWAY CROSSOVERS

NOTES

1. Where divided highways are separated by median widths at the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
2. Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

Texas Department of Transportation | Traffic Safety Division Standard

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-22

FILE: pm1-22.dgn	DN:	CK:	DW:	CK:
© TxDOT December 2022	CONT	SECT	JOB	HIGHWAY
REVISIONS 11-78 8-00 6-20 8-95 3-03 12-22 5-00 2-12	DIST	COUNTY		SHEET NO. C-514

22A

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DATE:
FILE:

SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

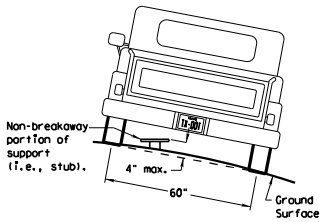
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

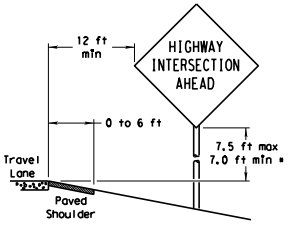
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

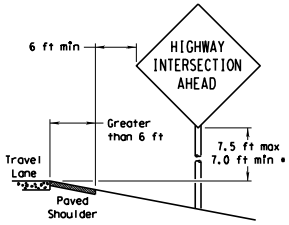
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

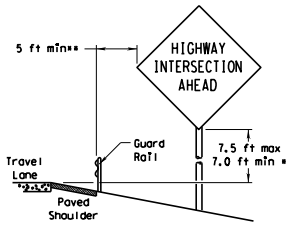
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



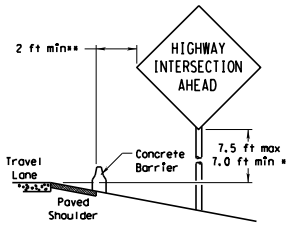
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

BEHIND BARRIER



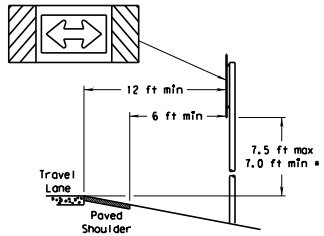
BEHIND GUARDRAIL



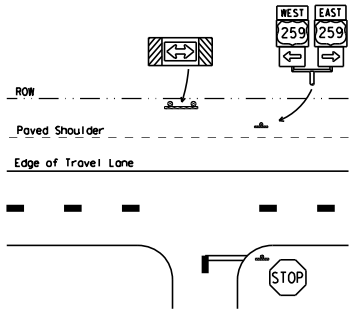
BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

T-INTERSECTION



When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



* Signs shall be mounted using the following condition that results in the greatest sign elevation:

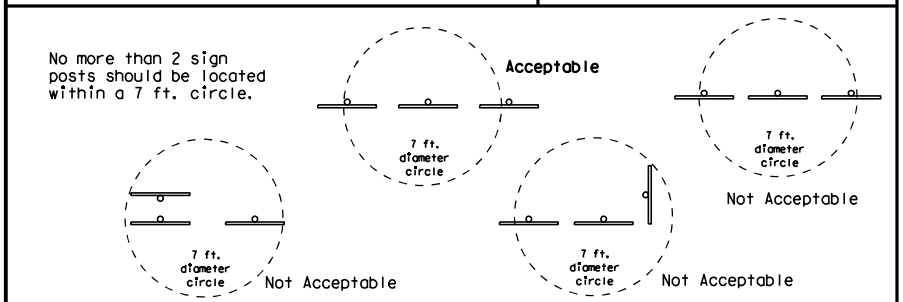
(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

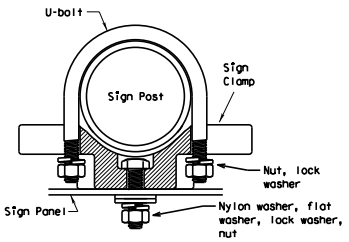
See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
http://www.txdot.gov/publications/traffic.htm



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

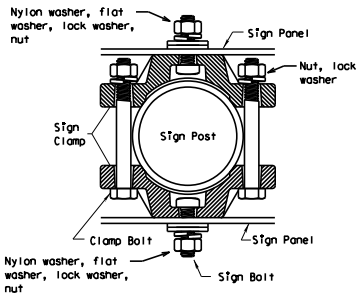


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

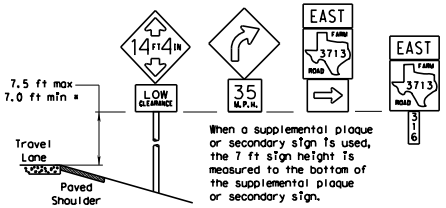
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



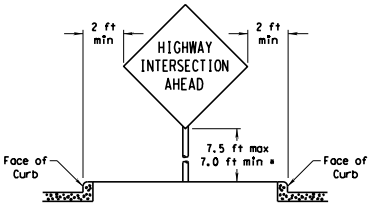
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



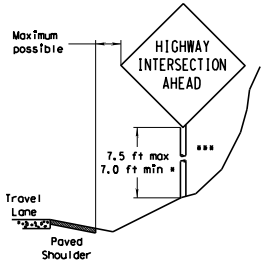
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

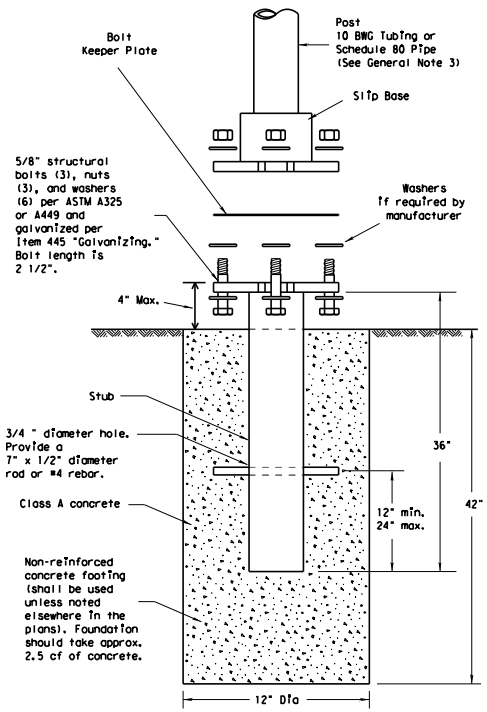
SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				C-515

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TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

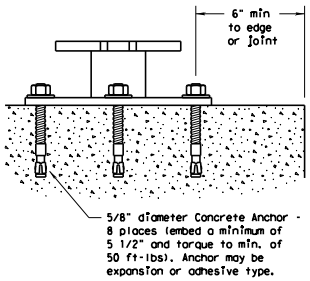
1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   0.134" nominal wall thickness
   Seamless or electric-resistance welded steel tubing or pipe
   Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   Other steels may be used if they meet the following:
   55,000 PSI minimum yield strength
   70,000 PSI minimum tensile strength
   20% minimum elongation in 2"
   Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   Schedule 80 Pipe (2.875" outside diameter)
   0.276" nominal wall thickness
   Steel tubing per ASTM A500 Gr C
   Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
   46,000 PSI minimum yield strength
   62,000 PSI minimum tensile strength
   21% minimum elongation in 2"
   Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

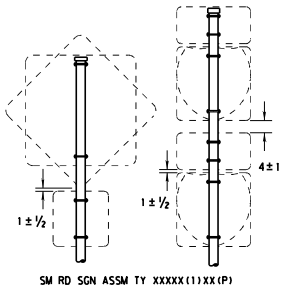
SMD(SLIP-1)-08

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9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				C-516

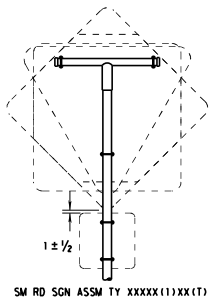
DATE:
FILE:

26B

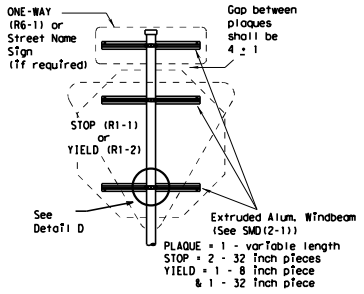
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SM RD SGN ASSM TY XXXXX(1)XX(P)

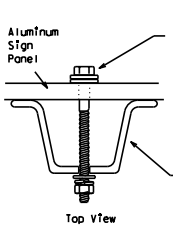


SM RD SGN ASSM TY XXXXX(1)XX(T)



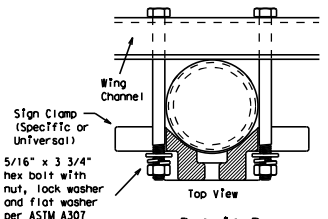
PLAQUE = 1 - variable length
STOP = 2 - 32 inch pieces
YIELD = 1 - 8 inch piece & 1 - 32 inch piece

SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



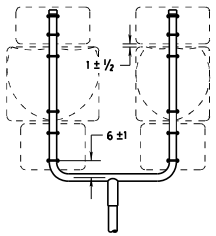
Top View

Detail A

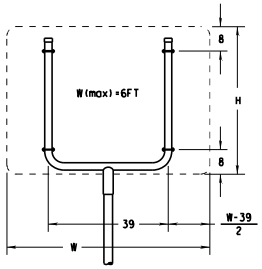


Top View

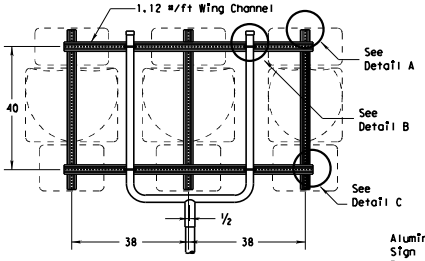
Detail B



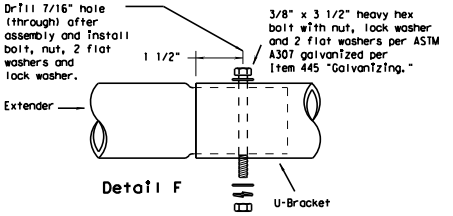
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

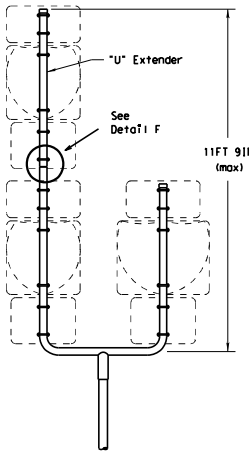


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

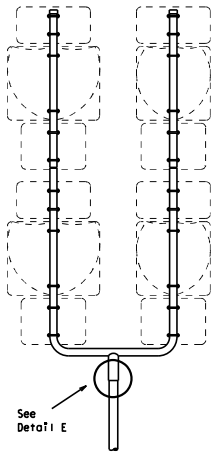


Detail F

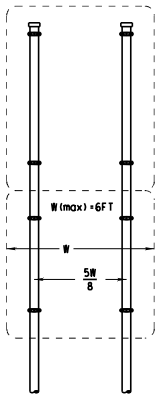
Splices shall only be allowed behind the sign substrate.



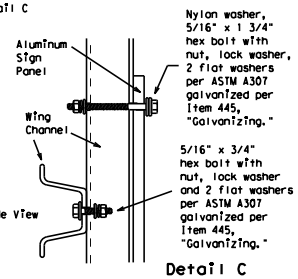
SM RD SGN ASSM TY S80(1)XX(U-1EXT)



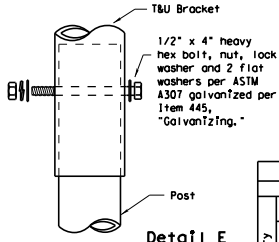
SM RD SGN ASSM TY S80(1)XX(U-2EXT)



SM RD SGN ASSYM TY XXXXX(2)XX(P)

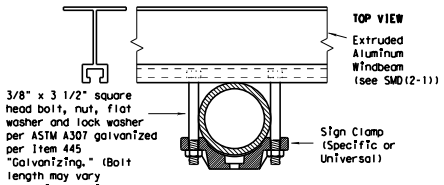


Detail C

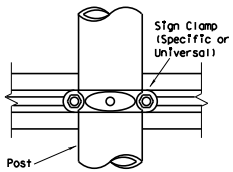


Detail E

SIDE VIEW



Detail D



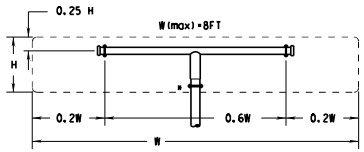
REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-Inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-Inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-Inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-Inch signs	TY 10BWG(1)XX(T)
	48x60-Inch signs	TY S80(1)XX(T)
Warning	48x48-Inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-Inch signs	TY S80(1)XX(T)
	48-Inch Advance School X-Ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-Inch School X-Ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

GENERAL NOTES:

1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

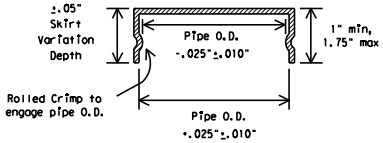
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.



All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
9-08 REVISIONS			C-517

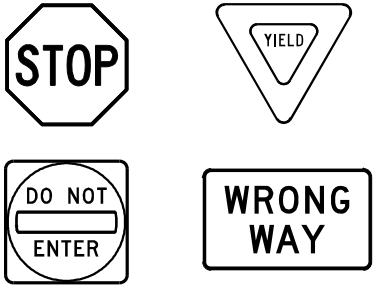
26C

DATE:
FILE:

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DATE:
FILE:

REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

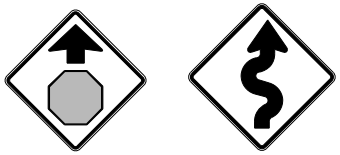
REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

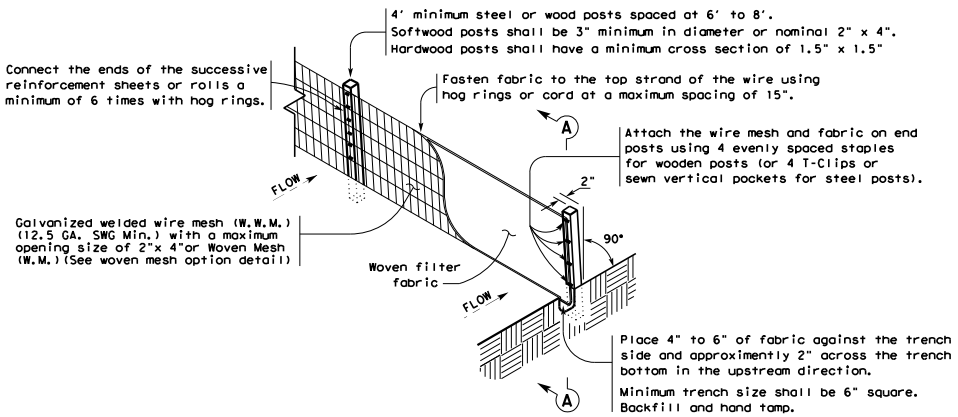
TSR(4)-13

FILE: tsr4-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2003	CONT	SECT	JOB	HIGHWAY
REVISIONS				
12-03 7-13	DIST	COUNTY		SHEET NO.
9-06				C-518

4

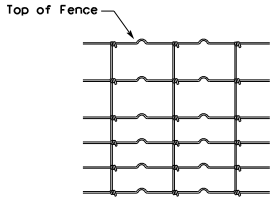
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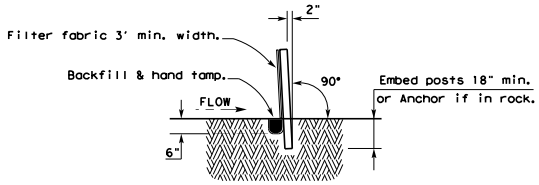
DATE
FILE



TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

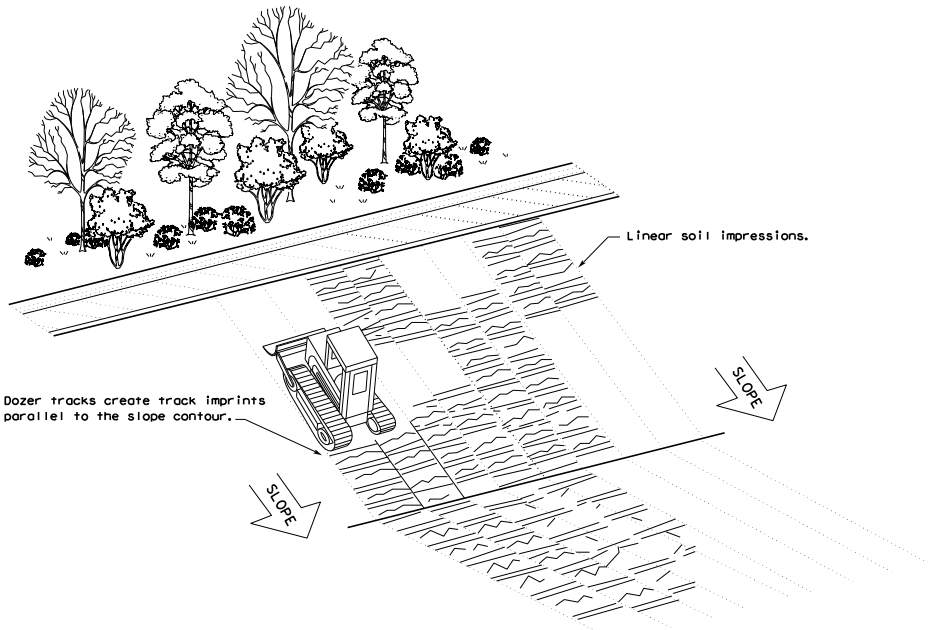
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

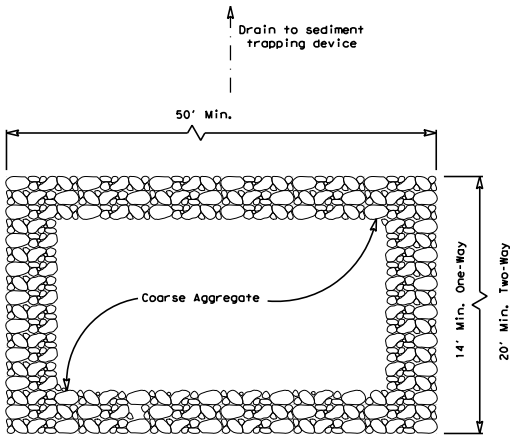
TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

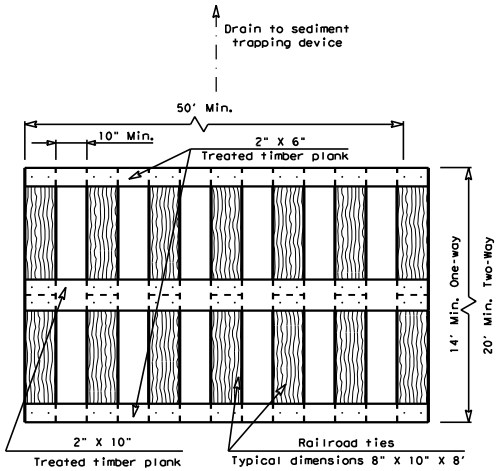
EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DW/CK: LS	
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS					
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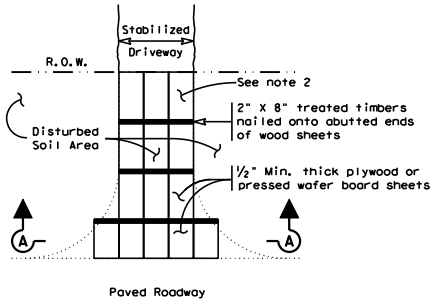
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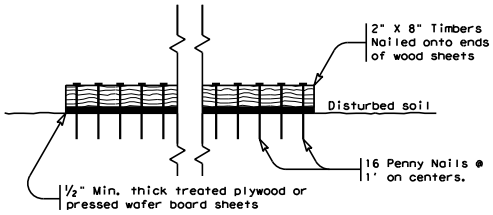
PLAN VIEW



PLAN VIEW



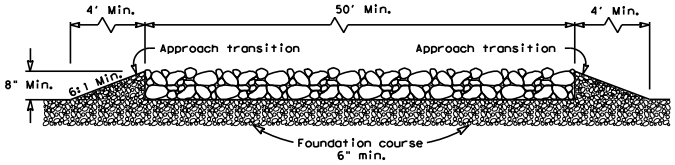
PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

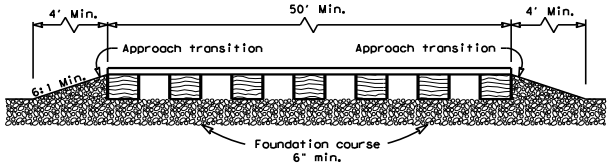
SHORT TERM



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

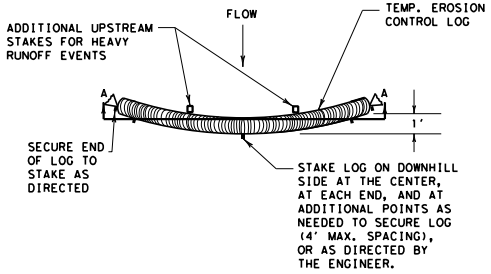
EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DW/CK: LS
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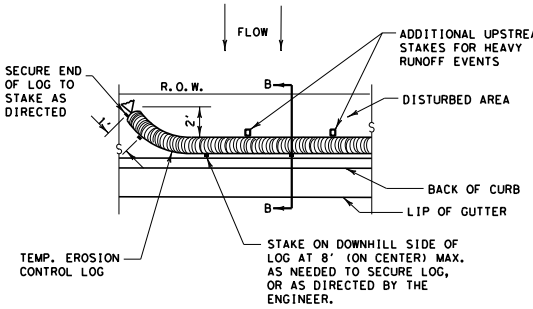
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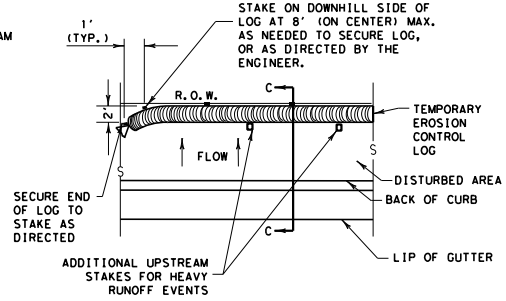
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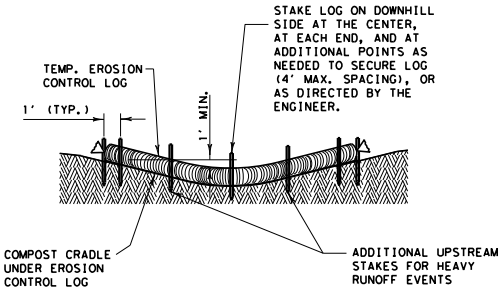
PLAN VIEW



PLAN VIEW



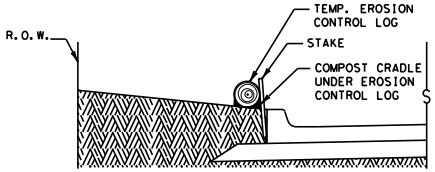
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

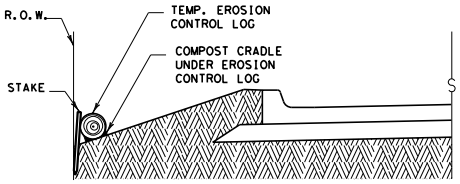
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

CL-BOC



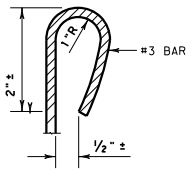
SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW

LEGEND

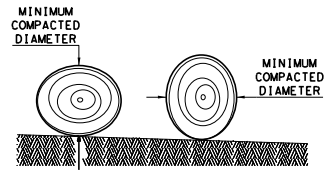
- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET



REBAR STAKE DETAIL

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.

SHEET 1 OF 3

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

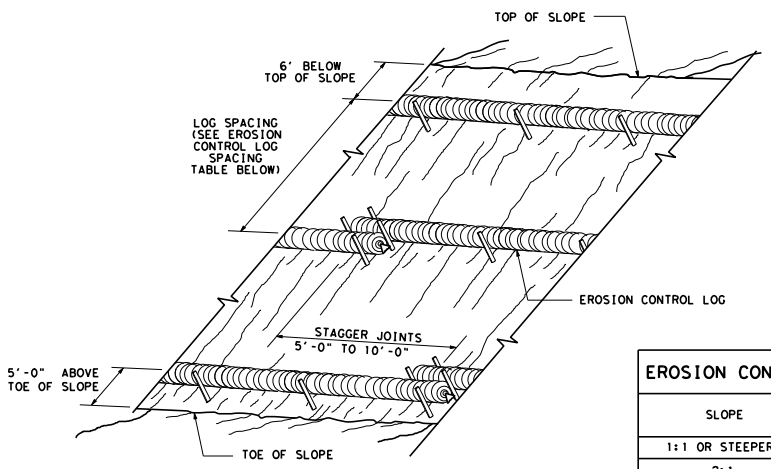
EROSION CONTROL LOG

EC(9)-16

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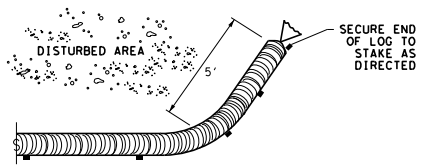
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EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

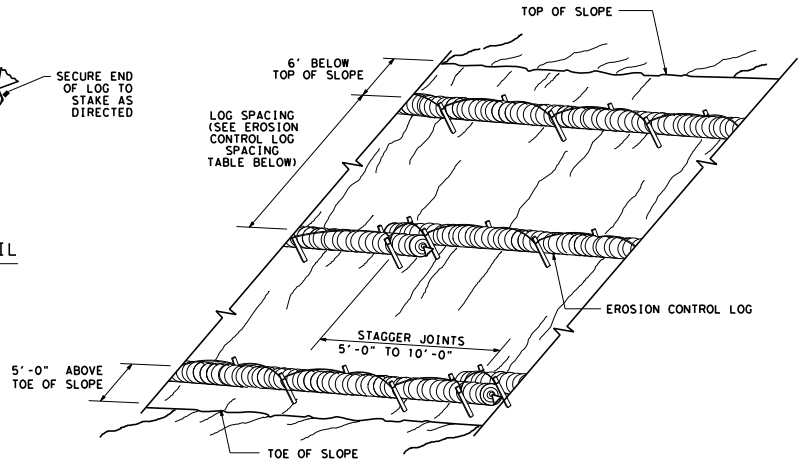
CL-SST



END SECTION RAP DETAIL

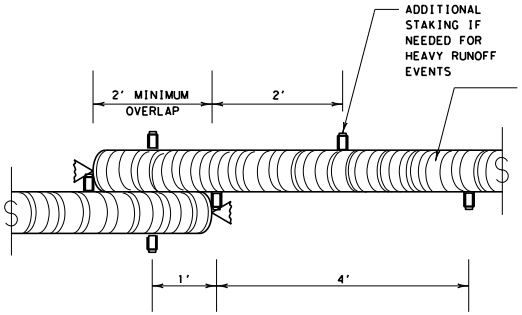
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

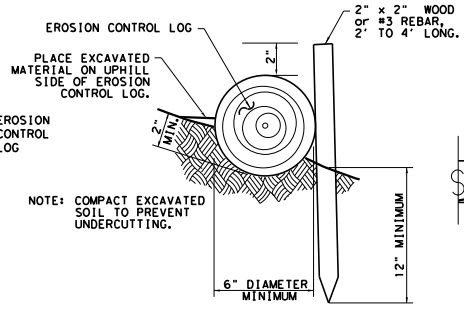
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL

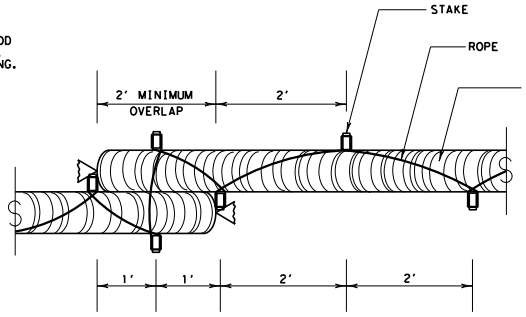


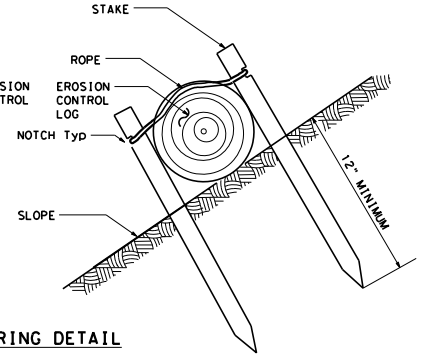


STAKE AND TRENCHING ANCHORING DETAIL

CL-SST

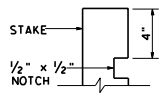
TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"





STAKE AND LASHING ANCHORING DETAIL

CL-SSL



STAKE NOTCH DETAIL

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

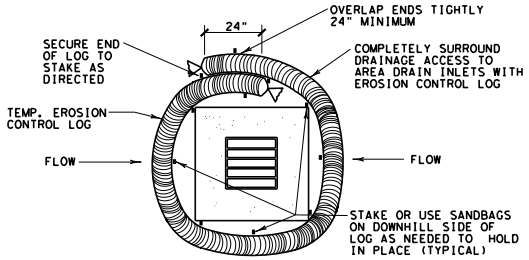
EROSION CONTROL LOG

EC(9)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS		
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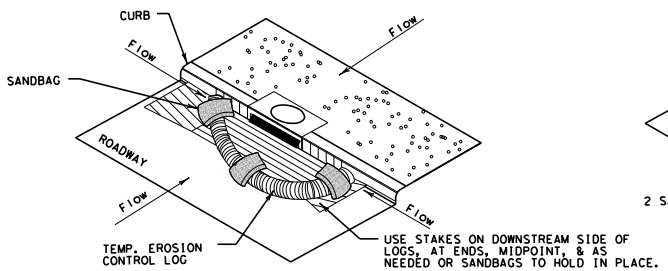
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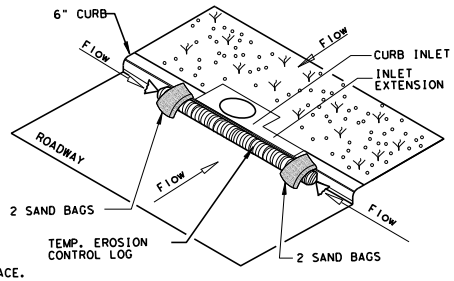
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

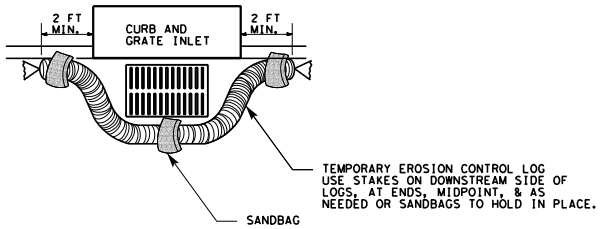
CL-CI



EROSION CONTROL LOG AT CURB INLET

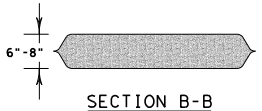
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

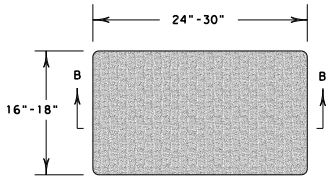


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation

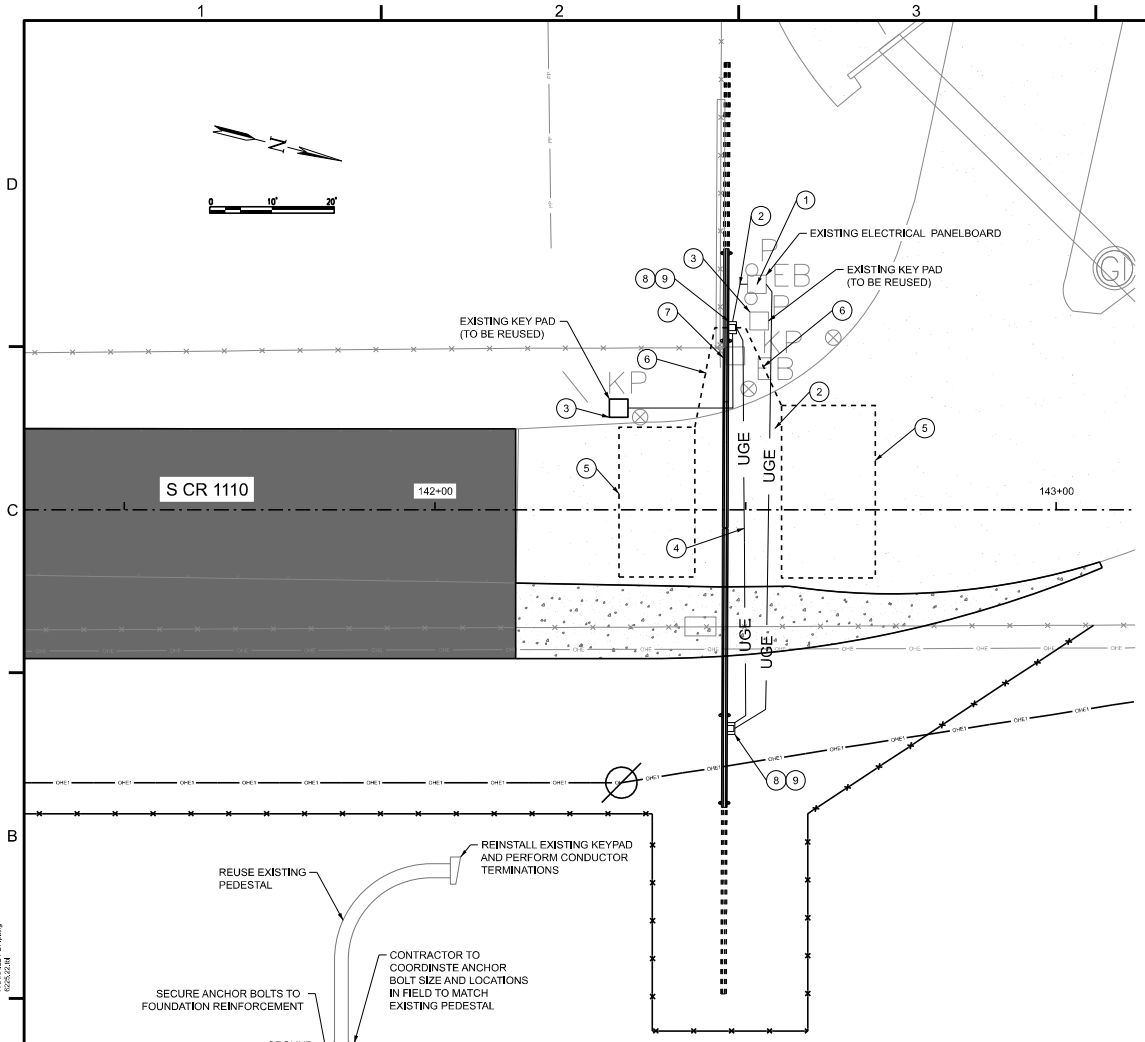
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

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	DIST	COUNTY			SHEET NO.	
					C-523	



ENTRANCE GATE ACCESS CONTROL

SCALE: 1" = 20'

ACCESS CONTROL PEDESTAL DETAIL

SCALE: NTS

ELECTRICAL SPECIFICATIONS

CODE COMPLIANCE/WORKMANSHIP

1. CONTRACTOR SHALL COMPLY WITH ALL NATIONAL, STATE AND LOCAL CODES AND ACCEPTED GOOD PRACTICE.
2. ALL WORK SHALL BE PERFORMED BY LICENSED AND QUALIFIED PERSONNEL.

EXISTING CONDITIONS

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO SUBMITTING BID. BY SUBMITTING BID, CONTRACTOR STATES THAT HE HAS EXAMINED ALL EXISTING CONDITIONS. IF CONTRACTOR ENCOUNTERS EXISTING CONDITIONS WHICH NEED CLARIFICATION, CONTACT ENGINEER FOR RESOLUTION OR CLARIFICATION.

PERMITS AND FEES

1. CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES AND CHARGES REQUIRED (INCLUDING UTILITY COMPANY CHARGES).

GUARANTEE AND WARRANTIES

1. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL HAVE ONE (1) YEAR WRITTEN GUARANTEE FOR ALL MATERIALS AND WORKMANSHIP.

MATERIALS

1. ALL MATERIALS SHALL BE NEW AND SPECIFICATION GRADE.

OWNERS MANUAL

1. AT COMPLETION OF PROJECT, CONTRACTOR SHALL DELIVER TO OWNER ALL DOCUMENTS (INCLUDING BUILDING PERMITS, OPERATION AND MAINTENANCE MANUALS, WARRANTY ETC.).

CONDUIT

1. ALL EXTERIOR AND ABOVE GRADE CONDUIT SHALL BE RIGID GALVANIZED STEEL.
2. ALL UNDERGROUND SERVICE ENTRANCE CONDUIT SHALL BE PVC-COATED STEEL OR CONCRETE ENCASED SCHEDULE 40 PVC.
3. MINIMUM SIZE OF CONDUIT SHALL BE 3/4". ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH NATIONAL ELECTRIC CODE.

TRENCHING

1. TRENCHES IN WHICH MULTIPLE CONDUITS ARE INSTALLED, 2" SPACING IS REQUIRED BETWEEN CONDUITS. CONDUIT SPACERS SHALL BE INSTALLED EVERY 10 FT.
2. A MINIMUM OF 12" CLEARANCE SHALL BE MAINTAINED WHEN CROSSING OTHER UNDERGROUND UTILITIES OR STRUCTURES.
3. REFER TO DRAWING E-501.

WIRE

1. ALL WIRE SHALL BE XHHW COPPER UNLESS OTHERWISE INDICATED ON THE DRAWINGS. MINIMUM SIZE OF WIRE SHALL BE #12. FOR 20A CIRCUITS LONGER THAN 100', MINIMUM WIRE SIZE SHALL BE #10 AWG.

GROUNDING

1. ENTIRE ELECTRICAL SYSTEM SHALL BE GROUNDED IN ACCORDANCE WITH N.E.C. ARTICLE 250.

SUBMITTALS AND SUBSTITUTIONS

1. CONTRACTOR SHALL FURNISH SUBMITTAL DATA TO ENGINEER FOR APPROVAL ON ALL FIXTURES AND EQUIPMENT PRIOR TO ORDERING ANY ITEMS. CONTRACTOR MAY OFFER SUBSTITUTIONS ON ITEMS FOR APPROVAL BY ENGINEER. SUBSTITUTIONS MUST BE EQUAL IN ALL RESPECTS TO ITEMS SCHEDULED OR SPECIFIED.

KEYED NOTES

1. PROVIDE 20A/2P CIRCUIT BREAKERS FOR EACH GATE OPERATOR IN EXISTING PANELBOARD.
2. ROUTE 1-3/4" CONDUIT WITH 2 - # 10 AWG AND # 10 GND TO EACH OPERATOR MOTOR.
3. CONTRACTOR TO REMOVE EXISTING KEYPAD, MOUNTING ARM, CONCRETE BASE AND CONDUIT.PROVIDE NEW MOUNTING HARDWARE AND ROUTE NEW 3/4" CONDUIT TO NEW OPERATOR LOCATION. REINSTALL KEYPAD AFTER CONSTRUCTION COMPLETION AND REESTABLISH CONNECTION TO GATE OPERATOR. PROVIDE NEW CONDUCTORS. REFER TO DETAIL FOR ADDITIONAL INFORMATION
4. ROUTE 1 - 1" CONDUIT BETWEEN GATE OPERATORS FOR DUAL GATE OPERATION. REFER TO MANUFACTURER FOR REQUIRED CONDUCTORS AND CONNECTIONS
5. VEHICLE SENSING LOOP. INSTALL PER MANUFACTURER RECOMENDATIONS
6. CONDUCTORS FOR VEHICLE SENSING LOOP TO BE INSTALLED IN 1" PVC CONDUIT BETWEEN OPERATOR TO EDGE OF PAVEMENT
7. EXISTING GATE OPERATOR TO BE REMOVED IN ITS ENTIRETY
8. NEW GATE OPERATOR. REFER TO TO MECHANICAL GATE DETAIL SHEETS FOR INSTALLATION REQUIREMENTS
9. COORDINATE WITH OWNER FOR OPERATOR PROGRAMMING REQUIREMENTS

Parkhill

08/15/24
PARKHILL, SMITH & COOPER, INC.
TEXAS REGISTERED
SHAUN R. TIDWELL
106911
LICENSED
PROFESSIONAL ENGINEER

Parkhill.com

Midland Landfill Access Road (S CR 1110) Reconstruction

MIDLAND Engineering Services

CLIENT
City of Midland

300 N Loraine
Midland, TX
79701

PROJECT NO.
6225.22

#	DATE	DESCRIPTION
-	08/15/24	BID SET

Landfill Entrance Gate Operator Electrical

E-101

City Council Meeting

Item Number: 8

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: **RESOLUTION AWARDING A CONTRACT FOR THE WEST CITIZEN COLLECTION STATION PROJECT TO ONYX GENERAL CONTRACTORS, LLC, FOR A COST OF $3,670,288.40; APPROVING $734,057.68 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (DISTRICT 4) (GENERAL SERVICES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

Resolution awarding a contract for the West Citizen Collection Station Project for the Solid Waste Department to Onyx General Contractors, LLC. of Midland, Texas for a cost of $3,670,288.40 plus $734,057.68 in contingencies for a total cost of $4,404,346.08.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Sanitation Bond Fund and will be appropriated for this purpose.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

Resolution 2023-176 approved the specifications and authorized advertisement for bids for the North Citizen Collection Station Project and West Citizen Collection Station Project for the Solid Waste Department. The bid was sent to one hundred sixty (160) vendors. We received a sole bid from Onyx General Contractors, LLC. Staff recommends the acceptance of the sole

bid received from Onyx General Contractors, LLC for the construction of the West Citizen Collection Station only. Please see the attached memo from Jeffery Ahrlett, Solid Waste Director, for more information.

Therefore, please consider a resolution awarding a contract for the West Citizen Collection Station Project for the Solid Waste Department to Onyx General Contractors, LLC. of Midland, Texas for a cost of $3,670,288.40 plus $734,057.68 in contingencies for a total cost of $4,404,346.08.

Morris William Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz; City of Midland, Purchasing Manager

FROM: Jose E. Ortiz, P.E.; City of Midland, City Engineer

SUBJECT: West Citizen's Collection Center ♦ Engr. Project No. P24-01 ♦ Bid Tabulation ♦ RFB _____

DATE: August 27, 2024

Erika,

Engineering staff has reviewed the bid tabulation for the West Citizen's Collection Center project. ONYX General Contractors, LLC of Midland, TX, is the apparent low bidder. Staff recommend awarding the West Citizen's Collection Center project to ONYX General Contractors, LLC.

ONYX General Contractors, LLC has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous and current paving improvement projects. Furthermore, the unit prices appear to be in line with current pricing trends.

The agreement specifies an amount of $3,670,288.40 with a 330 calendar day construction period beginning within 15 calendar days of a written notice to proceed for construction.

Jose E. Ortiz, P.E.
City Engineer

Cc: Joshua Ferguson
Kirby Jones
Regina Stephenson

INTEROFFICE MEMORANDUM

TO: **Erika Munoz, Purchasing Manager**

FROM: **Jeffery Ahrlett, Director of Solid Waste**

SUBJECT: **Awarding a contract for the West Citizen Collection Station.**

DATE: **August 27, 2024**

Requesting a resolution awarding a contract for the West Citizen Collection Station project. Award a contract to bidder Onyx General Contractors, LLC. Of Midland, Texas for a cost of $3,670,288.40 with a contingency of $734,057.68 for a total cost of $4,404,346.08.

Onyx has proven experience in the construction of Citizen Collection Station facilities. The Solid Waste Department has worked with Onyx General Contractors in the past as they have built the current Citizen Collection station as well as the City of Midland Landfill facility which includes a citizen collection station.

Due to the continued growth throughout the City of Midland, Solid Waste believes it is necessary to construct a larger Citizen Collection Station to better serve our residents. The West Collection Station will be located at 6400 W Highway 80 near Big Sky Drive in.

Solid Waste is seeking council approval to accept the bid from Onyx General Contractors, LLC plus the contingency for a total of $4,404,346.08. for the West Citizen Collection Station construction project.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE WEST CITIZEN COLLECTION STATION PROJECT TO ONYX GENERAL CONTRACTORS, LLC, FOR A COST OF $3,670,288.40; APPROVING $734,057.68 FOR CONTINGENCIES; AND APPROPRIATING FUNDS

WHEREAS, Motion 079-2023 approved plans and specifications and authorized the advertisement for competitive sealed proposals for the North Citizen Collection Station Project and the West Citizen Collection Station Project; and

WHEREAS, proposals were opened on August 16, 2023, with the sole proposal being submitted by Onyx General Contractors, LLC, as shown on the tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the City Council finds the amount proposed by Onyx General Contractors, LLC, to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Onyx General Contractors, LLC, for the West Citizen Collection Station Project; and

WHEREAS, the City Council finds it to be in the public interest to approve $734,057.68 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 with Onyx General Contractors, LLC, for the West Citizen Collection Station Project for a cost of $3,670,288.40. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the sum of $734,057.68 for contingencies is hereby approved.

SECTION THREE. That funds shall be available in the Sanitation Bond Fund and shall be appropriated for this purpose.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay

Onyx General Contractors, LLC, pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

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., 2024, 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 ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

Parkhill

MIDLAND
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CITY OF MIDLAND - WEST AND NORTH CITIZEN'S COLLECTION STATION
MIDLAND, TEXAS
PROJECT NO. 01611921

MARCH 27, 2024
2:00 PM LOCAL PREVAILING TIME

				ONYX Contractors PO Box 60547 Midland, TX 79711	
Item No.	Description	Quantity	Unit	Unit Price	Amount
	NORTH SITE				
	Miscellaneous Items				
OP1-01	Mobilization (5% Maximum)	1	LS	$ 204,000.00	$ 204,000.00
OP1-02	Electrical Site Work	1	LS	$ 149,160.00	$ 149,160.00
OP1-03	Erosion/Sediment Control	1	LS	$ 9,000.00	$ 9,000.00
OP1-04	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00
OP1-05	Job Site Safety	1	LS	$ 8,250.00	$ 8,250.00
				Subtotal Miscellaneous Items:	**$ 380,410.00**
	Demolition Items				
OP1-06	Unclassified Excavation	4,340	CY	$ 9.50	$ 41,230.00
OP1-07	Removal & Disposal of Existing Buildings, Concrete, & Miscellaneous Appurtenances	0	LS	$ -	$ -
OP1-08	Removal & Disposal of Existing Unclassified Pavement	0	SY	$ -	$ -
OP1-09	Removal & Disposal of Existing Fencing, Gates, Barbed Wire, & Pipe Rail	0	LF	$ -	$ -
OP1-10	Removal & Disposal of Existing Stockpile	0	LS	$ -	$ -
OP1-11	Removal & Disposal of Existing Overhead Electric Line & Poles	0	LF	$ -	$ -
				Subtotal Demolition Items:	**$ 41,230.00**
	Water Items				
OP1-12	2" Schedule 80, PVC, Water Line	1,050	LF	$ 54.00	$ 56,700.00
OP1-13	Open Trenching of Water Line	1,050	LF	$ 30.00	$ 31,500.00
OP1-14	Water Well	0	EA	$ -	$ -
				Subtotal Water Items:	**$ 88,200.00**
	Wastewater Items				
OP1-15	4" SDR 35, ASTM D3034, PS46, PVC	110	LF	$ 60.00	$ 6,600.00
OP1-16	Open Trenching of Wastewater Line	110	LF	$ 54.00	$ 5,940.00
OP1-17	Septic Tank	1	EA	$ 102,667.20	$ 102,667.20
				Subtotal Wastewater Items:	**$ 115,207.20**
	Structural Items				
OP1-18	6.5' Concrete Retaining Wall	620	CY	$ 869.40	$ 539,028.00
OP1-19	6' Chain-Link Fence	1,680	LF	$ 32.92	$ 55,305.60
OP1-20	20' Entrance Gate	1	EA	$ 15,270.00	$ 15,270.00
OP1-21	24' Exit Gate	1	EA	$ 3,870.00	$ 3,870.00
OP1-22	Steel Rail	940	LF	$ 230.00	$ 216,200.00
OP1-23	40' x 60' Metal Building	1	LS	$ 940,804.00	$ 940,804.00
				Subtotal Structural Items:	**$ 1,770,477.60**
	Paving Items				
OP1-24	Subgrade Preparation (Depth ≤ 12")	15,900	SY	$ 6.50	$ 103,350.00
OP1-25	Unclassified Embankment (Density Controlled)	8,340	CY	$ 27.50	$ 229,350.00
OP1-26	8" Reinforced Concrete Pavement	7,140	SY	$ 113.10	$ 807,534.00
OP1-27	3" Type B HMAC Asphalt Pavement Surface Course (110 LBS/SY @ 1" Thick)	8,760	SY	$ 28.80	$ 252,288.00
OP1-28	9" Base Course Pavement	8,760	SY	$ 17.52	$ 153,475.20
OP1-29	6" Base Course Pavement	7,140	SY	$ 13.26	$ 94,676.40
OP1-30	Bituminous Prime Coat (MC-30, 0.20 GAL/SY)	1,760	GAL	$ 5.79	$ 10,190.40
OP1-31	Concrete Curb and Gutter	410	LF	$ 30.00	$ 12,300.00
OP1-31a	Sidewalk at building, including curb ramps	1,750	SF	$ 14.55	$ 25,462.50
				Subtotal Paving Items:	**$ 1,688,626.50**
	Traffic Items				
OP1-32	Pavement Markings and Striping	1	LS	$ 960.00	$ 960.00
OP1-33	Traffic Signage	33	EA	$ 600.00	$ 19,800.00
				Subtotal Traffic Items:	**$ 20,760.00**
				North Site Grand Total:	**$ 4,104,911.30**
	WEST SITE				
	Miscellaneous Items				
OP2-01	Mobilization (5% Maximum)	1	LS	$ 180,000.00	$ 180,000.00
OP2-02	Electrical Site Work	1	LS	$ 160,000.00	$ 160,000.00
OP2-03	Erosion/Sediment Control	1	LS	$ 9,000.00	$ 9,000.00
OP2-04	Traffic Control	1	LS	$ -	$ -
OP2-05	Job Site Safety	1	LS	$ 4,950.00	$ 4,950.00
				Subtotal Miscellaneous Items:	**$ 353,950.00**
	Demolition Items				
OP2-06	Unclassified Excavation	4,560	CY	$ 9.50	$ 43,320.00
OP2-07	Removal & Disposal of Existing Buildings, Concrete, & Miscellaneous Appurtenances	1	LS	$ 50,000.00	$ 50,000.00
OP2-08	Removal & Disposal of Existing Unclassified Pavement	2,870	SY	$ 3.00	$ 8,610.00
OP2-09	Removal & Disposal of Existing Fencing, Gates, Barbed Wire, & Pipe Rail	1,550	LF	$ 10.00	$ 15,500.00
OP2-10	Removal & Disposal of Existing Stockpile	1	LS	$ 25,000.00	$ 25,000.00
OP2-11	Removal & Disposal of Existing Overhead Electric Line & Poles	550	LF	$ 8.30	$ 4,565.00
				Subtotal Demolition Items:	**$146,995.00**
	Water Items				
OP2-12	2" Schedule 80, PVC, Water Line	760	LF	$ 54.00	$ 41,040.00
OP2-13	Open Trenching of Water Line	760	LF	$ 30.00	$ 22,800.00
OP2-14	Water Well	1	EA	$ 18,000.00	$ 18,000.00
				Subtotal Water Items:	**$ 81,840.00**
	Wastewater Items				
OP2-15	4" SDR 35, ASTM D3034, PS46, PVC	100	LF	$ 60.00	$ 6,000.00
OP2-16	Open Trenching of Wastewater Line	100	LF	$ 54.00	$ 5,400.00
OP2-17	Septic Tank	1	EA	$ 57,620.40	$ 57,620.40
				Subtotal Wastewater Items:	**$ 69,020.40**
	Structural Items				
OP2-18	6.5' Concrete Retaining Wall	620	CY	$ 869.40	$ 539,028.00
OP2-19	6' Chain-Link Fence	880	LF	$ 32.57	$ 28,661.60
OP2-20	20' Entrance Gate	1	EA	$ 15,270.00	$ 15,270.00
OP2-21	24' Exit Gate	1	EA	$ 3,870.00	$ 3,870.00
OP2-22	Steel Rail	940	LF	$ 230.00	$ 216,200.00
OP2-23	40' x 60' Metal Building	1	LS	$ 940,804.00	$ 940,804.00
				Subtotal Structural Items:	**$ 1,743,833.60**
	Paving Items				
OP2-24	Subgrade Preparation (Depth ≤ 12")	9,380	SY	$ 6.50	$ 60,970.00
OP2-25	Unclassified Embankment (Density Controlled)	4,550	CY	$ 27.50	$ 125,125.00
OP2-26	8" Reinforced Concrete Pavement	7,140	SY	$ 113.10	$ 807,534.00
OP2-27	3" Type B HMAC Asphalt Pavement Surface Course (110 LBS/SY @ 1" Thick)	2,240	SY	$ 30.42	$ 68,140.80
OP2-28	9" Base Course Pavement	2,240	SY	$ 25.48	$ 57,075.20
OP2-29	6" Base Course Pavement	7,140	SY	$ 13.26	$ 94,676.40
OP2-30	Bituminous Prime Coat (MC-30, 0.20 GAL/SY)	450	GAL	$ 5.79	$ 2,605.50
OP2-31	Concrete Curb and Gutter	410	LF	$ 30.00	$ 12,300.00
OP2-31a	Sidewalk at building, including curb ramps	1,750	SF	$ 14.55	$ 25,462.50
				Subtotal Paving Items:	**$ 1,253,889.40**
	Traffic Items				
OP1-32	Pavement Markings and Striping	1	LS	$ 960.00	$ 960.00
OP1-33	Traffic Signage	33	EA	$ 600.00	$ 19,800.00
				Subtotal Traffic Items:	**$ 20,760.00**
				West Site Grand Total	**$ 3,670,288.40**
				BID TOTAL (North Site through West Site):	**$ 7,775,199.70**
ADDITIVE ALTERNATE					
AA-01	Deduct Asphalt Quantity from Proposal Item OP-27	-2,530	SY	$ -	$ -
AA-02	Reinforce Concrete Pavement Acceleration and Deceleration Lanes	2,530	SY	$ -	$ -
				ADDITIVE ALTERNATE :	**$ -**
				BID PLUS ADDITIVE ALTERNATE TOTAL:	**$7,775,199.70**

Red indicates mathematical errors.

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

West and North Citizens' Collection Stations

Midland, Texas

February | 2024

Parkhill Project # 01611921

Parkhill

PROJECT MANUAL

CITY OF MIDLAND

West and North Citizens' Collection Stations

Midland, Texas





[redacted]

February | 2024

Parkhill Project # 01611921

PACKET 8.10 August 27, 2024

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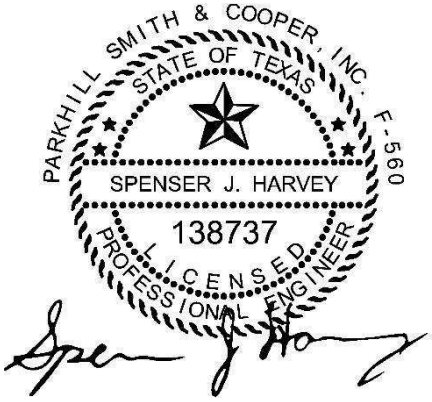
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02/08/2024

PACKET 8.11 August 27, 2024

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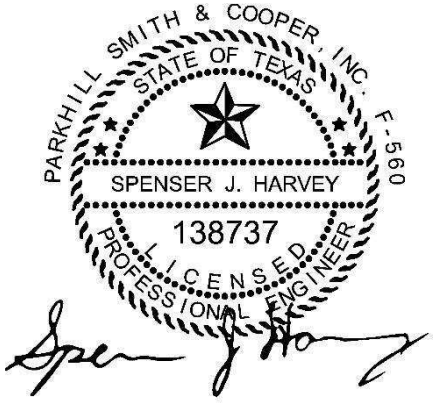
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02/08/2024

PACKET
8.12
August 27, 2024

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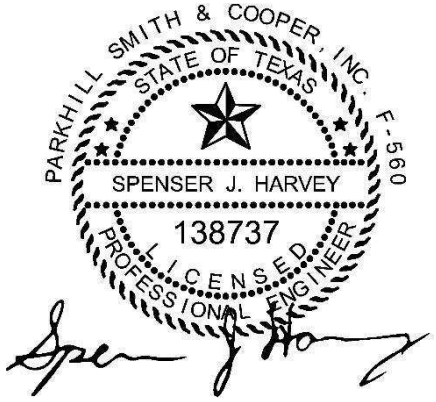
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02/08/2024

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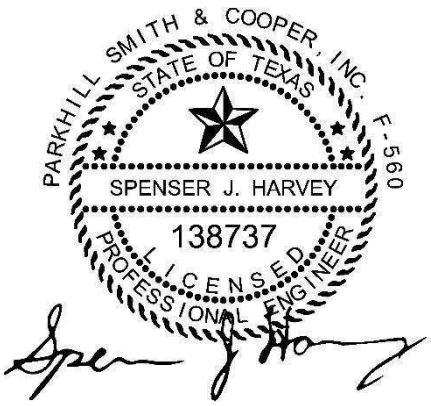
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02/08/2024

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

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02/08/2024

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

06 16 13	Insulating Sheathing (Zip System R Sheathing)
06 41 16	Plastic-Laminate-Clad Architectural Cabinets
06 64 00	Plastic Paneling

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 21 00	Thermal Insulation
07 62 00	Sheet Metal Flashing and Trim

DIVISION 08 – OPENINGS

08 11 13	Hollow Metal Doors and Frames
08 33 23	Overhead Coiling Doors
08 41 13	Hollow Metal Aluminum-Framed Entrances and Storefronts
08 80 00	Glazing

DIVISION 09 – FINISHES

09 22 16	Non-Structural Metal Framing
09 29 00	Gypsum Board
09 51 13	Acoustical Panel Ceilings
09 91 23	Interior Painting

DIVISION 10 – SPECIALTIES

10 28 13	Toilet Accessories
10 44 16	Fire Extinguishers

DIVISION 11 – EQUIPMENT

11 40 00	Foodservice Equipment

DIVISION 13 – SPECIAL CONSTRUCTION

13 34 19	Metal Building Systems

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

28 15 00	Integrated Access Control Hardware Devices



02/08/2024

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 22 – PLUMBING

22 05 29	Hangers and Supports
22 11 00	Facility Water Distribution
22 13 00	Facility Sanitary Sewerage
22 33 00	Electric Domestic Water Heaters
22 40 00	Plumbing Fixtures

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 05 00	General Mechanical Requirements
23 05 00.20	Basic Mechanical Materials and Methods
23 05 53	Identification for HVAC and Plumbing Piping and Equipment
23 07 05	HVAC and Plumbing Insulation
23 23 00	Refrigerant Piping
23 31 00	HVAC Ducts and Casings
23 33 00	Air Duct Accessories
23 34 00	HVAC Fans
23 37 00	Air Inlet and Outlets
23 81 26.20	Split System Heat Pumps
28 32 39	Unit Heaters



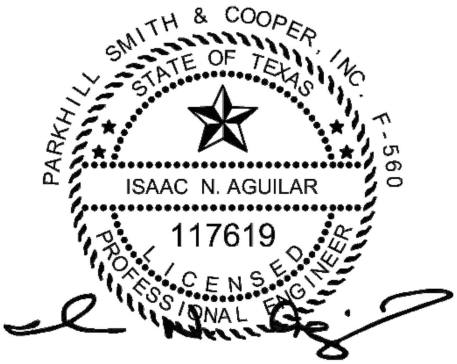
02/08/2024

DESIGN PROFESSIONAL RESPONSIBILITY

The Specification Sections authenticated by my seal and signature are limited to the following:

DIVISION 26 – ELECTRICAL

26 05 00	Basic Electrical Methods	
26 05 13	Building Wire and Cable	
26 05 19	Equipment Wiring Systems	
26 05 26	Grounding and Bonding	
26 05 29	Supporting Devices	
26 05 33	Conduit	
26 05 33.16	Boxes	
26 05 53	Electrical Identification	
26 18 39	Enclosed Motor Controllers	
26 24 16	Switchboards and Panelboards	
26 27 26	Wiring Devices	
26 28 16.16	Enclosed Switches	
26 51 00	Interior Lighting	



02/08/2024

DOCUMENT 00 11 20 - REQUEST FOR PROPOSALS

1.1 OWNER

City of Midland
300 North Loraine Street
Midland, Texas 79701

1.2 PROJECT

West and North Citizens' Collection Stations

1.3 ARCHITECT

Parkhill
1700 W. Wall, Suite 100
Midland, Texas 79701
432.697.1447
Attn: R. Ashley Coco, AIA

1.4 DESCRIPTION

A. You are invited to submit a proposal on the attached forms for General Construction Work including mechanical, plumbing, electrical, Work and for furnishing of all labor, materials, services and equipment necessary for and incidental to the Work as called for on the Drawings and in the Project Manual. The construction is expected to commence by May 15, 2024.
B. City of Midland will accept questions, comments, and requests until 5:00 p.m., Wednesday, March 13, 2024. All correspondence to be submitted to Erika Martinez, emunoz@midlandtexas.gov. Any questions or correspondence received after the deadline cannot be addressed.
C. Proposers are to submit a proposal for the Work as indicated on the Proposal Form.
D. A contract may be awarded based on the proposal offering the best value to the Owner for the Project.

1.5 BASIS OF PROPOSALS

A. Owner will be utilizing the competitive sealed proposal procurement method as authorized by Texas Government Code, Title 10, Subtitle F., Chapter 2269, Subchapter D. The selection criteria used to evaluate each proposer's proposal is stipulated below in paragraph "D. Selection Criteria and Points."
B. Proposals will be received on a unit price basis.
C. Selection Criteria and Points.
   1. (0-40 points) Construction Price - Base Proposal.
   2. (0-20 points) Construction Time.
   3. (0-10 points) Resume of Project manager.
   4. (0-10 points) Resume of job superintendent.
   5. (0-10 points) Past and current experience on Projects of similar scope, size, complexity, and location. Include the following information: Owner, Project Name, Date Completed, Project Duration, Proposal Cost, Final Cost, Project Manager and Job Superintendent. If a current employee constructed the Project while working for a different employer clearly delineate that relationship.

6. (0-10 points) List of all litigation, claims, or lawsuits made against your company, an Owner or Architect in which you were the contractor, including any Projects that your company failed to fulfill the terms of the contract with an Owner in the last five years. Provide status of each.
7. Letter of Intent to issue Performance and Payment Bonds from proposer's bonding company listing availability of current bonding capacity and amount of Work currently under bond.
8. Ranking and selection of the proposers will be based on the scoring and evaluation of the listed selection criteria determined to provide the best value to the Owner.

D. Additional Requirements
1. For the Project Manager and Job Superintendent, provide the following for each:
   a. Daily responsibilities for the Project.
   b. Formal education level.
   c. History of Work experience.
   d. Personal references including name, position, owner, current telephone number and email address.
2. In addition to requirements of the proposal documents, Owner may require additional information to establish responsibility of Proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, Proposer must submit all data to the Owner. Owner may also consider and use as part of the evaluation the operating costs, maintenance requirements, performance data and guarantees of major items of material and equipment proposed for incorporation in the Work when such data is required to be submitted in the proposal documents or prior to the award of the contract.
3. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of Proposer, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the proposal documents to Owner's satisfaction within the prescribed time.

1.6 SUBMISSION OF PROPOSALS

A. Address to: City of Midland
Attn: City Secretary's Office
P.O. Box 1152
Midland, TX 79701

B. Location: City of Midland
Attn: City Secretary's Office
300 North Loraine Street
Midland, TX 79702

C. Delivery: Reception Desk
First Floor Lobby of City Hall
Proposals will be time stamped upon delivery and internally delivered to City Secretary's office.

D. Date: March 20, 2024.

E. Time: 2:00 p.m., local time.

F. Proposals received after the submission time on the due date will not be accepted and will be returned unopened to Proposer.

1.7 PROPOSAL DOCUMENTS

A. Proposers may secure copies of Proposal Documents as follows:
   1. Contact City of Midland Purchasing Department, purchasing@midlandtexas.gov.
B. Only Proposers who obtain Proposal Documents through City of Midland Purcasing Department will be registered as a document holder (plan holder) and will therefore automatically receive addenda if/when issued.

1.8 ADDENDA

A. Addenda will be issued to document holders by 1 of the 2 following methods:
   1. E-mail notification to document holder.
   2. For document holders not having e-mail address, addenda will be mailed via the United States Postal Service (USPS).
B. Addenda will not be faxed to document holders.
C. Final Addendum, if required, will be issued no later than 48 hours prior to pproposal opening unless Proposal opening is being postponed.

1.9 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Wednesday, February 28, 2024 at City of Midland, City Hall at 3:00 p.m. local time. Attendance by Proposers is recommended, but not mandatory. Location of pre-proposal conference as stated in Bid Notice.

1.10 PROPOSAL SECURITY

A. Proposal security in the sum of 5 percent of the total proposal amount and in the form of a cashier's check, certified check, or Surety Proposal Bond, shall accompany all proposals as stipulated in the Instructions to Proposers.

1.11 OPENING OF PROPOSALS

A. Proposals will be publicly opened in the City Council Chambers immediately after closing of proposal time to identify the names of the proposer and their respective proposed contract amount. Other contents of the proposals will be afforded security sufficient to preclude disclosure of contents prior to award or rejection action.
B. After opening the Proposals, the Owner will evaluate and rank each Proposal with respect to the published selection criteria described in section titled BASIS OF PROPOSALS. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification or modification, or the Owner may discuss with the selected proposer, offers for cost adjustment and other elements of the Proposal. Other than the data read at the Proposal opening, the Owner shall not disclose any information derived from the Proposals submitted by competing firms in conducting such discussions.
C. If the Owner determines that it is unable to reach a satisfactory agreement with the first ranked proposer, the Owner will terminate discussions with that proposer. The Owner will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until the Owner has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.
D. The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous to the Owner.

E. The award or rejection action regarding this Proposal is at the sole discretion of the Owner and the Owner makes no warranty regarding this Proposal that a contract will be awarded to any proposer.

F. The Owner agrees that if the Contract is awarded, it will be awarded to the proposer offering the best value to the Owner. The Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the Owner, as determined by the Owner.

1.12 FORMALITIES

A. The City of Midland reserves the right to reject all proposals.

1.13 APPLICABLE GOVERNING LAWS AND REGULATIONS

A. In accordance with the Instruction to Proposers, all proposers shall comply with State Labor Laws concerning wage rates Texas Family Code concerning affidavit of eligibility to submit proposals non-discrimination in employment and employment of historically underutilized businesses.

END OF SECTION

SECTION 00 31 32 - GEOTECHNICAL DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 INFORMATION

A. Geotechnical Data:
1. An investigation of subsurface soil conditions at the construction site was authorized by Owner, and investigations at the West CCS Site were made by:

Beyond Engineering and Testing
011-B South County Road 1260
Midland, TX 79706
432.561.5780

Investigations at the North CCS Site were made by:

Terracon
10400 State Hwy 191
Miland, TX 79707
432.684.9600

2. The two reports, in their entirety, are bound at the end of this Section.

1.3 GEOTECHNICAL DATA

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Proposers' convenience and are intended to supplement rather than serve in lieu of [Proposers' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Because subsurface conditions indicated by the soil borings are a sampling in relation to the entire construction area, and for other reasons, the Owner, Architect, Engineer, the Architect's or Engineer's consultants, and the firm reporting the subsurface conditions do not warranty the conditions below the depths of the borings or that the strata logged from the borings are necessarily typical of the entire site. Any party using the information described in the soil borings and geotechnical report shall accept full responsibility for its use.
1. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.
2. Any party using information described in the geotechnical report shall make additional test borings and conduct other exploratory operations that they may require to determine the character of subsurface materials that may be encountered.

3. Proposers are expected to examine the geotechnical data reports and then determine for themselves the validity of the information contained there-in as it relates to this Project.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

www.BeyondET.com

3011-B South County Road 1260
Midland, TX 79706
432.561.5780

January 5, 2022
Via email: jahrlett@midlandtexas.gov

Attn: Mr. Jeffrey Ahrlett
Director of Solid Waste
City of Midland
300 N Loraine
Midland TX 79701

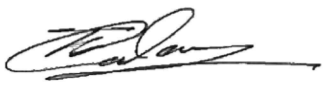
Reference: **Geotechnical Report**
Citizen's Collection Station
6400 West Highway 80
Midland, Texas
BEYOND Project No. GT2111061

Dear Mr. Ahrlett:

Beyond Engineering and Testing, LLC (BEYOND) is pleased to present our geotechnical engineering study for the proposed Citizen's Collection Center project in Midland, Texas. City of Midland (Client) commissioned this geotechnical engineering study to explore and evaluate the subsurface conditions at the site, develop geotechnical design parameters, and provide related construction recommendations for the project. Our geotechnical report describes our field exploration and laboratory testing program, our engineering interpretation pertinent to the project, as well as earthwork guidelines for the project.

We appreciate the opportunity to serve you. We look forward to working with you on construction materials testing services during construction phase. Note that BEYOND is already under contract with Client for this project. As such, a simple change order is needed to approve testing services during construction phase. Please call us if you have any questions concerning this report or any of our other services.

Respectfully submitted,
Beyond Engineering and Testing, LLC



Appasaheb "Amar" Kadam
Project Manager, E.I.T.

GEOTECHNICAL REPORT

Citizen's Collection Station
6400 WEST HIGHWAY 80
MIDLAND, TEXAS

Prepared For:

City of Midland
300 N Loraine, Midland, Texas 79701

Prepared By:

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706

432.561.5780 | www.BEYONDET.com

January 5, 2022
BEYOND Project No. GT2111061

Geotechnical Report

Citizen's Collection Station

6400 WEST HIGHWAY 80
MIDLAND, TEXAS

This Report Prepared By:

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, TX 79706

432.561.5780 | www.BeyondET.com

Prepared by:

Appasaheb "Amar" Kadam
Project Manager, E.I.T

STATE OF TEXAS
ALFRED H. WILLIAMS
127667
LICENSED
PROFESSIONAL ENGINEER

01/05/2022

Reviewed by:

Alfred Williams, P.E.
Geotech Department Manager

FIRM REGISTRATION NO. F-19523 - TEXAS

January 5, 2022 ***Project No. GT2111061***

UNAUTHORIZED USE OR COPYING OF THIS DOCUMENT IS STRICTLY PROHIBITED BY ANYONE OTHER THAN THE CLIENT FOR THE SPECIFIC PROJECT.

Geotechnical Report
Citizen's Collection Station
Midland, Texas

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APPENDIX A

Figure 1: Project Site Location Map
Figure 2: Borehole Locations Map
Figure 3: Site Vicinity Geologic Map
Log of Boring Key
Logs of Boring
Summary of Laboratory Test Results
Xenco Analytical Report

Geotechnical Report
Citizen's Collection Station
Midland, Texas

1.0 INTRODUCTION

Beyond Engineering and Testing, LLC (BEYOND) is pleased to present our subsurface exploration and geotechnical engineering evaluation for the proposed Citizen's Collection Station project. The proposed project site will be situated near 6400 West Highway 80 in Midland, Texas at GPS coordinates (31.955276, -102.159771). The approximate project location is shown on Figure 1, Project Site Location Map, within Appendix A.

The purpose of this geotechnical investigation and report is to:

- Explore subsurface conditions;
- Conduct field and laboratory testing to characterize the engineering properties of subsurface materials;
- Provide geotechnical engineering parameters for the design and construction of foundation systems;
- Provide pavement recommendations, and;
- Provide earthwork requirements.

The recommendations contained in this report are based upon field and laboratory test results, engineering analyses, experience with similar subsurface conditions, and our project understanding.

2.0 PROPOSED CONSTRUCTION

BEYOND understands the proposed project will comprise of Citizen's Collection Station facility which consists of 40 feet by 60 feet metal building, concrete pavement, a built-up ramp and retaining walls for roll-off drops.

3.0 FIELD EXPLORATION

BEYOND prepared and executed a field exploration program for the proposed project on November 19, 2021. The approximate boring locations are shown on Figure 2, Borehole Locations Map, within Appendix A of this report. A summary of approximate geographic latitude and longitude coordinates and depth of each boring drilled as part of the subsurface exploration program is presented in Table 3.0.1.

Table 3.0.1 – Summary of Boring Locations and Depths

Boring No.	Latitude (degrees)	Longitude (degrees)	Total Boring Depth (feet)
B-1	31.955617	-102.157978	19
B-2	31.955419	-102.158930	19
B-3	31.955276	-102.159771	19

Notes: Latitude and longitude coordinates provided in Table 3.0.1 were obtained from a hand-held GPS device with accuracy of approximate 15 to 20 feet.

BEYOND utilized air rotary drilling method to advance the boreholes. We collected samples using Standard Penetration Testing (SPT) split spoon samplers. We collected all samples from the samplers in the field, performed visual soil classification, labeled the samples as to location and depth, and bagged soil samples to minimize moisture changes. We conducted the SPT tests in general accordance with ASTM D1586: Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils. SPT test results are shown on the attached Boring Logs under the "Field Data" column and are preceded by the letter "N". SPT testing was performed using automatic hammer.

BEYOND prepared field logs for each boring drilled. The field logs contain visual classifications of the materials encountered during drilling as well as interpolation of the subsurface conditions between samples. We also observed for groundwater level in the borehole while advancing the boreholes. These observations are discussed in subsequent sections of this report.

The project engineer reviewed the field logs, samples, and laboratory data to make appropriate modifications to the field logs. BEYOND classified soils in general accordance with the Unified Soil Classification System (USCS). The soil classification symbols on the boring logs are described in the *Boring Log Key* included in Appendix A. The final logs of boring include modifications based on our laboratory test results and observations performed on the soil samples collected in the field. The final logs of boring describe the materials encountered, strata thickness, the various depths at which the samples were obtained, as well as field test results.

4.0 SUBSURFACE CONDITIONS

4.1 Regional Geology

As per the geologic Atlas of Texas, Pecos sheet, the geology at the project site and in the vicinity consists of the following.

Quaternary Period Units

- **Playa Deposits** (Qp): Shallow, closed, depressions that have filled mainly with clay and silt, along with minor amounts of sand.
- **Windblown Cover Sand** (Qcs/Qbd): Eolian deposits comprised of fine- to medium-grained sand-sized quartz grains, silty in nature, with calcareous and caliche deposits being common. Windblown sediments can reach 10 feet in thickness.

Site vicinity geologic map is shown on Figure 3 within Appendix A of this report.

4.2 Subsurface Stratigraphy

As indicated on our logs of borings drilled as part of this study, native soils were encountered beneath approximately 2 inches of topsoil and extended to the bottom of the boring. The native soils generally encountered are as follows:

- Loose to very dense sand with varying amounts of clay, silt and gravel.

Bedrock was not encountered in any of the borings completed as part of this study.

The above descriptions are general and depth ranges are approximate because boundaries between different strata are seldom clear and abrupt in the field. In addition, the lines separating major strata types on the logs of borings do not necessarily represent distinct lines of demarcation of the various strata. Detailed logs of borings for locations drilled as part of this study, which present the stratum descriptions, types of sampling used, laboratory test data, and additional field data, are presented in Appendix A. The Boring Log Key, defining the terms and descriptive symbols used on each log of boring, is also presented in Appendix A.

4.3 Groundwater Conditions

BEYOND did not encountered groundwater during drilling operations.

Based on the Texas Water Development Board (TWDB) Groundwater Database of water wells within a 0.25-mile radius from the project site locations, groundwater levels at adjacent water wells were recorded at depths of 39 to 42 feet below ground surface. These measurements are from submitted driller's well reports from 2014.

It is imperative to note that the short-term groundwater level observations performed as part of this study are not an accurate evaluation of groundwater levels at the project site and should not be interpreted as a comprehensive groundwater study. The observations made during this investigation may also not represent conditions at the time of construction and it should be understood the presence of groundwater may have an effect on certain construction activities and long-term performance of foundations and pavements. Groundwater levels are highly dependent on climatic and hydrologic conditions before and after construction, and site development including irrigation demands, drainage and other factors. If a detailed groundwater study is desired, a groundwater hydrologist should be retained to perform these services.

5.0 LABORATORY TESTS

BEYOND performed various laboratory tests to determine the soil's physical properties. These tests allow us to classify soils and to assess soil performance under the project design conditions. Laboratory tests are presented in each respective *Log of Boring* and in the *Summary of Laboratory Tests* in Appendix A. The project geotechnical engineer assigned appropriate laboratory tests on selected soil samples. BEYOND performed the following laboratory methods for soil analyses:

- Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System): ASTM D2487;
- Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass: ASTM D2216;
- Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils: ASTM D4318;
- Standard Test Methods for Amount of Material in Soils Finer than No. 200 (75-µm) Sieve: ASTM D1140;
- Sulfate and Chlorides Content: EPA 300/300.1;

5.1 Geotechnical Laboratory Test Results

Moisture content tests were performed, in accordance with ASTM D2216, on selected soil samples. The test results are provided on Logs of Boring in Appendix A of the report as well as on the Summary of Laboratory Results in Appendix A of this report.

Percent finer than No. 200 (75-µm) sieve tests were performed, in accordance with ASTM D1140, on selected soil samples. The test results are provided on Logs of Boring in Appendix A of the report as well as on the Summary of Laboratory Results in Appendix A of this report.

Laboratory test results indicate that the native clay soils have liquid limit (LL) values range from non-plastic to 39% and plastic limit (PL) value ranging from non-plastic to 23%, with Plasticity Index (PI) values ranging from about non plastic to 23%. Based on FHWA-NHI-10-016 for the method of identifying potentially expansive soils as shown in Table 5.1.1, the soils at this proposed project site possess low swell potential.

Table 5.1.1 – Method of Identifying Potentially Expansive Soils (from FHWA-NHI-10-016)

Liquid Limit (%)	Plasticity Index	Potential Swell (%)	Potential Swell Classification
< 50	< 25	< 0.5	Low
50 to 60	25 to 35	0.5 to 1.5	Marginal
> 60	> 35	> 1.5	High

The Potential Vertical Rise (PVR) is the potential ability of a soil material to swell, at a given density, moisture and loading condition, when exposed to capillary or surface water. We estimate the PVR value for lightly loaded slabs-on-grade or shallow footings to be less than 1-inch, using the TxDOT method Tex-124-E.

A summary of laboratory testing results is presented in Appendix A of this report.

5.2 Soil Corrosiveness

BEYOND obtained the services of Xenco Laboratories to perform analytical tests to determine the content of soluble sulfate and chloride in the soils at or near foundation bearing depths. The results of soluble sulfate and chloride content are summarized in Table 5.2.1.

Table 5.2.1 – Results of Soluble Sulfate and Chloride Content

Boring No.	Depth of Sample (feet)	Soluble Chlorides (mg/kg)	Soluble Sulfate (mg/kg)
B-1	0	<4.95	<4.95

These test results indicate non-corrosive chloride content and negligible sulfate contents. The Xenco test results are included within Appendix A.

6.0 FOUNDATION DESIGN AND GEOTECHNICAL RECOMMENDATIONS

BEYOND understands the proposed Citizen's Collection Station facility consists of a 40 foot by 60 foot metal building, concrete and asphalt pavement, a built-up ramp and retaining walls for roll-off drops.

Based on the site geotechnical conditions, shallow foundations may be used to support the proposed buildings. Earthwork requirements for the proposed buildings are provided under Section 7.

We recommend that BEYOND's geotechnical engineer or our qualified representative be retained to observe shallow foundation excavations in this area to assess the need for any over-excavation and re-compaction and/or replacement.

6.1 Shallow Foundations

We recommend that the spread footings at the site should have a minimum embedment of 2 feet below final site grade for confinement, and the strip footings should have a minimum embedment of 1.5 feet below final site grade. The footings should bear on soils placed in accordance with Section 7 of this report. We recommend a minimum width of 12 inches for strip footings and a minimum of 24 inches for spread footings.

For our engineering analyses, we utilized the strength parameters provided in Table 6.1.1. Site grading plans for the proposed project site were not available during preparation of this report. BEYOND assumes final grade of the drop area will be approximately 1 to 6 feet higher than existing site grade.

Table 6.1.1 – Engineering Properties of Subsurface Materials for Shallow Foundation

Angle of Internal Friction, ϕ' (degree)	Total Unit Weight, γ (pcf)	Ultimate Coefficient of Friction, μ
30	110	0.35

Table 6.1.2 provides the values for net allowable bearing pressures against general shear failure based on a factor of safety of 3 for continuous and footings that bear on soils placed in accordance with Section 7 of this report. We estimate total footing settlement should not exceed 1-inch based on the allowable bearing pressures provided in Table 6.1.2.

Table 6.1.2 – Allowable Bearing Pressures for Shallow Foundations

Footing Type	Footing Width (feet)	Footing Depth (feet)	Allowable Bearing Pressure (psf)
Continuous Footing	1.0	1.5	1,250
Continuous Footing	1.5	1.5	1,500
Spread Footing	2.0	2.0	2,500
Spread Footing	2.0	3.0	3,500

Proper drainage must be maintained during construction and throughout the life of the structures to provide for improved shallow foundation performance. Other design and construction recommendations as outlined in the ACI design manual should be followed.

6.2 Floating Floor Slab for Building

A floating slab-on-grade is structurally independent of the spread footings. This option is also viable for the proposed building. The slab-on-grade can be supported on properly prepared subgrade in accordance with Section 7.1 of this report. A properly prepared subgrade should provide a modulus of subgrade reaction, K_1, of about 90 psi/inch, where K_1 corresponds to modulus of subgrade reaction corresponds to a 1-ft x 1-ft plate.

For square footing on cohesionless soil subgrade, the subgrade modulus value may be modified for various foundation widths based upon the following equation:

$$K_s = K_1\left[\frac{B+1}{2B}\right]^2$$

Where:

K_s = adjusted modulus of subgrade reaction based on actual footing width;
K_1 = modulus of subgrade reaction corresponds to a 1-ft x 1-ft plate;
B = footing width (in feet)

We recommend an optional crushed stone layer of four (4) inches in thickness immediately below the floor slab. The crushed stone should meet TxDOT Item 247, Grade 3. The crushed stone will provide increased support, assist in reducing differential floor settlements, and provide uniform friction across the bottom of the slab. Most importantly, the crushed stone allows truck traffic during construction without rutting. The design team may choose to avoid the crushed stone layer. With this option, we recommend using a pump to place concrete. Using a pump avoids truck traffic on the finished subgrade.

Based on our experience of similar projects, we provide the following guidelines for concrete floor slab design and construction. The concrete specifications should require a low water/cement ratio and the concrete should be placed with a relatively dry slump. Control joints should be constructed while the concrete is relatively green, before it shrinks. Spacing for control joints should be 15 to 20 feet to control shrinkage cracks.

In order to improve aesthetics by reducing shrinkage cracks and irregular surface textures, BEYOND also recommends the following: the ready-mix concrete should arrive at the target slump and the contractor should not be allowed to add water to the mixture. Water sprayed onto the slab during 'bull floating' must be minimal; otherwise, alligator cracking of the surface may develop. If vapor barriers are used, the designer should also consider adding a thin sand cushion on top of the vapor barrier. This bedding sand allows the concrete to cure evenly from top to bottom. Other design and construction recommendations as outlined in the ACI design manual should be followed.

6.3 Lateral Earth Pressures

Following are recommended equivalent fluid pressures for below-grade walls using native soils or imported materials as backfill. When backfilling adjacent to retaining walls, the contractor should be careful not to over-compact soils adjacent to the wall, thus inducing additional lateral stresses on the retaining walls. Proper drainage should be provided away from the walls during all phases of construction and post-construction grading. Below grade basement walls are considered as non-yielding walls due to restrained at the top to prevent sufficient movement to develop active condition. The at-rest lateral pressures are the appropriate earth pressures to use for design of basement walls. Active earth pressure may be for walls that exhibit a certain degree of horizontal movement, such as cantilevered retaining walls.

Positive drainage should be provided to prevent the buildup of hydrostatic water pressure on the walls. To prevent hydrostatic build-up, retaining walls should incorporate a wall drain for collection and removal of surface water behind the walls. A clean, granular, fee-draining materials with no more than 5% passing the No. 200 sieve is the preferred backfill for wall drains. Acceptable backfill would be crushed material with a gradation of in general conformance with ASTM C33, No. 57 or 67 aggregate. The high permeability of such material, combined with adequate drainage, such as weepholes at the bottom of the wall, prevents hydrostatic build-up. If no positive drainage is provided, hydrostatic water pressure should be considered in the design of the walls.

Backfill materials for the retaining wall should be placed and compacted to a minimum compaction of 95% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content. The loose thickness of each layer before compacting shall not exceed 8 inches. Close to retaining walls, smaller compactors should use to prevent excessive lateral pressures against the retaining walls from stress caused by heavy compactors.

Table 6.3.1 – Equivalent Fluid Pressures for Lateral Earth Pressures

Soil Type	Lateral Earth Pressure Condition	Lateral Earth Pressure Coefficient	Equivalent Fluid Pressure (psf/ft)
Native or Imported Cohesionless Soils ϕ'=31, γ_t=115 pcf	At-Rest Condition	k_o=0.48	56
	Active Condition	k_a=0.32	37
	Passive Condition	k_p=3.12	360

The values apply only to cases where the ground surface is level. BEYOND should be contacted to provide suitable values for cases where the ground surface is sloped. These earth pressure values do not include safety factors or hydrostatic pressure. Surcharge loads should also be considered.

6.4 Seismic Parameters

The following seismic parameters are based on the 2015 International Building Code (IBC) and a Site Class D for this project site. The Mapped Spectral Response Acceleration for the 1 second (S_1) and short periods (S_S) were computed using the U.S. Seismic Design Maps web-based application program developed by the Applied Technology Council (ATC). Table 6.4.1 summarizes recommended seismic parameters to be used in the design:

Table 6.4.1 Recommended Seismic Parameters

Parameter	Calculated Value
S_S – Mapped Spectral Response Acceleration at Short Period (0.2-Second)	0.124 g
S_1 – Mapped Spectral Response Acceleration at 1-Second Period	0.033 g
F_a (Site Coefficient) – Site Class D	1.6
F_v (Site Coefficient) – Site Class D	2.4

Note: Seismic Parameters were obtained from https://hazards.atcouncil.org/#/

7.0 FOUNDATION CONSTRUCTION CRITERIA

In this section, we provide various specifications and construction recommendations to allow earthwork to meet the intent of the geotechnical parameters provided in Section 6. We recommend that BEYOND be retained to provide verification testing services during construction. This allows us to verify that construction of foundation items are in compliance with our recommendations.

7.1 Site Preparation

Prior to construction, the contractor should establish proper and positive drainage to maintain a relatively dry condition at the proposed construction site. This will be important if any work is attempted during prolonged rainfall periods. Water ponding in construction areas should be avoided.

Winter weather conditions can also impact the construction process. Newly placed fill should not be placed on frozen subgrade and frozen material should not be used for fill.

Site preparation should begin by removing surface debris, vegetation, organic topsoil, loose soil and major root systems, if any. Compact resulting subgrade and verify stability using a proof-roll test. Conduct a proof-roll tests using a loaded dump truck or loaded double-axle water truck with a minimum weight of 20 tons. Passing proof-roll tests must show less than ½-inch deflection and no area pumping. Any soft spots or areas that exhibit pumping should be excavated and re-compacted to a minimum compaction of 98% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content.

The base of each foundation excavation should be observed by the geotechnical engineer or a qualified representative prior to foundation installation.

7.2 Select Fill Below Foundation and Floor Slab

Select non-expansive fill material placed within foundation and floor slab areas should meet one of the following soil classifications: SC-SM, SM, SC, CL, GC or GW-GC. In addition, select fill shall possess a plasticity index, PI of less than 18 and shall not possess particle sizes greater than 3-inches. Native soils within the upper 5 feet below existing site grade may be used as select fill. Additional testing should be performed during construction to verify the suitability of native soils as select fill.

Select fill below the foundation should be placed in loose lifts not exceeding 8-inches and should be compacted to a minimum compaction of 98% of the maximum dry density as determined by ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content for cohesive soils or moisture conditioned within +/- 3% of optimum moisture content for cohesionless soils. Compacted backfill density should be verified by nuclear density tests, with at least one test per 2,500 square feet for each lift under buildings and one test per 5,000 square feet in other areas.

7.3 Shallow Foundation Construction

The following construction criteria and general guidance should be observed during shallow foundation construction:

1. Remove loose soils from footing excavations. Do not allow loose, excavated soils from the footings to be spread out within the building pad. These loose soils will cause differential settlements.

2. Excavations for footings should be accomplished with a smooth-mouthed bucket. If a toothed bucket is used, excavation with this bucket should be terminated a few inches above final grade and the excavation completed with a smooth-mouthed bucket or by manual labor. Debris or loose material in the bottom of the excavation should be re-compacted or removed prior to placing concrete. This is especially important along footing excavations.

3. The foundation excavation should be sloped sufficiently to create internal sumps for runoff collection and removal. Foundation excavations subject to rainfall and possible deterioration from accumulated water should be protected using a protective "mud-slab" (concrete). If surface runoff water or groundwater seepage accumulates at the bottom of the foundation excavation, it should be collected and removed and not allowed to adversely affect the quality of the bearing surface.

4. The foundation excavations should be checked for size and cleaned of loose material and debris prior to the placement of reinforcing steel. Precautions should be taken during the placement of reinforcement and concrete to prevent the loose excavated material from falling into the excavation.

5. Prior to the placement of concrete, any water must be removed from the foundation excavation.

6. Prompt placement of concrete in the excavation as it is completed, cleaned, and observed is strongly recommended.

7.4 Open Excavations

Temporary construction slopes and/or permanent embankment slopes should be protected from surface runoff water. Site grading should be designed to allow drainage at planned areas where erosion protection is provided, instead of allowing surface water to flow down unprotected slopes. Surcharge loads, either static or dynamic, should not be applied to an excavation slope. Construction equipment should be prevented from traveling along or near the top of the excavation slope. Monitoring of temporary slopes, trenches, and dewatering during construction should be undertaken by the contractor to detect early warnings of movement within slopes, structures, pavements, etc.

In all cases of excavations in soils, sloped excavations and trench shields are required for excavations greater than four feet in depth. The contractor's "Competent Person" (as defined by OSHA) must inspect each trench to determine the type of bench or slope that is actually required. With all excavations, only a "competent person" shall determine whether sloped, benched, or trench shields can be used. OSHA and applicable state and local standards should be observed and followed. Site safety is the responsibility of the contractor.

7.5 Drainage

Proper drainage should be provided away from the foundation elements during all phases of construction and post-construction grading. Proper drainage is essential to the long-term stability of the structure. Ponding of water near the foundation elements from improper drainage should not be permitted. Downspouts should use splash blocks that divert water away from the foundation. Planters near buildings should be lined and should not allow saturation of soils near the foundation.

8.0 PAVEMENTS

The proposed pavement sections presented here are calculated based solely on engineering structural parameters. Construction cost is not included in this analysis. Daily traffic volume or 18-kips Equivalent Single-Axle Loads (ESALs) for the proposed pavement was not available during preparation of this report. We anticipate traffic will mainly consist of passenger cars, pick-up trucks and haul trucks to transport the trash receptacles. We understand the facility will utilize the pavement sections outlined in Table 8.1.1. Based on the proposed pavement sections and assumptions below we have calculated the estimated ESAL's that the pavement can support over a design life of 20 years.

8.1 Design Recommendations for Pavements

BEYOND calculated pavement section options in accordance with the *AASHTO Guide for Design of Pavement Structures 1993*. For pavement analysis we assumed the following parameters:

- Design life: 20 years;
- Reliability: 85% (Flexible) or 90% (Rigid);
- Overall Standard Deviation: 0.45 (Flexible) or 0.35 (Rigid);
- Initial Serviceability: 4.2 (Flexible) or 4.5 (Rigid);
- Terminal Serviceability: 2.0 (Flexible) or 2.5 (Rigid);
- Assumed CBR-value: 6.0
- Design Resilient Modulus (psi): 8,000
- Asphaltic Concrete: Layer structural coefficient of 0.44, and a drainage coefficient of 1.0; and
- Untreated Base Course: Layer structural coefficient of 0.14, and a drainage coefficient of 1.0.
- Concrete compressive strength: 3,500 psi

Table 8.1.1 presents our pavement sections based on our assumed design parameters.

Table 8.1.1 Recommended Pavement Section

Option	Estimated ESAL's	Concrete Thickness (inches)	HMAC Thickness (inches)	Untreated Aggregate Base Course Thickness (inches)
Light Duty Asphalt	25,000	--	2.0	6.0
Heavy Duty Asphalt	275,000	--	3.0	9.0
Concrete Pavement	900,000	8.0	--	6.0

The concrete pavement should be designed by the Civil Engineer to have proper reinforcement. As a general guideline, a minimum of #3 reinforcing bars at 18 inches on-center-each-way (OCEW) is recommended for the proposed concrete pavement.

8.2 Material Specifications

The pavement should be specified, constructed, and tested to meet the following requirements:

1. *Natural Subgrade* – Remove all vegetation and construction debris. Scarify the resulting subgrade to at least 12 inches, moisture condition and compact to a minimum of 98% of the maximum density per ASTM D698 and moisture conditioned within +/- 2% of optimum moisture content for cohesive soils or moisture conditioned within +/- 3% of optimum moisture content for cohesionless soils. The compacted surface shall be proof-rolled using a loaded tandem-axle dump truck or water truck of 25 tons or heavier. Passing proof-roll tests must show less than 1-inch deflection and no area pumping. Soft spots or areas exhibiting pumping should be excavated and re-compacted. Use select fill placed in accordance with Section 7.3 to reach final target site grade.
2. *Crushed Limestone Base Material (Flexible Base)* - Crushed rock as per Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges (2014), Item 247, **Grade 2** or better. The material should be compacted to a minimum of **95%** of the maximum density as per **ASTM D1557**.
3. *Portland Cement Concrete* - BEYOND recommends using a TxDOT **Class P** concrete mix design, or similar.
4. *HMAC* – **Type B** Hot Mix Asphaltic Concrete surface course. This material should meet TxDOT Item 340 specifications.
5. *Prime Coat* – Texas Department of Transportation Item 310.

9.0 LIMITATIONS

Recommendations contained in this report are based on our field observations and subsurface explorations, limited laboratory tests, and our present knowledge of the proposed construction. It is possible that soil conditions will vary between or beyond the points explored. If soil conditions are encountered that differ from those described herein, we should be notified immediately. If the scope of the proposed design or construction changes from that described in this report, our data should also be reviewed.

We prepared this report in substantial compliance with the generally accepted geotechnical engineering practice, as it exists in the area at the time of our study. No warranty is expressed or implied. The recommendations provided in this report are based on the assumption that BEYOND will conduct an adequate program of tests and observations during the construction phase in order to evaluate compliance with our recommendations.

This report may be used only by the client, their design team, and only for the purposes stated, within three years from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time. Any party other than the client who wishes to use this Report shall notify BEYOND of such intended use. Based on the intended use of the report, BEYOND may require that additional work

be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release BEYOND from any liability resulting from the use of this report by any unauthorized party.

This is a geotechnical engineering report and is not intended to provide information about possible contaminated soils or the locations of any abandoned underground storage tanks. The owner should consult with an environmental specialist to determine whether this site is suitable from an environmental perspective.

Other standards or documents referenced in any given standard cited in this report, or otherwise relied upon by the authors of this report, are only mentioned in the given standard; they are not incorporated into it or "included by reference," as that latter term is used relative to contracts or other matters of law.

APPENDIX A

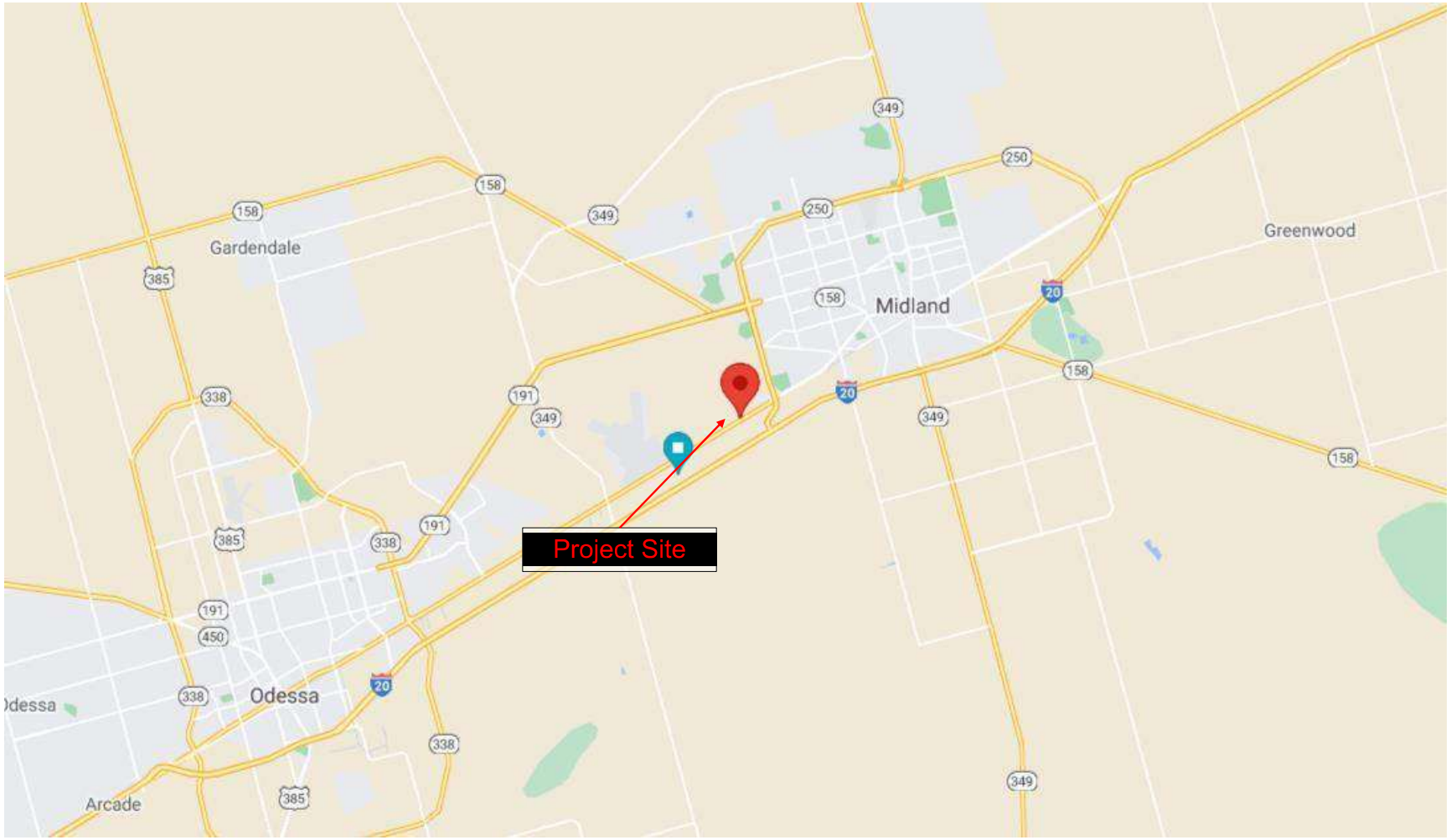


Figure 1- Project Site Location Map



Figure 2 - Borehole Locations Map

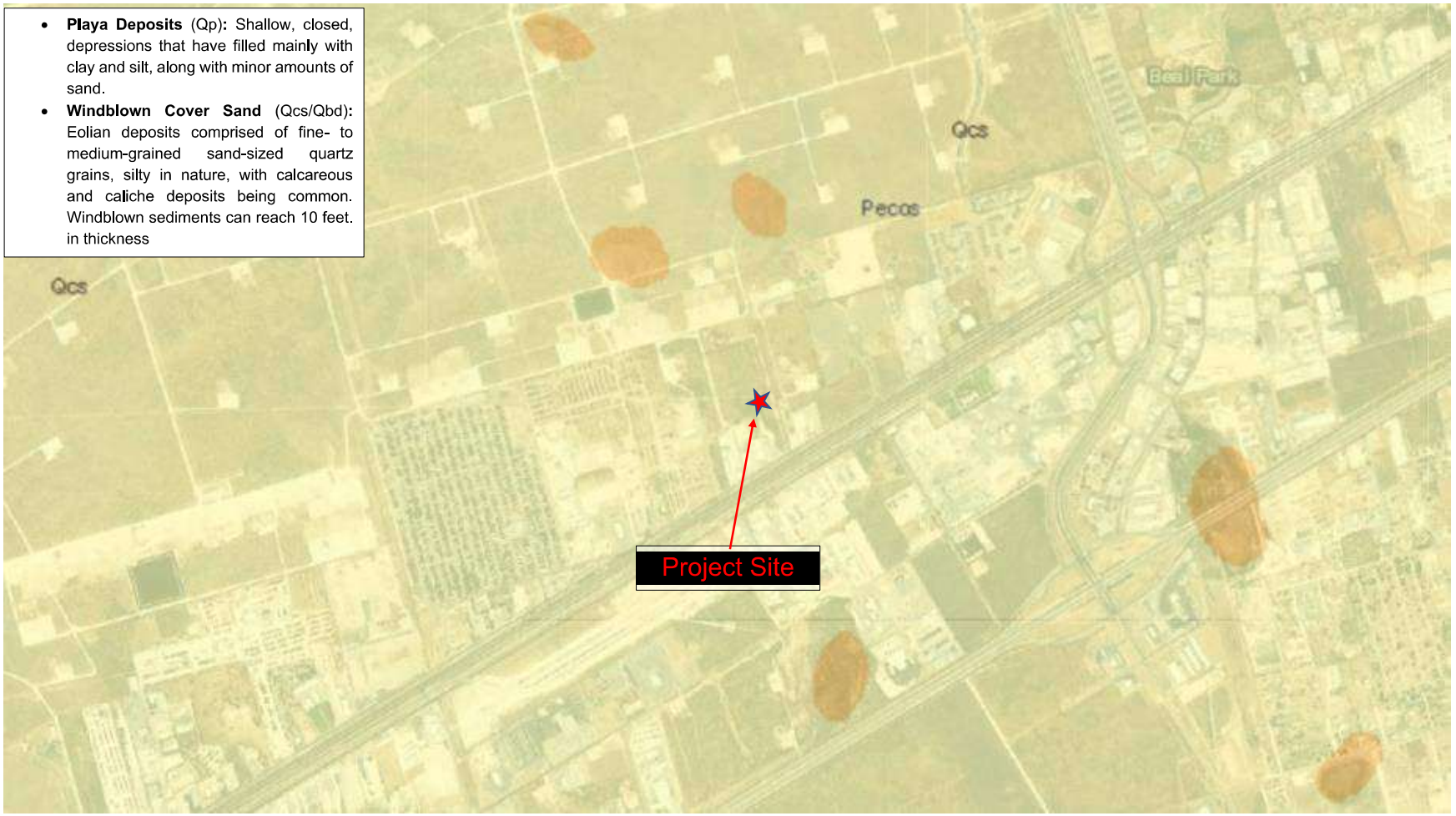
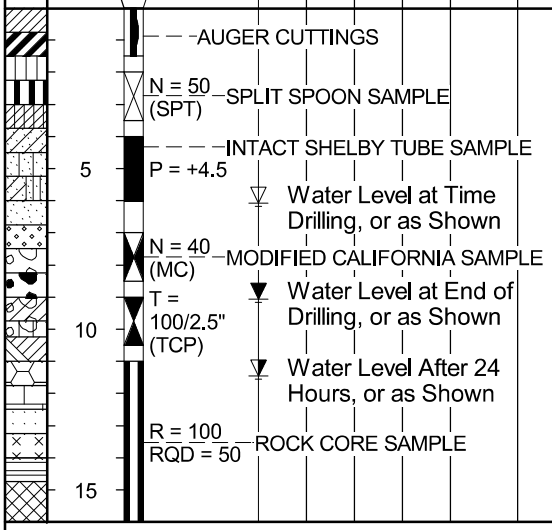


Figure 3 - Site Vicinity Geologic Map

LOG OF BORING KEY



DRILLING METHOD(S):
Continuous Flight Auger/Hollow Stem Auger/Wash Rotary/NX Core

GROUNDWATER INFORMATION:
Groundwater was encountered at 8 ft. during drilling and measured at 9 ft. immediately after drilling

SURFACE ELEVATION: ft.

DESCRIPTION OF STRATUM

Cohesive Soils - Clay and Silt			
Modified California (RS)	Standard Split-spoon (SS)	Pocket Penetrometer	Consistency
SPT # blows/ft	SPT # blows/ft	Unconfined Compressive Strength (tsf)	
< 3	< 2	< 0.25	Very Soft
3-6	2-4	0.25-0.5	Soft
7-12	5-8	0.5-1.0	Medium Stiff
13-25	9-15	1.0-2.0	Stiff
26-50	16-30	2.0-4.0	Very Stiff
> 50	> 30	> 4.0	Hard

Cohesionless Soils - Sand and Gravel		
Modified California (RS)	Standard Split-spoon (SS)	Relative Density
SPT # blows/ft	SPT # blows/ft	
0-6	< 4	Very Loose
7-18	4-10	Loose
19-58	11-30	Medium Dense
59-98	31-50	Dense
> 98	> 50	Very Dense

-- TESTING SYMBOL DEFINITIONS --

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

TYPICAL SOIL AND ROCK SYMBOLS (USCS CLASSIFICATION)

- Lean Clay (CL)
- Fat Clay (CH)
- Silt (ML)
- Elastic Silt (MH)
- Silty Clay (CL-ML)
- Clayey Sand (SC)
- Silty Sand (SM)
- Silty, Clayey Sand (SC-SM)
- Poorly-Graded Sand (SP)
- Well-Graded Sand (SW)
- Poorly-Graded Gravel (GP)
- Well-Graded Gravel (GW)
- Clayey Gravel (GC)
- Silty Gravel (GM)
- Bedrock
- Basalt
- Limestone
- Sandstone
- Siltstone
- Shale
- Fill Material

DEGREE OF WEATHERING

1) Unweathered: No evidence of any chemical or mechanical alteration.
2) Slightly weathered: Slight discoloration on surface, slight alteration along discontinuities, less that 10% of the rock volume altered.
3) Moderately weathered: Discoloring evident, surface pitted and altered with alteration penetrating well below rock surfaces, weathering "halos" evident, 10 to 50% of the rock volume altered.
4) Highly weathered: Entire mass discolored, alteration pervading nearly all of the rock with some pockets of slightly weathered rock noticeable, some minerals leached away.
5) Decomposed: Rock reduced to a soil with relicit rock texture, generally molded and crumbled by hand.

SOIL STRUCTURE

Calcareous..... Containing calcium carbonate
Slickensided..... The presence of planes of weakness having a slick and glossy appearance
Interbedded..... Alternating layers of varying material

LOG OF BORING B-1

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061
DATE(S) DRILLED: 11/19/21

DRILLING METHOD(S):
Air Rotary

GROUNDWATER INFORMATION:
Groundwater not encountered during or immediately after drilling

SURFACE ELEVATION:

DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
												Topsoil 1.5 inches
		N = 16	1.4									SILTY SAND (SM), brown, medium dense to very dense, dry, fine to medium grained
		N = 26	1.5	NP	NP	NP					17.1	
5		N = 38										
		N = 50/1.5"										Grading trace Gravel, light brown
10		N = 25	6.8	39	23	16					23.2	CLAYEY SAND (SC), with gravel, light brown, medium dense, dry, fine to medium grained
15		N = 50/6"										SILTY SAND (SM), brown, very dense, dry, fine to medium grained
		N = 50/5"										
												Total Depth = 19 ft.

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 31.955617, Long. -102.157978

PACKET

BEYOND E&T LOG - LOG A GNNL01.GDT - 12/10/21 08:12 - C:\USERS\AMARKADAM.RRC\DESKTOP\GEOTECH\GT2111061 CITIZEN'S COLLECTION CENTER\FIELD INVESTIGATION\GT2111061 CITIZEN'S COLLECTION CENTER.GPJ

LOG OF BORING B-2

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061
DATE(S) DRILLED: 11/19/21

DRILLING METHOD(S):
Air Rotary

GROUNDWATER INFORMATION:
Groundwater not encountered during or immediately after drilling

SURFACE ELEVATION:

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													Topsoil 2 inches
			N = 6										SILTY SAND (SM), brown, loose, dry, fine to medium grained
			N = 9	5.3	24	13	11					37.9	CLAYEY SAND (SC), with gravel, light brown, loose to dense, dry, fine to medium grained
	5		N = 10	6.4									Grading trace Gravel
			N = 16	11.2	38	15	23					34.4	
			N = 50/6"										SILTY SAND (SM), light brown, very dense, dry, fine to medium grained Grading with Gravel
	10												
			N = 50/2"										
	15												
			N = 50/1.5"										
													Total Depth = 19 ft.

DESCRIPTION OF STRATUM

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 31.955419, Long. -102.158930

PACKET

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LOG OF BORING B-3

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061
DATE(S) DRILLED: 11/19/21

DRILLING METHOD(S):
Air Rotary

GROUNDWATER INFORMATION:
Groundwater not encountered during or immediately after drilling

SURFACE ELEVATION:

SOIL SYMBOL	DEPTH (FT)	SAMPLES	N: BLOWS/FT P: TONS/SQ FT T: BLOWS R: % RQD: %	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT LL	ATTERBERG LIMITS PLASTIC LIMIT PL	ATTERBERG LIMITS PLASTICITY INDEX PI	DRY DENSITY POUNDS/CU.FT	COMPRESSIVE STRENGTH (TONS/SQ. FT)	STRAIN AT FAILURE (%)	CONFINING PRESSURE (POUNDS/SQ IN)	MINUS NO. 200 SIEVE (%)	DESCRIPTION OF STRATUM
													Topsoil 1.5 inches
			N = 14	4.7	22	13	9					29.5	CLAYEY SAND (SC), with gravel, light brown, medium dense, dry, fine to medium grained
			N = 18										
	5		N = 20	4.8	20	12	8					36.7	
			N = 12										Grading trace Gravel, light brown
			N = 77	4.8									SILTY SAND (SM), brown, very dense, dry, fine to medium grained
	10												
	15		N = 50/3"										
			N = 50/2"										
													Total Depth = 19 ft.

FIELD DATA | LABORATORY DATA

N - STANDARD PENETRATION TEST RESISTANCE
P - POCKET PENETROMETER RESISTANCE
T - TXDOT CONE PENETRATION RESISTANCE
R - ROCK CORE RECOVERY
RQD - ROCK QUALITY DESIGNATION

REMARKS:
GPS COORDINATES: Lat. 31.955276, Long. -102.159771

PACKET

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SUMMARY OF LABORATORY RESULTS

Beyond Engineering and Testing, LLC
3011-B South County Road 1260
Midland, Texas 79706
Telephone: 432.561.5780
www.BeyondET.com

CLIENT: City of Midland
PROJECT: Citizen's Collection Station
LOCATION: Midland, Texas
NUMBER: GT2111061

Borehole	Depth (ft)	USCS	Water Content (%)	Dry Unit Weight (pcf)	< No. 200	LL	PL	PI	Compressive Strength (tsf)	Strain at Failure (%)	Confining Pressure (psi)	Chlorides (%/weight)	Sulfates (%/weight)	pH	Minimum Resistivity (ohm-cm)
B-1	0.0		1									0.0005	0.0005		
B-1	2.0	SM	2		17	NP	NP	NP							
B-1	8.5	SC	7		23	39	23	16							
B-2	2.0	SC	5		38	24	13	11							
B-2	4.0		6												
B-2	6.0	SC	11		34	38	15	23							
B-3	0.0	SC	5		30	22	13	9							
B-3	4.0	SC	5		37	20	12	8							
B-3	8.5		5												

PACKET 8.50 August 27, 2024

ND Not Detected; **D** Diluted;
*Denotes Total Unit Weight

Client Sample Results

Client: Beyond Engineering & Testing, LLC
Project/Site: Citizen's Collection Center

Job ID: 880-9035-1

Client Sample ID: B-1
Date Collected: 12/07/21 00:00
Date Received: 12/07/21 13:42
Sample Depth: 0 - 1.5

Lab Sample ID: 880-9035-1
Matrix: Solid

Method: 300.0 - Anions, Ion Chromatography - Soluble

Analyte	Result	Qualifier	RL		Unit	D	Prepared	Analyzed	Dil Fac
Chloride	<4.95	U	4.95		mg/Kg			12/09/21 14:43	1
Sulfate	<4.95	U	4.95		mg/Kg			12/09/21 14:43	1

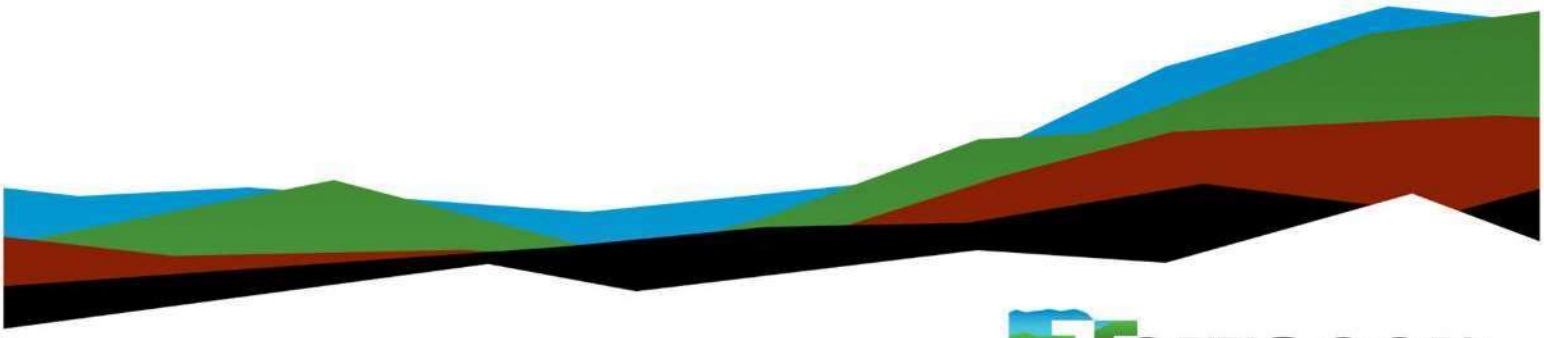
Midland North CCS

Geotechnical Engineering Report

July 14, 2023 | Terracon Project No. A4235100

Prepared for:

Parkhill
4222 85th St
Lubbock, TX 79423



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Facilities
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Geotechnical
Materials

10400 State Hwy 191
Midland, TX 79707
P (432) 684-9600
Terracon.com

July 14, 2023

Parkhill
4222 85th St
Lubbock, TX 79423

Attn: Mr. R. Ashley Coco - Senior Architectural Project Manager
E: acoco@Parkhill.com

Re: Geotechnical Engineering Report
Midland North CCS
2.5 Miles N-NW of Intersection of US Highway 349 and Occidental Parkway
Midland County, TX
Terracon Project No. A4235100

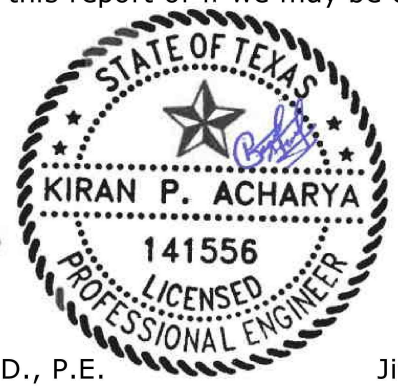
Dear Mr. Coco:

We have completed Geotechnical Engineering services for the above referenced project in general accordance with Terracon Email Quote dated May 25, 2023, and a Consulting Services Agreement between Parkhill and Terracon dated May 31, 2023. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design as well as construction of foundations, and pavements for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon



FOR

Kiran P. Acharya, Ph.D., P.E.
Project Engineer

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Note: This report was originally delivered in a web-based format. **Blue Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the Terracon logo will bring you back to this page. For more interactive features, please view your project online at **client.terracon.com**.

Refer to each individual Attachment for a listing of contents.

Report Summary

Topic [1]	Overview Statement [2]
Project Description	This project is to construct a small single-story pre-engineered metal building and a paved "Citizens Collection Station (CCS)" area for city of Midland Solid Waste department.
Geotechnical Characterization	Clayey gravel with sand was encountered within the upper about 2 feet of existing grades, underlain by very dense, cemented, calcareous materials, locally called "caliches". We expect on-site subsurface materials have low potential for shrink/swell with fluctuations in moisture content. The on-site subsurface materials can generally be used as structural fill provided that the caliche materials are crushed into sizes less than 4 inches in maximum dimensions, and they meet structural fill requirements. Groundwater was not encountered during our field exploration.
Earthwork	Heavy duty equipment will generally be suitable for earthwork, and utility trench excavations on the project site. Controlled blasting could be required for utility trench excavations in confined areas.
Shallow Foundations	Shallow foundations such as spread and/or continuous strip footings can generally be used to support the building. Net allowable bearing pressure of 3,000 pounds per square foot (psf) be used for design of shallow foundations.
Pavements	Asphalt Pavement: 1.5" asphalt concrete over 8" of aggregate base course for Class I 2" asphalt concrete over 8" of aggregate base course for Class II 2.5" asphalt concrete over 10" of aggregate base course for Class III Concrete Pavement: 5" PCC over 4" aggregate base for Category A 6" PCC over 4" aggregate base for Category D 7" PCC over 4" aggregate base for Category E
General Comments	This section contains important information about the limitations of this geotechnical engineering report.

1. If the reader is reviewing this report as a pdf, the topics above can be used to access the appropriate section of the report by simply clicking on the topic itself.
2. This summary is for convenience only. It should be used in conjunction with the entire report for design purposes.

Introduction

This report presents the results of our subsurface exploration and Geotechnical Engineering services performed for the Midland North CCS to be located about 2.5 Miles N-NW of Intersection of US Highway 349 and Occidental Parkway in Midland County, TX. The purpose of these services was to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Groundwater conditions
- Seismic site classification per IBC
- Site preparation and earthwork
- Foundation design and construction
- Pavement design and construction

The geotechnical engineering scope of services for this project included the advancement of soil-test borings, laboratory testing, engineering analysis, and preparation of this report.

Drawings showing the site and boring locations are shown on the **Site Location** and **Exploration Plan**, respectively. The results of laboratory testing performed on soil samples obtained from the site during our field exploration are included on the boring logs in the **Exploration Results** section.

Project Description

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Provided	A project site location and a construction layout were received from Mr. R. Ashley Coco of Parkhill via an email on May 25, 2023.
Proposed Structures	This project includes construction of a small pre-engineered metal building on the southern end, and a paved area for trash collection at the northern portion of the site. The paved area will be a CCS for city of Midland Solid Waste department.

Item	Description
Foundation Types	We expect the building will be supported on shallow foundations, such as spread and/or continuous strip footings.
Finished Floor Elevation	Finished floor elevation is assumed to be within 2 feet of existing grades.
Maximum Loads (Assumed)	■ Column loads: 50 kips ■ Wall loads: 1.5 kips per linear foot (klf) ■ Slab loads: 125 psf
Pavements (Assumed)	We understand that CCS area will be paved. We assume that the traffic classification for design of asphalt pavement will consist of: ■ Class I: Parking stalls for autos and pickup trucks [Equivalent Single Axle Loads (ESALs) = 7,000] ■ Class II: Traffic consisting of home delivery trucks, trash pickup (ESALs = 27,000) ■ Class III: Delivery lanes with up to ten 3-axle trucks per day (ESALs = 107,000) The anticipated ACI traffic categories and daily truck traffic for design of concrete pavement are assumed to consist of: ■ Category A: Car and auto parking areas and access lanes, 10 trucks per day ■ Category D: Heavy-duty trucks, 1 truck per day ■ Category E: Fire or trash truck lanes, 1 truck per day The pavement design period is 20 years.

Terracon should be notified if any of the above information is inconsistent with the planned construction, especially the grading limits and structural loads, as modifications to our recommendations may be necessary.

Site Conditions

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description
Parcel Information	Midland North CCS site is located about 2.5 Miles N-NW of Intersection of US Highway 349 and Occidental Parkway in Midland County, TX. The coordinates of approximate center of the site are 32.1038°N, 102.0955°W. See **Site Location**
Existing Improvements	None
Current Ground Cover	Exposed soils, grasses, and mesquites
Existing Topography	Relatively flat

We also collected photographs at the time of our field exploration program. Representative photos are provided in our **Photography Log**.

Geotechnical Characterization

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting, and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of the site. Conditions observed at each exploration point are indicated on the individual log. The individual log can be found in the **Exploration Results** and the GeoModel can be found in the **Figures** attachment of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at the boring location, please refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Sand and Gravel	Clayey gravel with sand; very dense
2	Caliche	Silty clayey sand with gravel; very dense

Excavation difficulties are generally anticipated within Model Layer 2.

Caliche is a calcium-carbonate-cemented material. Caliche has many resemblances to rock. It is difficult to excavate caliche materials.

The borings were advanced in the dry using air rotary drilling technique that allows short-term groundwater observation to be made while drilling. Groundwater seepage was not

encountered or observed in either of the borings within the maximum drilling depths of about 24 feet bgs at the time of our field exploration. Groundwater is not expected to affect shallow foundation construction at this site.

Groundwater conditions may be different at the time of construction. Groundwater conditions may change because of seasonal variations in rainfall, runoff, and other conditions not apparent at the time of drilling. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. Long-term groundwater monitoring was outside the scope of services for this project.

Seismic Site Class

The seismic design requirements for buildings and other structures are based on Seismic Design Category. Site Classification is required to determine the Seismic Design Category for a structure. The Site Classification is based on the upper 100 feet of the site profile defined by a weighted average value of either shear wave velocity, standard penetration resistance, or undrained shear strength in accordance with Section 20.4 of ASCE 7 and the International Building Code (IBC). Based on the soil/rock properties observed at the site and as described on the exploration log and results, our professional opinion is for that a **Seismic Site Classification of C** be considered for the project. Subsurface exploration at this site was extended to a maximum depth of about 24 feet bgs. The site properties below the boring depth to 100 feet were estimated based on our experience and knowledge of geologic conditions of the general area. Additional deeper boring or geophysical testing may be performed to confirm the conditions below the current boring depth.

Geotechnical Overview

The area to the west of the project site is previously developed. Although no deleterious materials, such as construction debris, or organics were encountered during our field exploration or observed in the collected samples, we caution that potential existing fill that contains deleterious materials could exist on the project site in areas away from our borings. If deleterious materials are detected during construction, Terracon should be notified immediately to provide consultation. In general, deleterious materials can be replaced with structural fill.

The site appears suitable for the proposed development based upon geotechnical conditions encountered in the test borings, provided that the recommendations provided in this report are implemented in the design and construction phases of this project.

We expect on-site subsurface materials have low potential for shrink/swell with fluctuations in moisture content. Moisture-induced potential vertical movements are estimated to be less than 1 inch. The on-site soils are generally suitable for use as structural fill. Based on the conditions encountered and estimated load-settlement relationships, the proposed building can be supported on shallow spread/continuous strip footings.

According to the 2021 International Structures Code (Section 1613.3.2), IBC seismic site classification for this site is determined to be C. The recommendations contained in this report are based upon the results of field and laboratory testing (presented in the **Exploration Results**), engineering analyses, and our current understanding of the proposed project. The **General Comments** section provides an understanding of the report limitations.

Earthwork

Earthwork will include clearing and grubbing, excavations, and fill placement. The following sections provide recommendations for use in the preparation of specifications for the work. Recommendations include critical quality criteria as necessary to render the site in the state considered in our geotechnical engineering evaluation for foundations.

Site Preparation

Prior to placing fill, striping of existing topsoil, vegetations, and root mats should be performed in the proposed development area. The soil materials which contain less than 5 percent organics can be reused as structural fill provided the material is moisture conditioned and properly compacted.

Subgrade Preparation

We suggest after site preparation operation is conducted; the entire site should be proofrolled. The proofrolling should be conducted with an adequately loaded vehicle such as a fully-loaded tandem-axle dump truck. The proofrolling should be performed under the observation of the Geotechnical Engineer or representative. Areas excessively deflecting under the proofrolling should be delineated and subsequently addressed by the Geotechnical Engineer. Excessively wet or dry material should either be removed, or moisture conditioned and recompacted as per **Fill Placement and Compaction Requirements** section.

All exposed areas which will receive fill, once properly cleared and benched where necessary, should be scarified to a minimum depth of 10 inches, and compacted per the

compaction requirements in this report. Compacted structural fill soils should then be placed to the proposed design grade and the moisture content and compaction of subgrade soils should be maintained until foundation or pavement construction.

Excavation

Based on the conditions encountered, we believe heavy-duty equipment, such as a hoe ram, a heavy dozer equipped with a ripper, a rock saw or jack hammer or with rock trenching equipment, will generally be required for earthwork and utility-trench excavations. Controlled blasting (trench excavations) could be required for utility trench excavations in confined areas. The bottom of excavations should be thoroughly cleaned of loose soils and disturbed materials prior to backfill placement and/or construction.

The descriptions provided below are a guide to conditions generally encountered in the region of the project site. Required excavation techniques will vary based on weathering of the materials to be excavated, the fracturing, jointing and overall stratigraphy of the feature. Actual field conditions usually display a gradual weathering progression with poorly defined and uneven boundaries between layers of different materials. We recommend that the following definitions for rock in earthwork excavation be included in bid documents:

Excavation Type	Definition
Mass Excavation	Any material occupying an original volume of more than 1 cubic yard which cannot be excavated with a single-toothed ripper drawn by a crawler tractor having a minimum draw bar pull rating of not less than 80,000 pounds usable pull (Caterpillar D-8 or larger).
Trench Excavation	Any material occupying an original volume of more than 1/2 cubic yard which cannot be excavated with a backhoe having a bucket curling rate of not less than 40,000 pounds, using a rock bucket and rock teeth (a John Deere 790 or larger).

Fill Material Types

Fill required to achieve design grade should be classified as structural fill and general fill. Structural fill is material used below, or within 10 feet of structures, pavements, or constructed slopes. General fill is material used to achieve grade outside of these areas.

Reuse of On-Site Soil: Excavated on-site soil may be re-used as fill. Material property requirements for on-site soil for use as general fill and structural fill are noted in the table below:

Property	General Fill	Structural Fill
Composition	Free of deleterious material	Free of deleterious material
Maximum particle size	6 inches	4 inches
Fines content	Not limited	10% to 50% Passing No. 200 sieve
Plasticity	Not limited	Maximum liquid limit of 35 and maximum plasticity index of 15
GeoModel Layer Expected to be Suitable[1,2]	1,2	1,2

1. Based on subsurface exploration. Actual material suitability should be determined in the field at time of construction.
2. Caliche materials should be crushed into sizes less than 4 inches in maximum dimensions and should meet structural fill requirements before they can be used as structural fill.

Imported Fill Materials: Imported fill materials should meet the following material property requirements. Regardless of its source, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.

Soil Type [1]	USCS Classification	Acceptable Parameters (for Structural Fill)
Low Plasticity Cohesive	CL, CL-ML	Liquid Limit less than 35 Plasticity index less than 15 25% to 50% retained on No. 200 sieve
Granular	GW, GP, GM, GC, SW, SP, SM, SC	10% to 50% passing No. 200 sieve

1. Structural and general fill should consist of approved materials free of organic matter and debris. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.

Fill Placement and Compaction Requirements

Structural and general fill should meet the following compaction requirements.

Item	Structural Fill	General Fill
Maximum Lift Thickness	8 inches or less in loose thickness when heavy, self-propelled compaction equipment is used 4 inches in loose thickness when hand-guided equipment (i.e., jumping jack or plate compactor) is used	Same as structural fill
Minimum Compaction Requirements [1,2]	At least 95% of the material's maximum dry density in all fill areas.	Same as structural fill
Water Content Range [1]	-2% to +2% of optimum moisture content	As required to achieve min. compaction requirements

1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698).
2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254).

Utility Trench Backfill

Any soft or unsuitable materials encountered at the bottom of utility trench excavations should be removed and replaced with structural fill or bedding material in accordance with public works specifications for the utility be supported. This recommendation is particularly applicable to utility work requiring grade control and/or in areas where subsequent grade raising could cause settlement in the subgrade supporting the utility. Trench excavation should not be conducted below a downward 1:1 projection from existing foundations without engineering review of shoring requirements and geotechnical observation during construction.

Trench backfills should be mechanically placed and compacted as discussed earlier in this report. Compaction of initial lifts should be accomplished with hand-operated tampers or other lightweight compactors. Where trenches are placed beneath slabs or footings, the backfill should satisfy the gradation and plasticity index requirements of engineered fill discussed in this report. Flooding or jetting for placement and compaction of backfill is not recommended.

Grading and Drainage

Positive drainage should be provided during construction and maintained throughout the life of the development. Infiltration of water into utility trenches or foundation excavations should be prevented during construction. Water retained next to the foundation areas can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential foundation movements. The roof should have gutters/drains with downspouts that discharge onto splash blocks at a distance of at least 10 feet from the building.

In areas where sidewalks or paving do not immediately adjoin structures, we recommend that protective slopes be provided with a minimum grade of approximately 5 percent for at least 10 feet from foundation areas. After foundations construction, final grades should be verified to document effective drainage has been achieved. Grades around the structures should also be periodically inspected and adjusted as necessary as part of the structures' maintenance program. Where paving or flatwork abuts the structure, a maintenance program should be established to effectively seal and maintain joints and prevent surface water infiltration.

Earthwork Construction Considerations

Shallow excavations for the proposed structures are anticipated to be accomplished with heavy duty construction equipment. Upon completion of earthwork, care should be taken to maintain the subgrade water content prior to construction foundations. Construction traffic over the completed subgrades should be avoided. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. Water collecting over or adjacent to construction areas should be removed. If the subgrade freezes, desiccates, saturates, or is disturbed, the affected material should be removed, or the materials should be scarified, moisture conditioned, and recompacted prior to foundation construction.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety or the contractor's activities; such responsibility shall neither be implied nor inferred.

Excavations or other activities resulting in ground disturbance have the potential to affect adjoining properties and structures. Our scope of services does not include review of available final grading information or consider potential temporary grading performed

by the contractor for potential effects such as ground movement beyond the project limits. A preconstruction/precondition survey should be conducted to document nearby property/infrastructure prior to any site development activity. Excavation or ground disturbance activities adjacent or near property lines should be monitored or instrumented for potential ground movements that could negatively affect adjoining property and/or structures.

Construction Observation and Testing

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer or representative. Monitoring should include documentation of adequate removal of vegetation and topsoil, proof-rolling and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for every 2,500 square feet of compacted fill in the proposed structure areas, and at least one test for every 5,000 square feet of compacted fill in the proposed pavement construction area. One density and water content test should be conducted for every 50 linear feet of compacted utility trench backfill.

In areas of foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer or representative. In the event that unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

Shallow Foundations

If the site has been prepared in accordance with the requirements noted in **Earthwork**, the following design parameters are applicable for shallow foundations.

Design Parameters – Compressive Loads

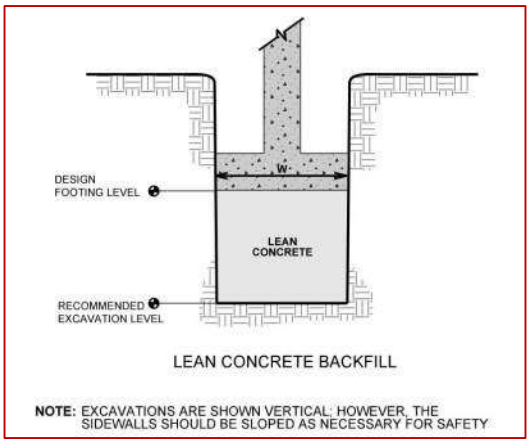
Item	Description
Maximum Net Allowable Bearing Pressure [1, 2]	3,000 psf (footings)
Required Bearing Stratum [3]	GeoModel Layer 1 or 2 or properly compacted structural fill extending to undisturbed native soils)
Minimum Foundation Dimensions	30 inches for spread footings 18 inches for continuous strip footings
Ultimate Passive Resistance [4]	360 pcf
Sliding Resistance [5]	0.35
Minimum Embedment below Finished Grade [6]	24 inches
Estimated Total Settlement from Structural Loads [2]	Less than 1 inch
Estimated Differential Settlement [2, 7]	Less than 1/2 inch

1. The maximum net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. Values assume that exterior grades are no steeper than 20% within 10 feet of structure.
2. Values provided are for the maximum loads noted in **Project Description**. Additional geotechnical consultation will be necessary if higher loads are anticipated.
3. Unsuitable or soft soils should be over-excavated and replaced per the recommendations presented in **Earthwork**.
4. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed, and compacted structural fill be placed against the vertical footing face. Assumes no hydrostatic pressure.
5. Can be used to compute sliding resistance where foundations are placed on suitable soil/materials. Frictional resistance for granular materials is dependent on the bearing pressure which may vary due to load combinations. For fine-grained materials, lateral resistance using cohesion should not exceed ½ the dead load.
6. Embedment necessary to minimize the effects of frost and/or seasonal water content variations. For sloping ground, maintain depth below the lowest adjacent exterior grade within 5 horizontal feet of the structure.
7. Differential settlements are noted for equivalent-loaded foundations and bearing elevation as measured over a span of 50 feet.

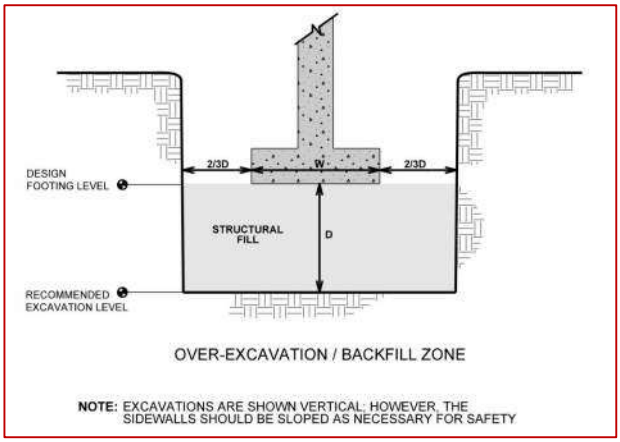
Foundation Construction Considerations

As noted in **Earthwork**, the footing excavations should be evaluated under the observation of the Geotechnical Engineer. The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

If unsuitable bearing soils are observed at the base of the planned footing excavation, the excavation should be extended deeper to suitable soils, and the footings could bear directly on these soils at the lower level or on lean concrete backfill placed in the excavations. The lean concrete replacement zone is illustrated on the sketch below.



Alternatively, over-excavation for structural fill placement below footings should be conducted as shown below. The over-excavation should be backfilled up to the footing base elevation, with suitable fill placed, as recommended in the **Earthwork** section.



Floor Slabs

Floor Slab Design Parameters

Design parameters for floor slabs assume the requirements for **Earthwork** have been followed. Specific attention should be given to positive drainage away from the structure and positive drainage of the aggregate base beneath the floor slab.

Item	Description
Floor Slab Support[1]	At least 12 inches of properly compacted native soils or properly compacted caliche materials (sizes less than 4 inches in maximum dimensions and meet structural fill requirement) or properly compacted structural fill as needed to achieve finished pad elevation.
Estimated Modulus of Subgrade Reaction[2]	125 psi/inch for point loading conditions

1. Floor slabs should be structurally independent of building footings or walls to reduce the possibility of floor slab cracking caused by differential movements between the slab and foundation.
2. Modulus of subgrade reaction is an estimated value based upon our experience with the subgrade condition, the requirements noted in **Earthwork**, and the floor slab support as noted in this table. It is provided for point loads. For large area loads the modulus of subgrade reaction would be lower.

A conventional slab-on-grade system can be used on the project site; no structural slab is necessary because on-site soils are not expansive soils. The use of a vapor retarder should be considered beneath concrete slabs on grade covered with wood, tile, carpet, or other moisture sensitive or impervious coverings, when the project includes humidity-controlled areas, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

Saw-cut contraction joints should be placed in the slab to help control the location and extent of cracking. For additional recommendations, refer to the ACI Design Manual. Joints or cracks should be sealed with a waterproof, non-extruding compressible compound specifically recommended for heavy duty concrete pavement and wet environments.

Where floor slabs are tied to perimeter walls or turn-down slabs to meet structural or other construction objectives, our experience indicates differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The Structural Engineer should account for potential differential settlement through use of sufficient control joints, appropriate reinforcing, or other means.

Floor Slab Construction Considerations

Finished subgrade, within and for at least 5 feet beyond the floor slab, should be protected from traffic, rutting, or other disturbance and maintained in a relatively moist condition until floor slabs are constructed. If the subgrade should become damaged or desiccated prior to construction of floor slabs, the affected material should be removed, and structural fill should be added to replace the resulting excavation. Final conditioning of the finished subgrade should be performed immediately prior to placement of the floor slab support course.

The Geotechnical Engineer or representative should approve the condition of the floor slab subgrades immediately prior to placement of the floor slab support course, reinforcing steel, and concrete. Attention should be paid to high traffic areas that were rutted and disturbed earlier, and to areas where backfilled trenches are located.

Pavements

Pavement – Subgrade Preparation

The natural subgrade should be uniformly compacted to the criteria in section **Fill Placement and Compaction Requirements** of this report. It should then be protected and maintained in a moist condition until the pavement is placed. Pavement subgrades should be graded to prevent ponding and infiltration of excessive moisture on or adjacent to the pavement subgrade surface.

Site grading is generally accomplished early in the construction phase. However, as construction proceeds, the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, or rainfall. Thus, the pavement subgrade may not be suitable for pavement construction and corrective action will be required. The subgrade should be carefully evaluated at the time of pavement construction for signs of disturbance or excessive rutting. If disturbance has occurred, pavement subgrade areas should be reworked, moisture conditioned, and properly compacted to the recommendations provided in this report immediately prior to paving.

General Pavement Comments

Pavement designs are provided for the traffic conditions and pavement life conditions as noted in **Project Description** and in the following sections of this report. A critical aspect of pavement performance is site preparation. Pavement designs noted in this section must be applied to the site which has been prepared as recommended in the **Earthwork** section.

Pavement Design Parameters

A California Bearing Ratio (CBR) of 4 was used for the subgrade for the asphaltic concrete (AC) pavement designs. A modulus of subgrade reaction of 125 pci was used for the portland cement concrete (PCC) pavement designs. The value was empirically derived based upon our experience with the similar subgrade soils and our expectation of the quality of the subgrade as prescribed by the **Site Preparation** conditions as outlined in **Earthwork**. A modulus of rupture of 550 psi was used in design for the concrete (based on correlations with a minimum 28-day compressive strength of 4,000 psi).

Pavement Section Thicknesses

The following table provides our opinion of minimum thickness for Asphaltic Concrete (AC) sections:

Asphaltic Concrete Design

Layer	Thickness (inches)		
	Traffic Class I [1]	Traffic Class II [1]	Traffic Class III [1]
AC [2, 3]	1.5	2	2.5
Aggregate Base	8	8	10

1. See **Project Description** for more specifics regarding traffic assumptions.
2. All materials should meet the Texas Department of Transportation (TXDOT) Standard Specifications for Highway Construction.
   - Asphaltic Surface – Plant mixed, hot laid Type C or D Surface, meeting the master specifications requirements of 2014 TXDOT Standard Specifications Item SS 3224 (2011) and specific criteria for the job mix formula.
   - Asphaltic Base - Crushed limestone base meeting all of the requirements of 2014 TxDOT Item 247, Type A, Grade 1-2.
3. A minimum 1.5-inch surface course should be used on AC pavements.

The following table provides our estimated minimum thickness of Portland Cement Concrete (PCC) pavements.

Portland Cement Concrete Design

Layer	Thickness (inches)		
	Traffic Category A [1]	Traffic Category D [1]	Traffic Category E [1]
PCC [2]	5	6	7
Aggregate Base	4	4	4

1. See **Project Description** for more specifics regarding traffic classifications.
2. All materials should meet the Texas Department of Transportation (TXDOT) Standard Specifications for Highway Construction.

Areas for parking of heavy vehicles, concentrated turn areas, and start/stop maneuvers could require thicker pavement sections. Edge restraints (i.e., concrete curbs or aggregate shoulders) should be planned along curves and areas of maneuvering vehicles.

Although not required for structural support, a minimum 4-inch-thick base course layer is recommended to help reduce potential for slab curl, shrinkage cracking, and subgrade pumping through joints. Proper joint spacing will also be required to prevent excessive slab curling and shrinkage cracking. Joints should be sealed to prevent entry of foreign material and doweled where necessary for load transfer. PCC pavement details for joint spacing, joint reinforcement, and joint sealing should be prepared in accordance with ACI 330 and ACI 325.

Where practical, we recommend early-entry cutting of crack-control joints in PCC pavements. Cutting of the concrete in its "green" state typically reduces the potential for micro-cracking of the pavements prior to the crack control joints being formed, compared to cutting the joints after the concrete has fully set. Micro-cracking of pavements may lead to crack formation in locations other than the sawed joints, and/or reduction of fatigue life of the pavement.

Openings in pavements, such as decorative landscaped areas, are sources for water infiltration into surrounding pavement systems. Water can collect in the islands and migrate into the surrounding subgrade soils thereby degrading support of the pavement. Islands with raised concrete curbs, irrigated foliage, and low permeability near-surface soils are particular areas of concern. The civil design for the pavements with these conditions should include features to restrict or collect and discharge excess water from the islands. Examples of features are edge drains connected to the stormwater collection system, longitudinal subdrains, or other suitable outlets and impermeable barriers

preventing lateral migration of water such as a cutoff wall installed to a depth below the pavement structure.

Pavement Drainage

Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. Appropriate sub-drainage or connection to a suitable daylight outlet should be provided to remove water from the granular subbase.

Pavement Maintenance

The pavement sections represent minimum recommended thicknesses and, as such, periodic upkeep should be anticipated. Preventive maintenance should be planned and provided for through an on-going pavement management program. Maintenance activities are intended to slow the rate of pavement deterioration and to preserve the pavement investment. Pavement care consists of both localized (e.g., crack, and joint sealing and patching) and global maintenance (e.g., surface sealing). Additional engineering consultation is recommended to determine the type and extent of a cost-effective program. Even with periodic maintenance, some movements and related cracking may still occur, and repairs may be required.

Pavement performance is affected by its surroundings. In addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to paved areas should slope down from the edges at a minimum 2%.
- Subgrade and pavement surfaces should have a minimum 2% slope to promote proper surface drainage.
- Install pavement drainage systems surrounding areas anticipated for frequent wetting.
- Install joint sealant and seal cracks immediately.
- Seal all landscaped areas in or adjacent to pavements to reduce moisture migration to subgrade soils.
- Place compacted, low permeability backfill against the exterior side of curb and gutter.
- Place curb, gutter and/or sidewalk directly on clay subgrade soils rather than on unbound granular base course materials.

General Comments

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials, or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly affect excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety and cost estimating including excavation support and dewatering requirements/design are the responsibility of others.

Construction and site development have the potential to affect adjacent properties. Such impacts can include damages due to vibration, modification of groundwater/surface water flow during construction, foundation movement due to undermining or subsidence from excavation, as well as noise or air quality concerns. Evaluation of these items on nearby properties are commonly associated with contractor means and methods and are not addressed in this report. The owner and contractor should consider a preconstruction/precondition survey of surrounding development. If changes in the

nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

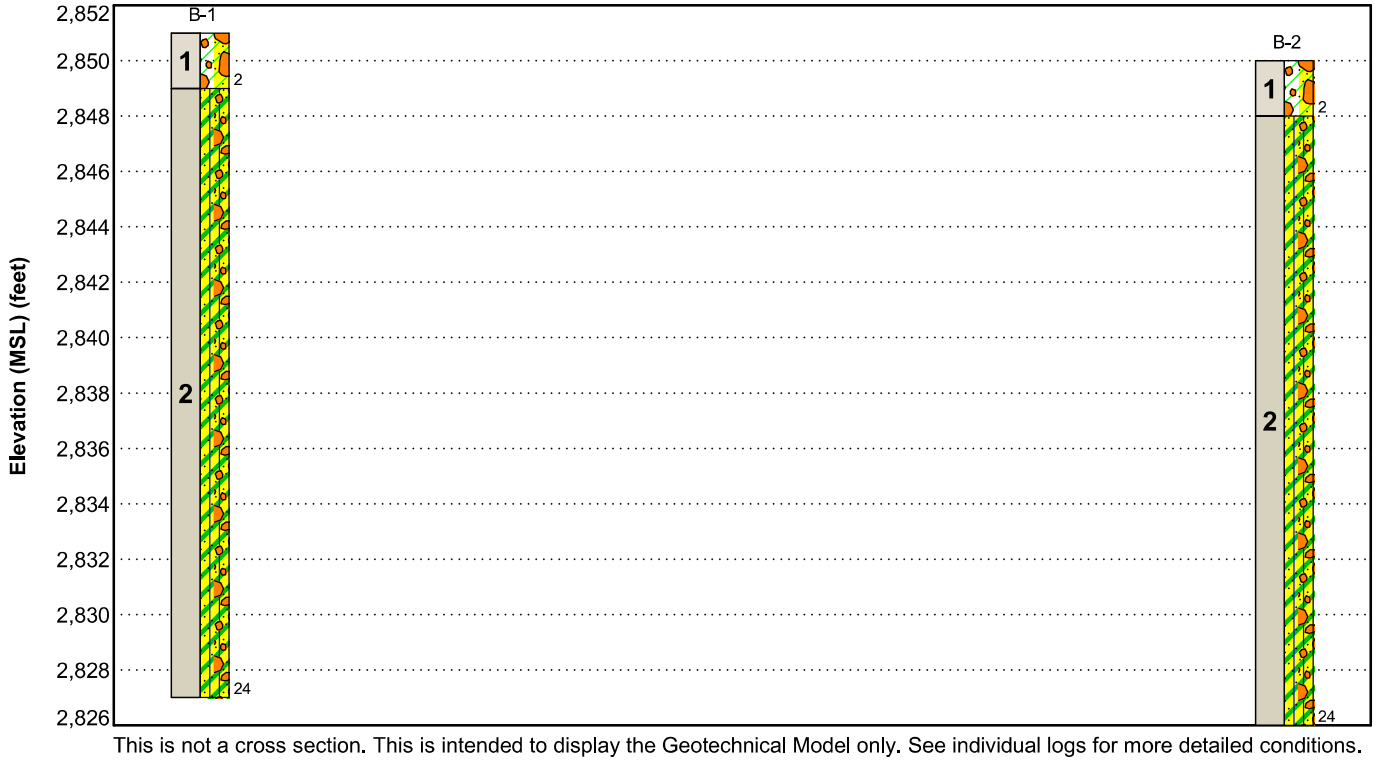
Figures

Contents:

GeoModel

Terracon
10400 State Highway 191
Midland, TX

GeoModel



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	**Sand and Gravel**	Clayey gravel with sand; very dense
2	**Caliche**	Silty clayey sand with gravel; very dense

LEGEND

Clayey Gravel with Sand

Silty Clayey Sand with Gravel

NOTES:
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

Attachments

Exploration and Testing Procedures

Field Exploration

Number of Borings	Boring Depth (feet) [1, 2]	Location
B-1	24	Building Footprint Area
B-2	24	Citizens Collection Station (CCS) Area

1. Below ground surface
2. Borings were terminated at depths of about 1 foot shorter than the planned depths due to very dense caliche materials.

Boring Layout and Elevations: Terracon personnel provided the boring layout. Elevations were estimated at the boring locations using Google Earth Pro. We used handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/- 20 feet. If more precise elevation and boring coordinates are desired, we recommend the borings be surveyed.

Subsurface Exploration Procedures: We advanced the borings with a truck-mounted rotary drill rig using air rotary drilling method. Five samples were obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. For safety purposes, all borings were backfilled with auger cuttings after their completion.

We also observed the boreholes while drilling and at the completion of drilling for the presence of groundwater. Groundwater was not observed at these times in the boreholes.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials observed during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

Laboratory Testing

The project engineer reviewed the field data and assigned laboratory tests. The laboratory testing program included the following types of tests:

- Moisture Content
- Dry Unit Weight
- Atterberg Limits

The laboratory testing program often included examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we described and classified the soil samples in accordance with the Unified Soil Classification System.

Photography Log



Boring B-1



Boring B-2



Site Picture 1 (Picture taken facing Northeast of the site)



Site Picture 2 (Picture taken facing East of the site)

Site Location and Exploration Plans

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

Midland North CCS ■ Midland County, TX
July 14, 2023 ■ Terracon Project No. A4235100



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

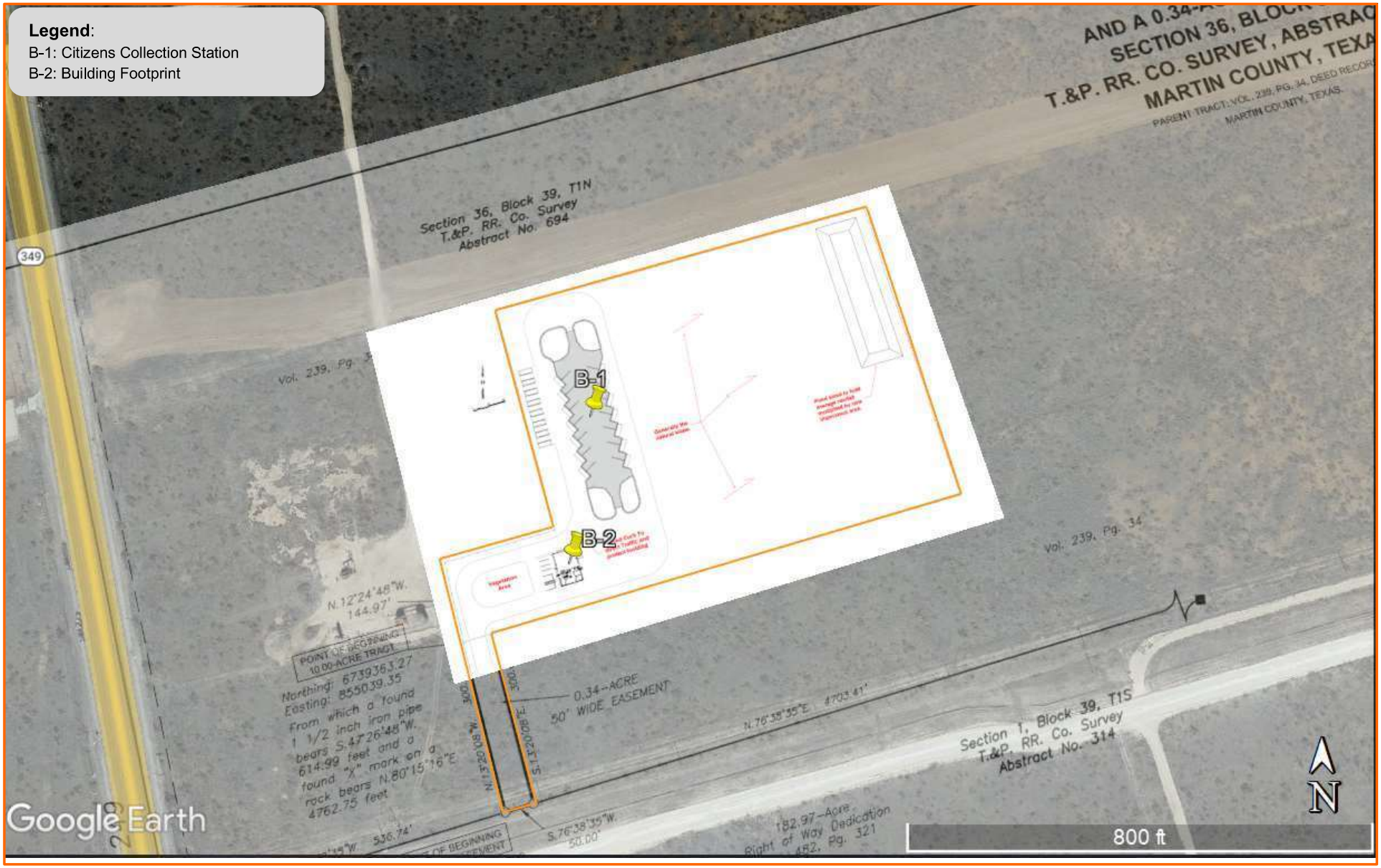
EXPLORATION PLAN

Midland North CCS ■ Midland County, TX
July 14, 2023 ■ Terracon Project No. A4235100



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS


Legend:
B-1: Citizens Collection Station
B-2: Building Footprint
B-1
B-2
Section 36, Block 39, T1N
T.&P. RR. Co. Survey
Abstract No. 694
Section 1, Block 39, T1S
T.&P. RR. Co. Survey
Abstract No. 314
0.34-ACRE
50' WIDE EASEMENT
182.97-Acre
Right of Way Dedication
Vol. 239, Pg. 321
349
800 ft
N
Google Earth

Exploration and Laboratory Results

Contents:

Boring Logs (2 pages)
Atterberg Limits
Grain Size Distribution

Note: All attachments are one page unless noted above.

Midland North CCS
2.5 Miles North-Northwest of Intersection of US Highway 349 and Occidental Parkway | Midland County, TX
Terracon Project No. A4235100

Terracon
10400 State Highway 191
Midland, TX

Boring Log No. B-1

Location: See Exploration Plan

Latitude: 32.1038° Longitude: -102.0956°

Depth (Ft.) Elevation: 2851 (Ft.) +/-

Model Layer	Graphic Log		Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**CLAYEY GRAVEL WITH SAND (GC)**, dark brown, very dense				6-36-50/2"	11.0	33-15-18	19
		2.0 2849							
2		**SILTY CLAYEY SAND WITH GRAVEL, locally called caliche (SC-SM)**, dark brown to tannish white, very dense	5			50/5"			
						50/3"			
						29-50/2"			
			10			50/2"	1.2	25-18-7	
						50/4"			
			15						
						50/2"			
			20						
		24.0 2827				50/3"			
		Boring Terminated at 24 Feet							

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No groundwater encountered while drilling

Dry at the completion of drilling

Drill Rig
CME-75

Hammer Type
Automatic

Driller
Antonio

Logged by
Eddie S.

Boring Started
06-09-2023

Boring Completed
06-09-2023

Notes
Elevation Reference: Elevation information obtained from Google Earth

Advancement Method
Air rotary

Abandonment Method
Boring backfilled with auger cuttings upon completion.

Midland North CCS
2.5 Miles North-Northwest of Intersection of US Highway 349 and Occidental Parkway | Midland County, TX
Terracon Project No. A4235100

Terracon
10400 State Highway 191
Midland, TX

Boring Log No. B-2

Location: See Exploration Plan

Latitude: 32.1031° Longitude: -102.0957°

Depth (Ft.) Elevation: 2850 (Ft.) +/-

Model Layer	Graphic Log	Depth (Ft.)	Water Level Observations	Sample Type	Field Test Results	Water Content (%)	Atterberg Limits LL-PL-PI	Percent Fines
1		**CLAYEY GRAVEL WITH SAND (GC)**, dark brown, very dense			13-28-50/3"			
		2.0 2848						
2		**SILTY CLAYEY SAND WITH GRAVEL, locally called caliche (SC-SM)**, dark brown to tannish white, very dense			50/4"			
					50/3"			
		5			50/4"			
					50/2"			
		10						
					50/3"			
		15						
					50/2"	1.3	25-18-7	
		20						
		24.0 2826			50/2"			
		Boring Terminated at 24 Feet						

See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (If any).

See Supporting Information for explanation of symbols and abbreviations.

Water Level Observations
No groundwater encountered while drilling

Dry at the completion of drilling

Drill Rig
CME-75

Hammer Type
Automatic

Driller
Antonio

Logged by
Eddie S.

Boring Started
06-09-2023

Boring Completed
06-09-2023

Notes
Elevation Reference: Elevation information obtained from Google Earth

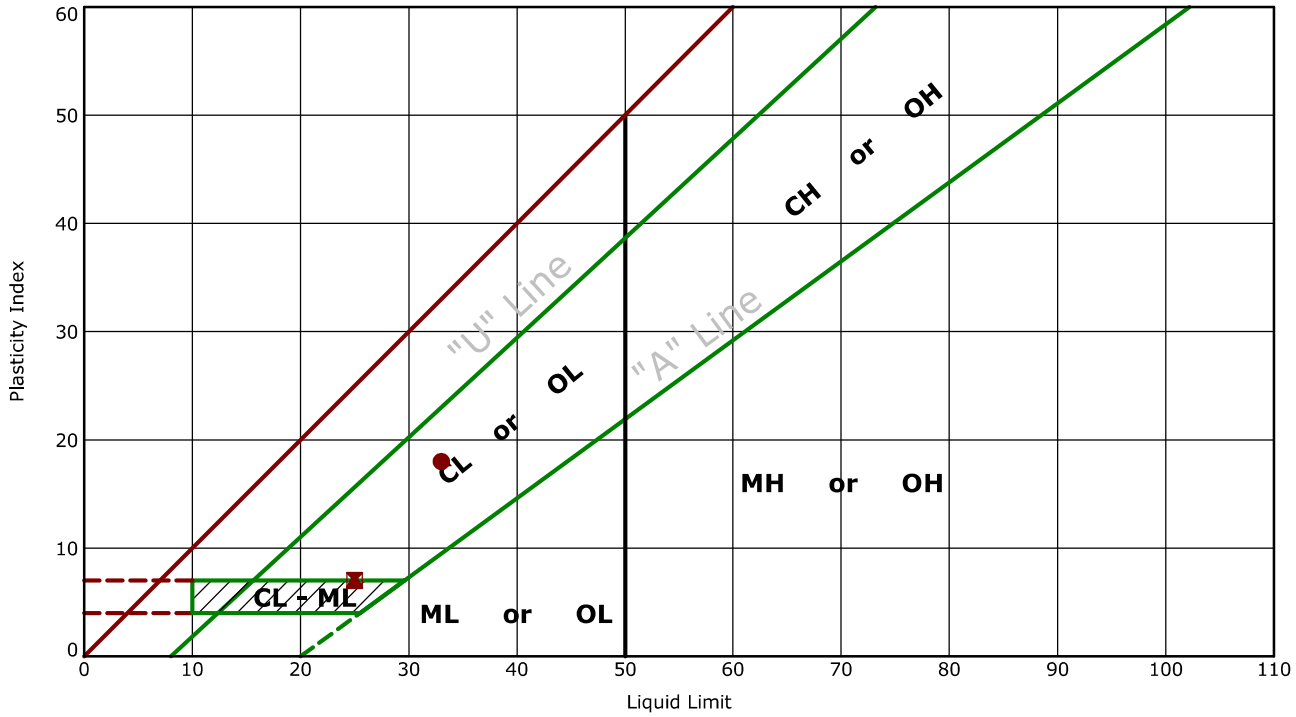
Advancement Method
Air rotary

Abandonment Method
Boring backfilled with auger cuttings upon completion.

10400 State Highway 191
Midland, TX

Atterberg Limit Results

ASTM D4318



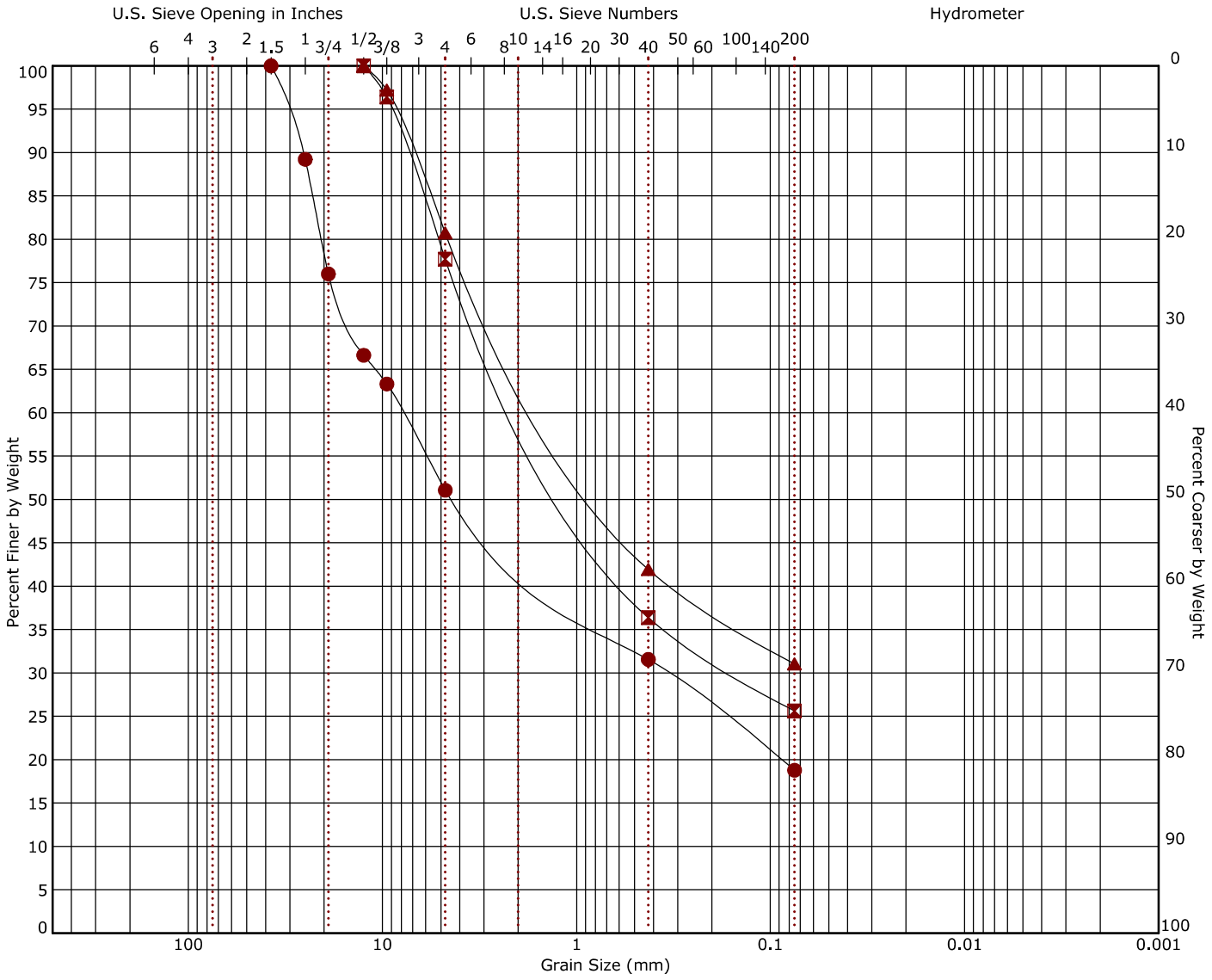
	Boring ID	Depth (Ft)	LL	PL	PI	Fines	USCS	Description
●	B-1	0 - 1.2	33	15	18	18.8	GC	CLAYEY GRAVEL with SAND
⊠	B-1	8.5 - 8.7	25	18	7		SC-SM	SILTY, CLAYEY SAND with GRAVEL
▲	B-2	18.5 - 18.7	25	18	7		SC-SM	SILTY, CLAYEY SAND with GRAVEL

Laboratory tests are not valid if separated from original report.
Facilities | Environmental | Geotechnical | Materials

Terracon
10400 State Highway 191
Midland, TX

Grain Size Distribution

ASTM D422 / ASTM C136



Cobbles	Gravel		Sand			Silt or Clay
	coarse	fine	coarse	medium	fine	

Boring ID		Depth (Ft)	Description		LL	PL	PI	Cc	Cu
●	B-1	0 - 1.2	CLAYEY GRAVEL with SAND		33	15	18		
⊠	B-1	8.5 - 8.7	SILTY, CLAYEY SAND with GRAVEL		25	18	7		
▲	B-2	18.5 - 18.7	SILTY, CLAYEY SAND with GRAVEL		25	18	7		

Boring ID		Depth (Ft)	D_{100}	D_{60}	D_{30}	D_{10}	%Cobbles	%Gravel	%Sand	%Fines	%Silt	%Clay
●	B-1	0 - 1.2	37.5	7.874	0.344		0.0	48.9	32.3	18.8		
⊠	B-1	8.5 - 8.7	12.5	1.688	0.152		0.0	22.3	52.1			
▲	B-2	18.5 - 18.7	12.5	1.308			0.0	19.3	49.7			

Laboratory tests are not valid if separated from original report.
Facilities | Environmental | Geotechnical | Materials

Supporting Information

Contents:

General Notes
Unified Soil Classification System

Note: All attachments are one page unless noted above.

Terracon
10400 State Highway 191
Midland, TX

General Notes

Sampling	Water Level	Field Tests
Standard Penetration Test	Water Initially Encountered Water Level After a Specified Period of Time Water Level After a Specified Period of Time Cave In Encountered Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

Descriptive Soil Classification

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

Location And Elevation Notes

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

Strength Terms

Relative Density of Coarse-Grained Soils
(More than 50% retained on No. 200 sieve.)
Density determined by Standard Penetration Resistance

Relative Density	Standard Penetration or N-Value (Blows/Ft.)
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 50
Very Dense	> 50

Consistency of Fine-Grained Soils
(50% or more passing the No. 200 sieve.)
Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance

Consistency	Unconfined Compressive Strength Qu (tsf)	Standard Penetration or N-Value (Blows/Ft.)
Very Soft	less than 0.25	0 - 1
Soft	0.25 to 0.50	2 - 4
Medium Stiff	0.50 to 1.00	4 - 8
Stiff	1.00 to 2.00	8 - 15
Very Stiff	2.00 to 4.00	15 - 30
Hard	> 4.00	> 30

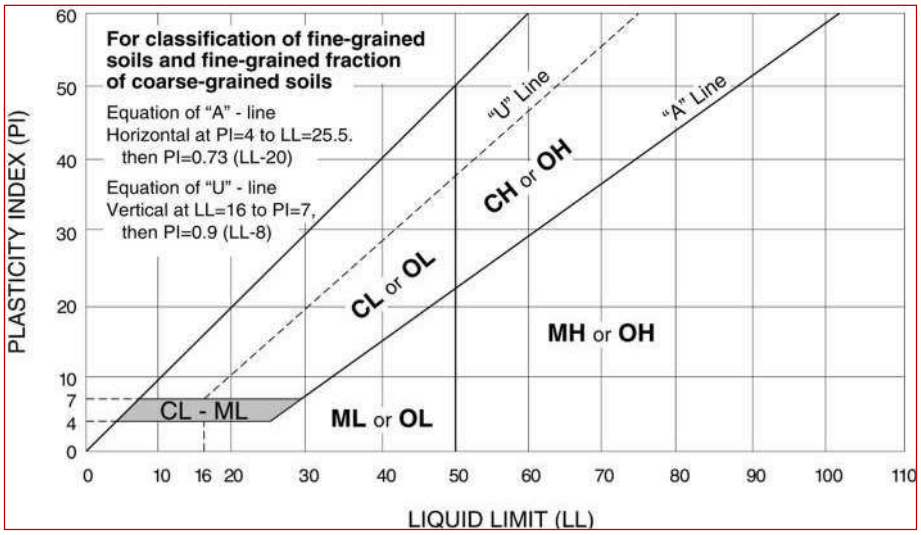
Relevance of Exploration and Laboratory Test Results

Exploration/field results and/or laboratory test data contained within this document are intended for application to the project as described in this document. Use of such exploration/field results and/or laboratory test data should not be used independently of this document.

Unified Soil Classification System

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests [A]				Soil Classification	
				Group Symbol	Group Name [B]
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	**Gravels:** More than 50% of coarse fraction retained on No. 4 sieve	**Clean Gravels:** Less than 5% fines [C]	Cu≥4 and 1≤Cc≤3 [E]	GW	Well-graded gravel [F]
			Cu<4 and/or [Cc<1 or Cc>3.0] [E]	GP	Poorly graded gravel [F]
		Gravels with Fines: More than 12% fines [C]	Fines classify as ML or MH	GM	Silty gravel [F, G, H]
			Fines classify as CL or CH	GC	Clayey gravel [F, G, H]
	Sands: 50% or more of coarse fraction passes No. 4 sieve	**Clean Sands:** Less than 5% fines [D]	Cu≥6 and 1≤Cc≤3 [E]	SW	Well-graded sand [I]
			Cu<6 and/or [Cc<1 or Cc>3.0] [E]	SP	Poorly graded sand [I]
		Sands with Fines: More than 12% fines [D]	Fines classify as ML or MH	SM	Silty sand [G, H, I]
			Fines classify as CL or CH	SC	Clayey sand [G, H, I]
Fine-Grained Soils: 50% or more passes the No. 200 sieve	**Silts and Clays:** Liquid limit less than 50	**Inorganic:**	PI > 7 and plots above "A" line [J]	CL	Lean clay [K, L, M]
			PI < 4 or plots below "A" line [J]	ML	Silt [K, L, M]
		Organic:	$\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$	OL	Organic clay [K, L, M, N]
					Organic silt [K, L, M, O]
	Silts and Clays: Liquid limit 50 or more	**Inorganic:**	PI plots on or above "A" line	CH	Fat clay [K, L, M]
			PI plots below "A" line	MH	Elastic silt [K, L, M]
		Organic:	$\frac{LL\ oven\ dried}{LL\ not\ dried} < 0.75$	OH	Organic clay [K, L, M, P]
					Organic silt [K, L, M, Q]
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

[A] Based on the material passing the 3-inch (75-mm) sieve.
[B] If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
[C] Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
[D] Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.
[E] $Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$
[F] If soil contains ≥ 15% sand, add "with sand" to group name.
[G] If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.
[H] If fines are organic, add "with organic fines" to group name.
[I] If soil contains ≥ 15% gravel, add "with gravel" to group name.
[J] If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
[K] If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
[L] If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
[M] If soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
[N] PI ≥ 4 and plots on or above "A" line.
[O] PI < 4 or plots below "A" line.
[P] PI plots on or above "A" line.
[Q] PI plots below "A" line.



DOCUMENT 00 42 00 - PROPOSAL FORM



Date: March 27th, 2024

City of Midland
300 North Loraine Street
Midland, Texas 79701

City Secretary:

03/22/2024

The undersigned, having carefully examined the Specifications, Drawings, and related documents entitled:

WEST AND NORTH CITIZENS' COLLECTION STATIONS
MIDLAND, TEXAS

all as prepared by Parkhill 1700 West Wall Street, Suite 100, Midland, Texas 79701; 432.697.1447, as well as having attended a pre-proposal conference and made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the Work, proposes to furnish all materials, labor, and equipment necessary to complete the Work in accordance with said documents, of which this bid is a part, for the following price(s):

NORTH SITE

Item No.	Description	Unit	Estimated Quantity	Proposal Unit Price	Proposal Amount
	MISCELLANEOUS ITEMS				
OP1-01	Mobilization (5% Maximum)	LS	1	$204,000.00	$ 204,000.00
Proposal amount for OP1-01: Two hundred four thousand *dollars and* Zero *cents*					
OP1-02	Electrical Site Work	LS	1	$149,160.00	$ 149,160.00
Proposal amount for OP1-02: One hundred forty-nine thousand one hundred sixty *dollars and* Zero *cents*					
OP1-03	Erosion/Sediment Control	LS	1	$9,000.00	$ 9,000.00
Proposal amount for OP1-03: Nine thousand *dollars and* Zero *cents*					
OP1-04	Traffic Control	LS	1	$10,000.00	$ 10,000.00
Proposal amount for OP1-04: Ten thousand *dollars and* Zero *cents*					
OP1-05	Job Site Safety	LS	1	$8,250.00	$ 8,250.00
Proposal amount for OP1-05: Eight thousand two hundred fifty *dollars and* Zero *cents*					
Subtotal Miscellaneous Items: $ 380,410.00 Three hundred eighty thousand four hundred ten ***dollars and*** Zero ***cents***					

DEMOLITION ITEMS					
OP1-06	Unclassified Excavation	CY	4,340	$ 9.50	$ 41,230.00
Proposal amount for OP1-06: Forty-one thousand two hundred thirty *dollars and* _____ *cents*					
OP1-07	Removal & Disposal of Existing Buildings, Concrete, & Miscellaneous Appurtenances	LS	0	$ 0.00	$ 0.00
Proposal amount for OP1-07: Zero *dollars and* Zero *cents*					
OP1-08	Removal & Disposal of Existing Unclassified Pavement	SY	0	$ 0.00	$ 0.00
Proposal amount for OP1-08: Zero *dollars and* Zero *cents*					
OP1-09	Removal & Disposal of Existing Fencing, Gates, Barbed Wire, & Pipe Rail	LF	0	$ 0.00	$ 0.00
Proposal amount for OP1-09: Zero *dollars and* _____ *cents*					
OP1-10	Removal & Disposal of Existing Stockpile	LS	0	$ 0.00	$ 0.00
Proposal amount for OP1-10: Zero *dollars and* Zero *cents*					
OP1-11	Removal & Disposal of Existing Overhead Electric Line & Poles	LF	0	$ 0.00	$ 0.00
Proposal amount for OP1-11: Zero *dollars and* Zero *cents*					
Subtotal Demolition Items: $ 41,230.00 Forty-one thousand two hundred thirty ***dollars and*** Zero ***cents***					
WATER ITEMS					
OP1-12	2" Schedule 80, PVC, Water Line	LF	1,050	$ 54.00	$ 56,700.00
Proposal amount for OP1-12: Fifty-six thousand seven hundred *dollars and* zero *cents*					
OP1-13	Open Trenching of Water Line	LF	1,050	$ 30.00	$ 31,500.00
Proposal amount for OP1-13: Thirty-one thousand five hundred *dollars and* zero *cents*					
OP1-14	Water Well	EA	0	$ 0.00	$ 0.00
Proposal amount for OP1-13: Zero *dollars and* zero *cents*					
Subtotal Water Items: $ 88,200.00 Eighty-eight thousand two hundred ***dollars and*** zero ***cents***					

WASTERWATER ITEMS					
OP1-15	4" SDR 35, ASTM D3034, PS46, PVC	LF	110	$ 60.00	$ 6,600.00
Proposal amount for OP1-15: Six thousand six hundred *dollars and* zero *cents*					
OP1-16	Open Trenching of Wastewater Line	LF	110	$ 54.00	$ 5,940.00
Proposal amount for OP1-16: Five thousand nine hundred forty *dollars and* zero *cents*					
OP1-17	Septic Tank	EA	1	$102,667.20	$ 102,667.20
Proposal amount for OP1-17: One hundred and two thousand six hundred and sixty seven *dollars and* twenty *cents*					
Subtotal Wastewater Items: $ 115,207.20 One hundred fifteen thousand two hundred seven ***dollars and*** twenty ***cents***					
STRUCTURAL ITEMS					
OP1-18	6.5' Concrete Retaining Wall	CY	620	$ 869.40	$ 539,028.00
Proposal amount for OP1-18: Five hundred thirty-nine thousand twenty-eight *dollars and* zero *cents*					
OP1-19	6' Chain-Link Fence	LF	1,680	$ 32.92	$ 55,305.60
Proposal amount for OP1-19: Fifty-five thousand three hundred five *dollars and* sixty *cents*					
OP1-20	20' Entrance Gate	EA	1	$ 15,270.00	$15,270.00
Proposal amount for OP1-20: Fifteen thousand two hundred seventy *dollars and* zero *cents*					
OP1-21	24' Exit Gate	EA	1	$3,870.00	$ 3,870.00
Proposal amount for OP1-21: Three thousand eight hundred seventy *dollars and* zero *cents*					
OP1-22	Steel Rail	LF	940	$ 230.00	$ 216,200.00
Proposal amount for OP1-22: Two hundred sixteen thousand two hundred *dollars and* zero *cents*					
OP1-23	40' x 60' Metal Building	LS	1	$ 940,804.00	$ 940,804.00
Proposal amount for OP1-23: Nine hundred forty thousand eight hundred four *dollars and* zero *cents*					
Subtotal Structural Items: $ 1,770,477.60 One million seven hundred seventy thousand four hundred seventy-seven ***dollars and*** sixty ***cents***					
PAVING ITEMS					
OP1-24	Subgrade Preparation (Depth ≤12")	SY	15,900	$ 6.50	$ 103,350.00
Proposal amount for OP1-24: One hundred three thousand three hundred fifty *dollars and* zero *cents*					

OP1-25	Unclassified Embankment (Density Controlled)	CY	8,340	$ 27.50	$ 229,350.00
Proposal amount for OP1-25: Two hundred twenty-nine thousand three hundred fifty *dollars and* zero *cents*					
OP1-26	8" Reinforced Concrete Pavement	SY	7,140	$ 113.10	$ 807,534.00
Proposal amount for OP1-26: Eight hundred seven thousand five hundred thirty-four *dollars and* zero *cents*					
OP1-27	3" Type B HMAC Asphalt Pavement Surface Course (110 LBS/SY @ 1" Thick)	SY	8,760	$ 28.80	$ 252,288.00
Proposal amount for OP1-27: Two hundred fifty-two thousand two hundred eighty-eight *dollars and* zero *cents*					
OP1-28	9" Base Course Pavement	SY	8,760	$ 17.52	$ 153,475.20
Proposal amount for OP1-28: One hundred fifty-three thousand four hundred seventy-five *dollars and* twenty *cents*					
OP1-29	6" Base Course Pavement	SY	7,140	$ 13.26	$ 94,676.40
Proposal amount for OP1-29: Ninety-four thousand six hundred seventy-six *dollars and* forty *cents*					
OP1-39	Bituminous Prime Coat (MC-30, 0.20 GAL/SY)	GAL	1,760	$ 5.79	$ 10,190.40
Proposal amount for OP1-30: Ten thousand one hundred ninety *dollars and* forty *cents*					
OP1-31	Concrete Curb and Gutter	LF	410	$ 30.00	$ 12,300.00
Proposal amount for OP1-31: Twelve thousand three hundred *dollars and* zero *cents*					
OP1-31a	Sidewalk at building, including curb ramps	SF	1,750	$ 14.55	$ 25,462.50
Proposal amount for OP1-31a: Twenty-five thousand four hundred sixty-two *dollars and* fifty *cents*					
Subtotal Paving Items: $ 1,688,444.58 One million six hundred and eighty eight thousand four hundred and forty four ***dollars and*** fifty Eight ***cents***					
TRAFFIC ITEMS					
OP1-32	Pavement Markings and Striping	LS	1	$ 960.00	$960.00
Proposal amount for OP1-32: Nine hundred sixty *dollars and* zero *cents*					
OP1-33	Traffic Signage	EA	33	$ 600.00	$ 19,800.00
Proposal amount for OP1-33: Twenty thousand seven hundred sixty *dollars and* zero *cents*					
Subtotal Traffic Items: $ 20,760.00 Twenty thousand seven hundred sixty ***dollars and*** zero ***cents***					

Proposal amount Grand Total: $ four million one hundred four thousand nine hundred eleven ***dollars and*** thirty ***cents***

WEST SITE

Item No.	Description	Unit	Estimated Quantity	Proposal Unit Price	Proposal Amount
	MISCELLANEOUS ITEMS				
OP2-01	Mobilization (5% Maximum)	LS	1	$180,000.00	$180,000.00
Proposal amount for ~~OP1-01~~ OP2-01: One hundred eighty thousand *dollars and* zero *cents*					
OP2-02	Electrical Site Work	LS	1	$160,000.00	$160,000.00
Proposal amount for ~~OP1-02~~ OP2-02: One hundred sixty thousand *dollars and* zero *cents*					
OP2-03	Erosion/Sediment Control	LS	1	$9,000.00	$ 9,000.00
Proposal amount for ~~OP1-03~~ OP2-03: Nine thousand *dollars and* zero *cents*					
OP2-04	Traffic Control	LS	1	$ 00.00	$ 00.00
Proposal amount for ~~OP1-04~~ OP2-04: Zero *dollars and* zero *cents*					
OP2-05	Job Site Safety	LS	1	$ 4,950.00	$4,950.00
Proposal amount for ~~OP1-05~~ OP2-05: Four thousand nine hundred fifty *dollars and* zero *cents*					
Subtotal Miscellaneous Items: $ 353,950.00 Three hundred fifty-three thousand nine hundred fifty ***dollars and*** zero ***cents***					
	DEMOLITION ITEMS				
OP2-06	Unclassified Excavation	CY	4,560	$ 9.50	$ 43,320.00
Proposal amount for ~~OP1-06~~ OP2-06: Forty-three thousand three hundred twenty *dollars and* zero *cents*					
OP2-07	Removal & Disposal of Existing Buildings, Concrete, & Miscellaneous Appurtenances	LS	1	$50,000.00	$ 50,000.00
Proposal amount for ~~OP1-07~~ OP2-07: Fifty thousand *dollars and* zero *cents*					
OP2-08	Removal & Disposal of Existing Unclassified Pavement	SY	2,870	$ 3.00	$ 8,610.00
Proposal amount for ~~OP1-08~~ OP2-08: Eight thousand six hundred ten *dollars and* zero *cents*					
OP2-09	Removal & Disposal of Existing Fencing, Gates, Barbed Wire, & Pipe Rail	LF	1,550	$ 10.00	$ 15,500.00

Proposal amount for ~~OP1-09~~ OP2-09: Fifteen thousand five hundred *dollars and* zero *cents*					
OP2-10	Removal & Disposal of Existing Stockpile	LS	1	$ 25,000.00	$ 25,000.00
Proposal amount for ~~OP1-10~~ OP2-10: Twenty-five thousand *dollars and* zero *cents*					
OP2-11	Removal & Disposal of Existing Overhead Electric Line & Poles	LF	550	$ 8.30	$ 4,565.00
Proposal amount for ~~OP1-11~~ OP2-11: Four thousand five hundred sixty-five *dollars and* zero *cents*					
Subtotal Demolition Items: $ 144,871.20 one hundred and forty four thousand eight hundred and seventy one ***dollars and*** Twenty ***cents***					
WATER ITEMS					
OP2-12	2" Schedule 80, PVC, Water Line	LF	760	$ 54.00	$ 41,040.00
Proposal amount for ~~OP1-12~~ OP2-12: Forty-one thousand forty *dollars and* zero *cents*					
OP2-13	Open Trenching of Water Line	LF	760	$ 30.00	$ 22,800.00
Proposal amount for ~~OP1-13~~ OP2-13: Twenty-two thousand eight hundred *dollars and* zero *cents*					
OP2-14	Water Well	EA	1	$ 18,000.00	$ 18,000.00
Proposal amount for ~~OP1-13~~ OP2-14: Eighteen thousand *dollars and* zero *cents*					
Subtotal Water Items: $ 81,840.00 Eighty-one thousand eight hundred forty ***dollars and*** zero ***cents***					
WASTEWATER ITEMS					
OP2-15	4" SDR 35, ASTM D3034, PS46, PVC	LF	100	$60.00	$ 6,000.00
Proposal amount for ~~OP1-15~~ OP2-15: Six thousand *dollars and* zero *cents*					
OP2-16	Open Trenching of Wastewater Line	LF	100	$ 54.00	$ 5,400.00
Proposal amount for ~~OP1-16~~ OP2-16: Five thousand four hundred *dollars and* zero *cents*					
OP2-17	Septic Tank	EA	1	$57,620.40	$ 57,620.40
Proposal amount for ~~OP1-17~~ OP2-17: Fifty-seven thousand six hundred twenty *dollars and* forty *cents*					
Subtotal Wastewater Items: $ 69,202.40 Sixty nine thousand Two hundred and Two ***dollars and*** forty ***cents***					
STRUCTURAL ITEMS					

OP2-18	6.5' Concrete Retaining Wall	CY	620	$ 869.40	$ 539,028.00
Proposal amount for ~~OP1-18~~ OP2-18: Five hundred thirty-nine thousand twenty-eight *dollars and* zero *cents*					
OP2-19	6' Chain-Link Fence	LF	880	$ 32.57	$ 28,661.60
Proposal amount for ~~OP1-19~~ OP2-19: Twenty-eight thousand six hundred sixty-one *dollars and* sixty *cents*					
OP2-20	20' Entrance Gate	EA	1	$ 15,270.00	$15,270.00
Proposal amount for ~~OP1-20~~ OP2-20: Fifteen thousand two hundred seventy *dollars and* zero *cents*					
OP2-21	24' Exit Gate	EA	1	$3,870.00	$ 3,870.00
Proposal amount for ~~OP1-21~~ OP2-21: Three thousand eight hundred seventy *dollars and* zero *cents*					
OP2-22	Steel Rail	LF	940	$ 230.00	$ 216,200.00
Proposal amount for ~~OP1-22~~ OP2-22: Two hundred sixteen thousand two hundred *dollars and* zero *cents*					
OP2-23	40' x 60' Metal Building	LS	1	$940,804.00	$940,804.00
Proposal amount for ~~OP1-23~~ OP2-01: Nine hundred forty thousand eight hundred four *dollars and* zero *cents*					
Subtotal Structural Items: $ 1,743,831.00 one million seven hundred forty-three thousand eight hundred thirty- one ***dollars and*** sixty ***cents***					
PAVING ITEMS					
OP2-24	Subgrade Preparation (Depth ≤12")	SY	9,380	$ 6.50	$ 60,970.00
Proposal amount for ~~OP1-24~~ OP2-24: Sixty thousand nine hundred seventy *dollars and* zero *cents*					
OP2-25	Unclassified Embankment (Density Controlled)	CY	4,550	$ 27.50	$ 125,125.00
Proposal amount for ~~OP1-25~~ OP2-25: One hundred twenty-five thousand one hundred twenty-five *dollars and* zero *cents*					
OP2-26	8" Reinforced Concrete Pavement	SY	7,140	$ 113.10	$ 807,534.00
Proposal amount for ~~OP1-26~~ OP2-26: Eight hundred seven thousand five hundred thirty-four *dollars and* zero *cents*					
OP2-27	3" Type B HMAC Asphalt Pavement Surface Course (110 LBS/SY @ 1" Thick)	SY	2,240	$ 30.42	$ 68,140.80
Proposal amount for ~~OP1-27~~ OP2-27: Sixty-eight thousand one hundred forty *dollars and* eighty *cents*					
OP2-28	9" Base Course Pavement	SY	2,240	$ 25.48	$ 57,075.20
Proposal amount for ~~OP1-28~~ OP2-28: Fifty-seven thousand seventy-five *dollars and* twenty *cents*					
OP2-29	6" Base Course Pavement	SY	7,140	$ 13.26	$94,676.40

Proposal amount for ~~OP1-29~~ OP2-29: Ninety-four thousand six hundred seventy-six *dollars and* forty *cents*					
OP2-39	Bituminous Prime Coat (MC-30, 0.20 GAL/SY)	GAL	450	$ 5.79	$ 2,605.50
Proposal amount for ~~OP1-30~~ OP2-30: Two thousand six hundred five *dollars and* fifty *cents*					
OP2-31	Concrete Curb and Gutter	LF	410	$ 30.00	$ 12,300.00
Proposal amount for ~~OP1-31~~ OP2-31: Twelve thousand three hundred *dollars and* zero *cents*					
OP2-31a	Sidewalk at building, including curb ramps	SF	1,750	$ 14.55	$ 25,462.50
Proposal amount for OP2-31a: Twenty-five thousand four hundred sixty-two *dollars and* fifty *cents*					
Subtotal Paving Items: $ 1,253,706.38 One million two hundred and fifty three thousand seven hundred and six ***dollars and*** thirty eight ***cents***					
TRAFFIC ITEMS					
OP2-32	Pavement Markings and Striping	LS	1	$ 960.00	$ 960.00
Proposal amount for ~~OP1-32~~ OP2-32: Nine hundred sixty *dollars and* zero *cents*					
OP2-33	Traffic Signage	EA	33	$ 600.00	$ 19,800.00
Proposal amount for ~~OP1-33~~ OP2-33: Nineteen thousand eight hundred *dollars and* zero *cents*					
Subtotal Traffic Items: $ 20,760.00 Twenty thousand seven hundred sixty ***dollars and*** zero ***cents***					
Proposal amount Grand Total: $ 3,667,979.31 Three Million six hundred and sixty seven thousand seven thousand nine hundred and seventy nine ***dollars and*** thirty one ***cents***					
Additive Alternate					
AA-01	Deduct Asphalt Quantity from Proposal Item OP-27	SY	-2,530 SY		
AA-02	Reinforced Concrete Pavement Acceleration and Deceleration Lanes	SY	2,530 SY		

(**Note:** All amounts shall be shown in both Proposal unit price and Proposal amount. In case of discrepancy between the unit price and the amount, unit price multiplied by quantity will govern. For alternates, check whether it is an add, deduct, or no change.)

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 330 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

To the extent that Proposer is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Proposer 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.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

PLEASE SEE ATTACHED BID BOND.
(5% Of Proposal Grand Total Amount) dollars

and _____ cents total. ($_____)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

The undersigned acknowledges receipt of 2 addenda to the Drawings and Project Manual as follows:

No. 1 Date 03/08/2024	No. Date	No. Date
No. 2 Date 03/26/2024	No. Date	No. Date

(The Proposer is to fill in I.D. Number and date of each thereby acknowledging receipt of Addenda).

If notified of the acceptance of this bid within 30 days of the time set for the opening of proposals, Proposer agrees within 10 days of notification, to execute a contract in the form the Owner provided for the above Work, for the above stated compensation.

PROPOSAL SECURITY, as defined in the Request For Proposals and Instructions to Proposers, which the Undersigned agrees to disposition of, is attached to this Proposal.

Upon acceptance of this Proposal by Owner, Contractor shall furnish, at the time of the signing of the contract, a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Price. Surety shall meet requirements specified in the Owner/Contractor Agreement.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive all formalities in accordance with State law.

ATTACHMENTS

In accordance with Instructions to Proposers, complete the attached forms and submit with the Proposal Form.

Respectfully Submitted,

By: Michael Iaquaniello

Title: Vice President

Business Address with Zip Code

(SEAL: If Proposal is by Corporation)

Onyx General Contractors, LLC

1010 South FM 1788

Midland, Texas 79706

Telephone Number with Area Code 432-561-8900

Fill in the applicable information:

A Corporation, chartered in the State of Texas.

Authorized to do business in the State of Texas.

A Partnership, composed of _____, and

_____ and _____.

An Individual operating under the name of _____

_____.

Corporate Seal:

END PROPOSAL FORM

DOCUMENT 00 43 00 - PROCUREMENT FORM SUPPLEMENTS

To: City of Midland

Project: West and North Citizens' Collection Stations

Date: 03/27/2024

Submitted by: (full name) Michael Iaquaniello

(full address) 1010 S. FM 1788

Midland, Texas 79706

In accordance with Instructions to Proposers and the - Proposal Form, we include the following Appendices listed below. The information provided shall be considered an integral part of the Proposal Form.
The following Appendices are attached to this document:

Appendix A - List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

PROPOSAL FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

Onyx General Contractors LLC
(Proposer - print the full name of your firm)

was hereunto affixed in the presence of:

Vice President
(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

(Seal)

APPENDIX A - LIST OF SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

Herewith is the list of subcontractors and major material suppliers referenced in the proposal submitted by:

Proposer) Onyx General Contractors, LLC.

To (Owner) City of Midland

Dated 03/27/2024 and which is an integral part of the Proposal Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT/MATERIAL SUPPLIER	NAME
Water & Wastewater Items	Entrench Contractors
Paving	Williams Paving
Concrete	Williams Paving, JG Concrete
Electrical	Freedoms / Onyx
Mechanical	WTR
Pre-Engineered Building Supplier	Rigid Buildings / Alliance
Fencing	Premier Fencing / Others

(Provide additional pages as needed to list all subcontractors.)

SECTION 00 80 10 – OWNER DOCUMENTS

PART 1 - GENERAL

1.1 APPLICABLE DOCUMENT

A. Owner provided documents are as indicated below and that follows this Section.

1. A Message for Our Vendors.
2. Bid Notice.
3. Instructions and Information for Bidders.
4. Notice to Bidders.
5. Affidavit of Eligibility.
6. Bid Bond.
7. Contract.
8. Performance Bond.
9. Payment Bond.
10. Certificate of Payment.
11. General conditions and Provisions.
12. Conflict of Interest Reporting Requirements.
13. Conflict of Interest Questionnaire.
14. Special Provisions.
15. Appendix A – List of Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used

END OF SECTION

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.

Strategic Goals

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 Community as a Premier Destination for Retail and Entertainment: Offer unique, 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 Strategically Plan and Monitor City Growth: Develop proactive responses to growth rates and trends.
   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.

BID NOTICE

ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:

USPS Mailing Address:		***Physical Address for mail carriers other than USPS:***
City of Midland, Texas		**City of Midland, Texas**
Attn: City Secretary's Office	**OR**	**Attn: City Secretary's Office**
P O Box 1152		**300 North Loraine St, Suite 330**
Midland, TX 79702		**Midland, TX 79701**

If bid packets are delivered in person, then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 20th day of March, 2024, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than March 20, 2024, at 2:00 p.m. 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.**

ATTENTION: The public bid opening will be in the City Council Meeting Chambers.

The Proposed Work provides for the furnishing of materials and labor for West and North Citizens' Collection Stations together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, February 28, 2024, in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

Erika Martinez
emunoz@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is 5:00 p.m. on Tuesday, March13, 2024. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

"FAX" or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland".

ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

WAIVER OF ATTORNEY FEES

BY SUBMITTING A BID, BIDDER AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE BIDDER SPECIFICALLY AGREES THAT IF THE BIDDER 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, THE BIDDER AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH BIDDER MIGHT OTHERWISE BE ENTITLED.

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

THE BIDDER AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

WAIVER

BIDDER'S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

City of Midland

Marcia Bentley-German
City Secretary

Form Revised May 2023

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated February 08, 2024, and numbered as shown in Appendix A of 00 80 00 "Owner Documents." These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received at the proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the person(s) duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark shows evidence that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts 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, and 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.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder. No questions may be received after date the time stated in Bid Notice. No questions may be received after date and time stated in Bid Notice.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest

responsible bidder/proposer, or to the bidder/proposer 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. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared based on the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance 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 Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City, in writing, which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the

Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised May 2023

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR 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/CONTRACTOR 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/CONTRACTOR 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.

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: ONYX GENERAL CONTRACTORS, LLC

Local Address (must be within the City limits): 1010 S. FM 1788 Midland, Texas 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? 60+
3. Year your business was established in the City of Midland: 2000
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):
   ONYX GENERAL CONTRACTORS, LLC
   PO Box 60547
   Midland, Texas 79711
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: 03/27/2024

Printed Name and Title: Michael Iaquariello - Vice President

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT_____

(Hereinafter called the Principal), as Principal, 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 submitted a Bid or Proposal to enter into a certain written contract for the construction of _____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

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 May 2023

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 28th day of August, 2024, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and ONYX GENERAL CONTRACTORS, LLC. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: WEST CITIZEN'S COLLECTION STATION together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 330 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $3,670,288.40.

INSURANCE

Contractor 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 an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor 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 insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR 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 AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

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. 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. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

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

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor 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 Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor 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 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.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of ONYX GENERAL CONTRACTORS, LLC., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an 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 _____ day of _____, 20_____

_____
Notary Public

Form Revised December 2023

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 May 2023

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 May 2023

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

_____

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised May 2023

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner (Parkhill) supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is the Contractor's responsibility and duty to verify all quantities and materials prior to bidding, bringing any discrepancy to Engineer's attention for resolution in Addenda. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to

Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. 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 City or the City'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.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or

subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details 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 and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor 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 an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor 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 the City as an additional insured and waive subrogation in favor of the City.

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

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

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, 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 THE CONTRACTOR, 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 CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'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 THE OWNER, THE OWNER'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 THE CONTRACTOR OR THE CONTRACTOR'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 CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER 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, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER 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 THE CONTRACTOR 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 THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor 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 respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract 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. Contractor 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. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, 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.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner’s representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

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

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. 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. 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. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The 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.

61. 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, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, 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 and 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 Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor 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 Contractor that Contractor'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, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor'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. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor 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 the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. 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 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.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

65. OTHER FEDERAL REQUIREMENTS

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.

Updated May 2023

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 _____ August 27, 2024

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.

Andrew Terry, P.E.

5301 San Antonio Ave., Midland, Texas 79707, 325-450-1896 andrewterry11@gmail.com

EDUCATION

Texas Tech University, Lubbock, Texas — Dec. 2014

- Master of Science in Civil Engineering
- Structural Specialization

Angelo State University, San Angelo, Texas — May 2012

- Bachelor of Science – Applied Physics
- Minor - Mathematics

PROFESSIONAL ENGINEER

- Licensed professional engineer in the State of Texas

WORK EXPERIENCE

Onyx Contractors – Project Manager/Engineer (Midland, TX) — June 2018 - Present

- Manage projects from start to finish including but not limited to: subcontracts, change orders, submittals, RFI's, etc
- Conversion of accepted proposals into properly completed jobs, according to specifications, within budget, and on time.
- Assist with cost estimating and quantity take-off

HMT Engineering & Surveying – E.I.T (New Braunfels, TX) — August 2017 – May 2018

- Land development engineering: residential subdivisions & commercial developments
- Detention/retention pond design, water quality design, drainage channel design, culvert design, drainage studies, municipal water/sewer design plans and cost estimating, road/paving design plans and cost estimating, bid documents and specifications

West Texas Engineering – E.I.T. (Lubbock, TX) — October 2014 – July 2017

- Land development engineering: commercial, multi-family residential
- Site plans, grading plans, site utility design, detention/retention pond design, municipal water/sewer plans and cost estimating, paving plans and cost estimating, drainage studies, traffic reports and control plans, storm water pollution prevention, FEMA floodplain determination, site investigation reports, permitting, construction inspection reports

Green Sand and Gravel (San Angelo, TX) — Sept. 2011 – Aug. 2014

- Educating customers on what aggregate types work best for various projects
- Job scheduling and cost estimating
- Volume calculations (e.g. house pads, roads, fill material)

SKILLS

- Experience with programs such as AutoCAD Civil 3D, HEC-RAS, Planswift, and Microsoft Office
- Sufficient mathematical skills (e.g. Calculus, Differential Equations, Linear Algebra)
- Knowledge of engineering theories, principles, and specifications
- Project management – construction scheduling, good communication skills, estimating
- Knowledge of construction practices

GILBERT PRIEGO

702 Devonian Dr

Midland, TX 79703

432-694-5065

EXPERIENCE

January 2014 – Present **Civil Superintendent** **Onyx Contractors**

- Manage and coordinate subcontractors and employees

Jobs completed include, but are not limited to the following:

- City of Midland Landfill Pit 4, Phase 1B
- City of Midland Medians for Quiet Zone
- City of Midland Cart Paths – Hogan Park
- City of Midland Landfill Pit 2
- City of Midland Citizens collection Center – Fast Track Project
- Construction of Ward Street Bridge
- New facility for CasedHole Solutions
- Warren Cat of Odessa New Engine shop

1997-2008 **Laredo Paving Inc., Big Spring, TX**

Managed and gave oversight to a crew of 20 employees, dealing effectively with individuals from various cultures and ethnic backgrounds.

Designed, developed, implemented and organized safety and orientated meetings for the last 11 years in the areas of company policies, procedures, techniques, equipment and supplies related to construction and safety operation.

Supervised operational effectiveness by structuring clean and safe environments that met with OSHA and MSHA standards.

Gave instruction on how to keep work areas, yards and storage facilities within the highest safety specifications for the good of all employees and departments.

Coordinated weekly, quarterly and annual sectional meetings and gatherings for the evaluation, programming, scheduling and conflict resolution of any safety task that included and was not limited to substance abuse and risk management.

Taking action in any situation that required discipline or correction that was required for keeping employees and company safe.

Continually instructed employees on the procedures for handling and resolving all work practices, to insure that everything was done according to company specifications.

Gave direct input to the development, construction, execution, and cost effectiveness of company projects with a focus on completion of jobs that had no safety deficiencies or accidents.

Taking into consideration proactive factors such as budget, timing and personal to complete all jobs within a timely matter.

EDUCATION

Bowie High School, El Paso, Texas

Class of 1985

Received instruction and new regulation updates from safey conferences in different cities of the United States, such as the following:

- MSHA Conference in Oklahoma City, Oklahoma
- Joseph A. Holmes Conference in San Antonio, Texas
- MSHA Conference in Carlsbad, New Mexico
- 2007 South Central Joint Mine Health and Safety Conference in Fort Worth, Texas

REFERENCES

Randy Haines – MSHA Inspector – Carlsbad, NM	505-887-6074
Joe D. Nicholas – MSHA Inspector – Carlsbad, NM	505-887-6074
Ramon Diaz – Engineering Safety Consultants – San Antonio, TX	806-548-3310
Michael Gutierrez – Key Energy Services, Midland, TX	432-296-0694

JOHN DARNELL

63 Lafayette Place

Midland, TX 79705

432-638-5618

john@onyxcontractors.com

EXPERIENCE

October 2004 – Present **Operations Manager** **Onyx Contractors, Midland, TX**

- Estimate and put bids together for all General Contracting work up to $5,000,000
- Work with clients for design builds
- Coordinate and run meetings between architects and project owner
- Set schedules from beginning to end for all projects
- Coordinate all subcontracts for work being done on projects

Jobs include but are not limited to the following

- Supervision of concrete on City of Midland 2007 Drainage Project
- City of Midland Lamesa Street SBG Project
- City of Midland Fuel Station
- 3000 SF Office Building
- Community National Bank located in Stanton, TX for Ryan Lovell, VP

Jan 2002 - Oct 2004 **Owner and President** **Mold Removal of Texas (MRT)**

- Estimating projects
- Ordering materials and equipment
- Payroll
- Invoicing
- QC on the projects

March 2000 – December 2001 **OSP Inspector** **Flur Fiber**

- Oversee of general contractors
- Daily reports
- Environmental inspection and reports

July 1985 – February 2000 Project Superintend Big D Equipment Co.

1994-2000 Project Superintend

- Installing materials to plans
- Making red lines changes to the drawings
- Field testing
- Reading the lab testing
- Increasing the production rate

1990-1994 Manager Bryan, Texas

- Sale of project
- Invoicing
- Payroll
- Order materials and inventory
- Accounts payable
- Safety meetings

1987-1990 Manager Elk City, OK

- Sale of project
- Invoicing
- Payroll
- Order materials and inventory
- Accounts payable
- Safety meetings

1985-1987 Supervisor

- Completion of projects on time
- Tracking of materials
- Guiding of man power
- Quintiles for billing

EDUCATION

Robert E. Lee High School

Class of 1984

REFERENCES

Gary L Saunders	Transportation Manager City of Midland	432-685-7280
Brent Sharp	DCP West Texas Manager	432-556-5774
Jim Rose	432-686-0086	

Taking action in any situation that required discipline or correction that was required for keeping employees and company safe.

Continually instructed employees on the procedures for handling and resolving all work practices, to insure that everything was done according to company specifications.

Gave direct input to the development, construction, execution, and cost effectiveness of company projects with a focus on completion of jobs that had no safety deficiencies or accidents.

Taking into consideration proactive factors such as budget, timing and personal to complete all jobs within a timely matter.

EDUCATION

Bowie High School, El Paso, Texas

Class of 1985

Received instruction and new regulation updates from safey conferences in different cities of the United States, such as the following:

- MSHA Conference in Oklahoma City, Oklahoma
- Joseph A. Holmes Conference in San Antonio, Texas
- MSHA Conference in Carlsbad, New Mexico
- 2007 South Central Joint Mine Health and Safety Conference in Fort Worth, Texas

REFERENCES

Randy Haines – MSHA Inspector – Carlsbad, NM	505-887-6074
Joe D. Nicholas – MSHA Inspector – Carlsbad, NM	505-887-6074
Ramon Diaz – Engineering Safety Consultants – San Antonio, TX	806-548-3310
Michael Gutierrez – Key Energy Services, Midland, TX	432-296-0694



Ibis Ley
3204 Pleasant
Odessa, TX 79764
(432) 978-9336
Ibisley75@gmail.com

SKILL SUMMARY

- Committed to achieving outstanding results by paying attention to detail, adhering to all safety standards, safety training, compliance with laws, regulations, company policies and meeting deadlines.
- Outstanding work ethics with superior ability to plan, organize motivate for precise and timely execution of tasks.
- Ability to train crew members to work safely and meet work requirements.
- Knowledgeable in Microsoft Word, Excel, PPT, and other programs and.
- Ability to effectively work well and alongside all peers, as well as client counterparts.
- Experience in supervising major construction projects, plant, and electrical shutdowns.
- Fluent Spanish/English (read and write)

EXPERIENCE

2020 - 2021 - Liberty Safety Training – Odessa, TX - (HSE Training Manager/Consultant)

- **Responsible for delivering top quality training programs to internal and external clients as well s being a resource for education with regards to general safety matters, evaluating programs, and case management/incident investigation.**
- **Conducting major construction audits and Safety meetings.**
- **Consulting and overseeing subcontractors on new construction projects, plant shutdowns and confines space pipeline tie-ins.**

2018 – 2020 – PTW Energy Services – Midland - (Safety Lead Advisor)

- **Support the HSE Manager and team with planning, coordinating, and implementing of effective HSE policies, guidelines, and procedures to ensure that the department objectives are met.**
- **Provide support to Project and Operation team in all aspects of safety, occupational health, safety, and environmental issues.**
- **Conduct Audits during new construction, maintenance, and on-going projects.**
- **Conduct major monthly meetings.**
- **Train all employees according to rules and regulations (Electrical Safety, NPFA 70E, Lock Out Tag Out, Confined Space, Excavation, PEC Safeland)**

2017 - 2018 – ParPal Construction – Midland, TX - (Safety Manager)

- **Responsible for reducing hazards and ensuring a safe working environment in a variety of industries.**
- **Conduct audits of work practices and processes for potential safety hazards and reports findings and recommendations to management.**
- **Develop and implement plans and objectives for the department in an effective and innovative fashion.**
- **Oversee and coordinate daily operations.**
- **Maintain compliance with external regulations and internal policies.**
- **Assess and report progress in meeting department objectives.**
- **See to department staffing needs (interviewing, hiring, new hire and ongoing training, annual evaluations, etc.)**
- **Participate in budget development and monitoring of expenses.**
- **Oversee events and conferences as needed.**

2015– 2017 Liberty Safety Training – Odessa, TX - (Safety Training Manager)

- **Powered Industrial Equipment Trainer (Forklifts, Aerial Lifts)**
- **Earth Moving Equipment Trainer (Compact Excavator, Mini Excavator, Backhoe Loader, Front End Loader, Skid Steer)**
- **PEC SAFELAND Instructor (Basic Orientation, H2S Clear, Basic Pipeline, MSTQ, Gold Shovel, OSHA 10/30**
- **Confined Space, Excavation, Rigger & Hand Signal Person, Trencher, Fire Watch, CPR**

2015 (Jan – August) Crossfire LLC - Midland, TX – (Area Manager)

- **Energy Transfer – Sweetie Peck - Odessa, TX (24" & 8" HDPE Line – Completed)**
- **Chevron – CMC Pipeline - Midland, TX (9 miles of 18" Steel - Completed)**
- **OXY Permian Basin Area – Midland, TX (Roustabout Services - Ongoing)**
- **Kinder Morgan – Nuevo Plant - Orla, TX (6" & 4" HDPE Line – Completed)**
  - Overseeing and directing construction projects from conception to completion.
  - Reviewing the project in-depth to schedule deliverables and estimate costs.
  - Overseeing all onsite and offsite constructions to monitor compliance with building and safety regulations.

2013 – 2015 Saulsbury Industries - Odessa, TX – (HSE Manager)

- **DCP - Zia II Plant, Hobbs, NM (200 Million Cryo Gas Plant)**
- **Regency - MI Vida, Barstow, TX (200 Million Cryo Gas Plant)**
- **EL Paso Electric - Power Plant / El Paso, TX (Power Plant – Completed)**
- **CLECO - Power Plant, Mansfield, LA (Power Plant Shut Down)**
- **Regency - Dubberly, LA (Slug Catcher – Completed)**
- **LINN Energy - Compressor Station, Ulysses, KS (Compressor Stations)**
- **Atlas Teak II - Tuleta, TX (200 Million Cryo Gas Plant)**
  - Manage multiple projects and supervise a Crew of Site Safety Specialists (4).
  - Develop policies, procedures, safety alerts, safe work practices and translations.
  - Provide appropriate safety and health, accident prevention, and investigation training to supervisors and more than 350 + company employees.
  - Conduct quarterly audit inspections to assure safe and healthful conditions for workers.
  - Manage incident investigation (Tap Root) and develop measures to prevent recurrences.
  - Write, approve, and oversee JSA's (Critical Lifts, Critical Hydro tests, Tie ins –Electrical, Mechanical, Hot taps).
  - Create Emergency Evacuation Plans, SPCC Plans, and Site Safety Plans.
  - Report and investigate all incident reports (Initial reports, final reports & Root Cause Analyses) in a timely manner, complete and accurate manner.

No recordables at these facilities.

2012 – 2013 Saulsbury Industries - Odessa, TX – (HSE Supervisor)

- **SI Shop Fabrication Area - Odessa, TX (Construction)**
- **Centurion Pipeline - Childress, TX (I&E)**
- **Marathon Oil - Kennedy, TX (I&E – Construction)**
- **BOSTCO/Kinder Morgan, La Porte, TX (I&E)**
- **Tessenderlo Kerly (TK) - Carlin, NV (Construction)**
- **Salt River Project - St. John's, AZ (I&E)**
  - Manage multiple projects and supervise site safety personnel.
  - Provide appropriate safety and health, accident prevention, and investigation training to supervisors and more than 200+ company employees.
  - Assist management in the annual inspection of workplaces to assure safe and healthful conditions for workers.
  - Assist management and supervisors in investigating accidents and developing measures to prevent recurrences.
  - Support Safety Management Team by recording all accident reports in a timely, complete, and accurate manner.

No recordables at these facilities

2009 – 2012 Saulsbury Industries - Odessa, TX – (HSE Lead)

- **TEAK Midstream Project - Tutela, TX (I&E)**
- **Sandridge Plant - Wellman, TX (I&E)**
- **South Cross Energy - Woodsboro, TX (I&E)**
- **OXY – Bennett Ranch - Denver City, TX (I&E)**
- **OXY – Salt Creek Expansion, Post, TX (Construction)**
- **Kinder Morgan Cryo Gas Plant, Snyder, TX (I&E)**
- **Kinder Morgan Sacroc 178 CO2 - Snyder, TX (I&E)**
- **DCP Roberts Ranch - Midland, TX (I&E)**
- **Southern Union Gas - Pecos, TX (I&E)**

  - Coordinate and conduct safety meetings for 200+ company employees and sub-contractors.
  - Perform site inspections to ensure compliance with company's safety, health, and environmental system as well as Health Act and Workplace Safety and Environmental Public Health Regulations.
  - Conduct investigations in the event of an accident, near miss, dangerous occurrence.
  - Assist team members identify risk and conduct risk assessments.
  - Maintain HSE records and incident reporting compliance.
  - Conduct daily site safety audits/inspections.

- **No recordables at these facilities**

May 2009– December 2009 Ref-Chem - Odessa, TX – (Pipefitter/Foreman)

Rex-Tac Polymer Project

- Ensure pipefitters performed precise new connections.
- Accountable for the performance of Pipefitters.
- Installation of New Chemical Tanks.
- Repair gas process exchangers, maintenance valves and tanks per safety, company, and OSHA guidelines.
- Responsible for the repairs of gas process exchangers, maintenance valves and tanks per OSHA and company standards.

2000 – 2009 Jacobs Field Services NA, Inc. - Odessa, TX – (Pipefitter/Boilermaker Foreman)

Flint Hills Polymers PSM project working in all plant units and systems.

- Ensure pipefitters, boilermakers, and riggers maintained all pipelines.
- Performed precise new connections, line pressure maintenance, and leak repairs.
- PM's on compressors, hydraulic and pneumatic controls, pumps, piping, chemical feeders, injection systems and minor electrical repairs to provide client with timely response and ensure assigned work problems are resolved in a timely matter to prevent interruption to client production schedule.
- Manage material and labor planning.

1997 – 2000 Ref-Chem, Odessa, TX – (Pipefitter/Boilermaker Master Mechanic)

- Maintenance and repairs of polymer facility pipelines, valves, etc. per safety, company, and OSHA requirements.
- PM's on compressors, hydraulic and pneumatic controls, pumps, piping, chemical feeders, injection systems and minor electrical repairs to provide client with timely response and ensure assigned work problems are resolved in a timely matter to prevent interruption to client production schedule.
- Performed precise new connections, line pressure maintenance, and leak repairs.

EDUCATION

Bachelors Degree OSHM (Occupational Safety & Health Management)	Odessa College	December 2022
Associates Degree OSHT (Occupational Safety Health Technology)	Odessa College	December 2010
OSHT Certificate	Odessa College	December 2010
Construction CSHO (Certified Safety & Health Official)	Texas A&M (TEEX)	May 2014
General Industry CSHO (Certified Safety & Health Official)	Texas A&M (TEEX)	September 2014
OSHA 510	Texas A&M (TEEX)	September 2012
OSHA 511	Texas A&M (TEEX)	September 2010
OSHA 503	Texas A&M (TEEX)	October 2018
OSHA 501	Texas A&M (TEEX)	September 2014

CERTIFICATIONS AND SPECIAL QUALIFICATIONS

- **CDL (Class A) Driver**
  (Endorsements: Tankers, Hazmat, Doubles & Triples)
- **PEC SAFELAND INSTRUCTOR**
  BASIC Orientation, H2S Clear, Basic Pipeline, Gold Shovel, MSTQ, OSHA 10/30
- **OSHA 10/30 Instructor**
- **CPR/First Aid/AED/BBP Instructor**
- **Earth Moving Equipment Instructor**:
  Excavators, Backhoes, Front-End Loaders, Skid-Steer,Blade, Dozer, Roller Compactor
- **Mobile Elevating Work Platforms**
  Forklifts, Manlifts, Scissor Lifts
- **Confined Space Instructor**
- **Excavation Instructor**
- **Trencher Instructor**
- **Hand Signal-Rigger Instructor** (Crane Institute of America)
- **Bilingual (Read/Write)**
- **TWIC Card**
- **Class A CDL – (Hazmat-Tankers Endorsements)**
- **Pursuing Bachelors Safety Degree** (Odessa College)

REFERENCES

Scott St. Louis
Electrical Operations Manager
Onyx Contractors (Midland, TX)
sstlouis@onyxcontractors.com
432-230-1833

Eddie Gonzales
Corporate HSE Director
JMTJ Construction
eddie@jmtjconstruction.com
(806) 341-8112

Antonio Leyva
Construction Manager
Saulsbury Industries (Odessa, TX)
432-269-5553

Hector Sanchez
HSE Director
Mitchel Energy (Lorena, TX)
hsanchez@mitchellenergy.net
432-238-6465

Rudy Folds
HSE Inspector/Consultant
Cleveland Integrity Services
325-260-3935

Alan Armnesto
Texas Area Manager
Specialized Automation Services, LLC
(Midland, TX)
432-638-4163

ONYX CONTRACTORS
P. O. Box 60547
Midland, TX 79711

LIST OF PROJECTS

PROJECT	PROJECT DESCRIPTION	OWNER, AGENCY/ENGINEER	YEAR BUILT	CONTRACT PRICE	CONTACT PERSON	PHONE
City of Amarillo Landfill	Excavate Landfill Cell 4 Area 4	City of Amarillo, Texas/City Engineering Department	2000	$535,000.00	Murray Hudson	806-378-9336
WesTex Disposal	Excavate Disposal Ponds	WesTex Disposal/In-House	2000	$41,500.00	Cell Preas	915-687-6206
Evaporation Pond	Excavate Pond	Central & South West Services, Inc./In-House	2000	$70,788.00	Chris Bissett	915-674-7235
City of Plainview Landfill	Excavate Landfill Sector 1D	City of Plainview, Texas/Parkhill, Smith & Cooper	2001	$718,375.00	Holly Holder	806-473-2200
City of Brownwood Landfill	Cell 9 Construction Landfill	City of Brownwood, Texas/Hibbs & Todd, Inc.	2001	$681,783.00	Luci English	915-698-4330
Excel Corporation	Construction of Wastewater Treatment Lagoon #4	Excel Corporation/EA Engineering, Science Technology	2001	$137,783.00	Chuck Place	972-484-1420
City of Kingsville Landfill	Construction of MSW Landfill Sector 2 Type 1 & Sector 1 Type 4	City of Kingsville, Texas/RJR Engineering	2001	$1,752,994.00	J. Roy Murray	281-397-6747
City of Brownsville	Construction of MSW Landfill Disposal Area Cell 2 - Area 6	City of Brownsville, Texas/RJR Engineering	2002	$732,442.00	J. Roy Murray	281-397-6747
City of Lubbock Landfill	Lubbock Landfill - Vell VI Expansion	City of Lubbock, Texas/Parkhill, Smith & Cooper	2002	$336,770.00	Holly Holder	806-473-2200
City of Lubbock Landfill	Citizen Collection/Transfer Station at Caliche Canyon Landfill	City of Lubbock, Texas/Parkhill, Smith & Cooper	2002	$235,073.00	Holly Holder	806-473-2200
City of Midland	William - Sam Memorial Skate Park	City of Midland, Texas/Parkhill, Smith & Cooper	2002	$389,000.00	Gary Harris	915-520-2110
Garrett Brown Park	Concrete Sidewalks and Walking Trail	City of Midland, Texas/In-House	2003	$15,345.00	Glen Butler	432-685-7365
WesTex Disposal	Excavate Disposal Ponds	WesTex Disposal/In-House	2004	$55,000.00	Carl	432-425-7371
Midland College Parking Lot	Sidewalks and Parking Lot Concrete Work	Midland College	2005	$43,476.00	Ken Riley	432-685-4569
MLK Community Center	Additions and Renovations Concrete Work	City of Midland,Texas/Mid-Tex	2005	$85,545.00	Alan White	432-697-2282
Odessa High School	Additions and Renovations Concrete Work	Ector County School District/J.C. Roberts	2005	$53,000.00	Jeff Roberts	432-580-6161
Greenwood High School	Additions and Renovations Concrete Work	Greenwood School District/Mid-Tex of Midland	2005	$116,000.00	Bill Baker	432-697-2282
Greenwood High School	Softball and Baseball Park	Greenwood School District/Mid-Tex of Midland	2005	$136,000.00	Les Williams	432-638-4088
Odessa Country Club	Excavate Golf Course	Odessa Country Club/Mid American Golf	2005	$98,000.00	Tim O'Brien	816-524-0010
City of Andrews	Andrews Parks Department Sidewalks	City of Andrews, Texas/Parks & Wildlife Department	2005	$45,000.00	Mitch Grant	432-523-4820
Champion Tech	90'X80' Concrete Slab	Champion Tech/In-House	2006	$35,526.00	Terry McCrury	432-363-9105
Midland Classical Academy	Concrete Slabs-Classroom, Sidewalk & Ramp	Midland Classical Academy/Campbell Construction	2006	$300,000.00	Thomas Dragisic	432-682-1552
ChemCentral	Subgrade Preparation, Concrete Paving & Tank Rings	ChemCentral/Planning & Construction	2006	$425,000.00	Steve Ratliff	505-636-2334
Texas Dept of Transportation	TCEQ Truck Wash Compliance Wash Pad Installation	Texas Dept. of Transportation/In-House	2006	$163,150.00	Christi Foote	432-332-0501
Washington Group Intl., Inc.	National Enrichment Facility	Washington Group Int'l, Inc./In-House	2006	$4,827,860.00	Jim Blackford	505-391-5156
City of Midland Landfill	Landfill - Pit 4, Phase 1B	City of Midland/Utilities Department	2007	$355,995.56	Kay Snyder	432-685-7260
City of Midland	Medians for Quiet Zone	City of Midland	2007	$148,664.00	David Byrd	432-685-7234
City of Midland	Cart Paths-Hogan Park	City of Midland	2007	$166,003.53	David Byrd	432-685-7360
Carver School MISD	Sidewalks Concrete Work	City of Midland/PSC	2008	$46,997.00		432-684-9377
Fire Station # 3	Sidewalks and Parking Lot Concrete Work	City of Midland	2008	$42,500.00		432-684-9377
Dr. Carrasco Office Building	Slab,Sidewalks, and Crubs	Dr. Carrasco/JSA	2008	$78,936.00	Cruz Castillo	432-684-9377
Odessa College	Slab and Sidewalks	Odessa College/JSA	2008	$26,756.00	Cruz Castillo	432-684-9377
Community National Bank	New Bank Building, Stanton, Texas	CNB	2008	$242,833.00	Ryan Lovell	432-685-8436
Safe Rack	Truck Loading Rack/Slab Concete Work	Champion Chemical	2008	$14,500.00	Joe Cumbus	432-363-9105
Resident Inn Hotel	Slab,Parking Lot, and Crubs	Resident Inn/EBCO	2008	$498,665.00	Charley Benson	254-697-8516
David Parking Lot	Parking Lot Concrete Work	David Almington	2008	$201,900.00	Ronney Lloyd	432-967-0248
D.F Ranch	Concrete Bridge, and Crub Concrete Work	Chesapeake Operating	2008	$441,630.00	Mike Taylor	
Blue Bell Ice Cream Building	Slab,Loading Dock, Parking Lot, and H/C Ramps Concete Work	Blue Bell Ice Cream/Barbed Cross	2008	$208,750.00	John Dunn	432-684-9377
PR Ventures	New Office Building/Construction and Concrete Work	Pat Vincent	2008	$226,150.00	Pat Vincent	
City of Midland, Texas	Landfill - Pit 2	City of Midland/Utilities Department	2009	$3,727,000.00	Stuart Purvis	432-685-7262
City of Odessa, Texas	2007 Drainage Improvements,East Side Channel Renovations	City of Odessa, Texas	2009	$681,775.50	Mark Moore	432-335-3227
City of Midland, Texas	New Fueling Facility Project No. 0265-09	City of Midland, Texas	2009	$653,639.00	Mark Phillips	432-685-7235
City of Odessa, Texas	Sherwood Park Renovations	City of Odessa, Texas/ParkhillSmith&Cooper	2010	$4,481,462.20	Steve Patton	432-335-3227
Greenwood ISD/Greenwood,TX	Paving and Drainage Improvements	Greenwood School District/ParkhillSmith&Cooper	2010	$672,865.92	Eric West	432-697-1447
Entertainment Complex	Design Build Entertainment Facility/Indoor Volleyball Complex	Chuck Bane	2011	$1,350,000.00	Chuck Bane	432-620-5370
Midland College	Administration Renovations Phase I & II	Midland College/Parkhill, Smith & Cooper	2011	$1,112,000.00	Phillip Furqueron	432-697-1447
City Of Midland	Citizens Collection Center - Fast Track Project	City of Midland / Parkhill, Smith & Cooper	2011	$587,000.00	Holly Holder	806-473-3500
Chuck Bane	Chuck Bane Fence	Chuck Bane	2012	$151,800.00	Chuck Bane	432-620-5370
WTG Fuels	WTG Fuels Midland Yard Concrete	WTG Fuels	2012	$146,799.00		
DCP Knott #3 and 4	Compressor Pads	DCP Midstream	2012	$233,150.00	Pennie Ormsby	432-620-4105
DCP White Booster	Compressor Pad	DCP Midstream	2012	$134,070.00	Pennie Ormsby	432-620-4105
Stanton Booster	Compressor Pads	DCP Midstream	2012	$283,900.00	Pennie Ormsby	432-620-4105
Ward Street Bridge	Construction of Bridge	City of Midland	2012	$639,230.00	David Beard	432-685-7415
CasedHole Solutions	New Facility	CasedHole Solutions	2012	$2,500,000.00	Mike Hobbs	325-226-1145
DCP West Credo	Compressor Pad	DCP Midstream	2012	$110,390.00	Pennie Ormsby	432-620-4105
14th Street Odessa	Construction of Sidewalks	City of Odessa	2012	$144,098.67	Steven Davis	432-335-3227
MCH Boss Building Parking Lot	Construction of new parking lot	MCH	2012	$180,000.00		
Hicks and Gist Sidewalks	Construction of new sidewalks	City of Midland	2012	$232,000.00	David Beard	432-685-7415
MMH Paving Change Orders	Concrete work	Midland Memorial Hospital	2012	$195,000.00		
Ward St. Bridge Change Order (Jal Draw Alley)		City of Midland	2012	$132,000.00	David Beard	432-685-7415
Warren CAT Midland	Construction of New Facility	Warren CAT	2013	$3,851,156.00	Anthony Folger	432-571-4225
DCP West Weddell	Compressor Pad	DCP Midstream	2012	$158,620.00	Pennie Ormsby	432-620-4105
Warren Cat Odessa	Construction of New Rental Store	Warren CAT	2013	$2,800,000.00	Anthony Folger	432-571-4225
DCP Paya Booster	Compressor Pad	DCP Midstream	2013	$258,000.00	Pennie Ormsby	432-620-4105
DCP Turbine Shop Goldsmith	New Turbine Shop	DCP Midstream	2013	$1,170,000.00	Pennie Ormsby	432-620-4105
DCP Parks Booster	Compressor Pad	DCP Midstream	2013	$925,000.00	Pennie Ormsby	432-620-4105
Kalico	New Office Space	Kalico	2013	$84,000.00	Ray Elliot	
Shell	Various Projects	Shell	2013	$150,000.00	David Deal	281-544-4144
Cased Hole Bunker	Constructed a Bunker	CasedHole Solutions	2013	$40,000.00	Mike Hobbs	325-226-1145
Lafette Place	Construction of New Houses	Onyx	2013/2014	$4,500,000.00	Onyx	432-561-8900
City of Midland Compass	Various Projects	City of Midland	2013/2014	$1,000,000.00	David Beard	
Nelson Fireplace	New Fire Place	Jim Nelson	2013	$18,000.00	Jim Nelson	
Warren CAT Odessa	New Engine Shop	Warren CAT	2014	$6,600,000.00	Anthony Folger	432-571-4225
United Production	New Fabrication Facility	United Production	2014	$1,300,000.00	Kevin Bordelon	337-365-4400

August 27, 2024
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Warren CAT Parking Lot	New Truck Display and Parking Area	Warren CAT	2014	$160,000.00	Anthony Fobler	432-571-4225
ConocoPhillips	Various Projects	ConocoPhillips	2014	$5,000,000.00	Tammy Hoeler	432-556-7653
XTO	Various Projects	XTO	2014	$ 1,000,000.00	Jeff Rains	432-557-3159
Shell	Various Projects	Shell	2014	$1,500,000.00	Esteban Soliz	956-740-4798
Apache	Various Projects	Apache	2014	$1,500,000.00	Harold Swain	575-390-4398
ECISD Data Center	Renovation of New Data Center	Ector County School District	2015	$2,479,872.00	Kelle Wilks	432-456-8649
Warren Cat Phase One Site	New concrete paved road	Warren CAT	2015	$716,301.00	Anthony Fobler	432-571-4225
Warren Cat Phase Two Site	Site Improvements	Warren CAT	2015	$3,190,706.00	Anthony Fobler	432-571-4225
SAISD Band Hall	Renovations to Band Hall	San Angelo School District	2015	$684,293.00	Kye Franke	325-653-2900
American Energy Big Lake	New Field Office	American Energy Partners	2015	$1,083,335.00	Bill Yen	405-232-8554
City of Midland Landfill	New Scalehouse, Maint Building and Site Improvements Landfill	City of Midland	2015-2016	$8,102,230.00	Morris Williams	432-685-7278
ConocoPhillips Goldsmith	New Office Building	ConocoPhillips	2015-2016	$7,104,780.00	Joseph Evans	918-336-3512
Woodson Park	New Soccer fields, walking path, playground, basketball courts	City Of Odessa	2016	$1,422,955.00	Kelly Cook	432-688-8001
Comanche Park	New Soccer Fields, Parking Lot, Site Improvements	City of Odessa	2016	$1,493,048.00	Jonathan Pruessner	432-688-8001
Selinas Park	New Soccer Fields, Parking Lot, Site Improvements	City of Odessa	2016	$1,130,782.00	PSC	432-897-1447
Odessa College	Permian Basin Fab Lab	Odessa College	2016	$345,500.00	JSA	432-362-6565
Western Manor and Murry Fly	Shade Structures, Walking Trials, Playground Equipment	City of Odessa	2016	$689,155.00	Mak Landscape	432-203-0003
Stator Park	New Parking Lot, Basketball Court, Dog Park, Playground	City of Odessa	2016/2017	$1,379,090.00	Kinsley Horn	346-888-3887
Conoco Midland Restroom	New ADA Restroom	ConocoPhillips	2016	$71,500.00	Joseph Evans	918-336-3512
Buddthorn Solar Site	Solar Farm	Lendlease	2016	$8,500,000.00	Jim Lopeby	254-535-0454
City of Midland Misc Concrete	Misc Concrete Work	City of Midland	2016/2017	$800,000.00	Regina Stephenson	432-685-7233
Buena Vista ISD Gym	Gym Renovation	Buena Vista ISD	2017	$140,000.00	JSA	432-362-6565
UTPB Student Housing Parking	Light Poles in Parking Lot	UTPB	2017	$40,500.00	Ynes Alderson	432-552-2795
City of Midland CBDG	City Street Improvements	City of Midland	2017	$500,000.00	Regina Stephenson	432-685-7233
Noble Energy	Site Development Evaporation ponds	Noble Energy	2017	$6,400,000.00	Robert Zawicks	713-715-8978
Strawberry Farm and Plant Rehab	Rehab of Lagoons, intake structures, sluice gates and clearing	City of Midland	2018	$1,188,329.00	HDR	210-941-2807
Sunshine Drycleaners	New Design Build Dry Cleaners	IAQ Reality	2018	$820,000.00	Regina Stephenson	432-561-8900
Luise Wood Angel House	New women's shelter	West Texas Crisis Center	2018	$4,707,712.00	JSA	432-362-6565
University Right of Way Clearance	Widening 2 miles of University Street	City of Odessa	2018	$2,166,177.00	City of Odessa	432-335-3227
Carver Street Roadway	New Detention Ponds and Bridge	City of Midland	2018	$2,279,873.00	City of Midland	432-685-7233
Basin 349	New drainage Basins	City Of Midland	2018/2019	$943,726.00	City of Midland	432-685-7233
Choke Facility	New Dyno building for frac pump testing	Warren CAT	2018/2019	$2,500,000.00	Jeremy Olive	432-571-4225
Sherwood Park Community Center	Remodel of Park Community Center	City Of Odessa	2018	$495,000.00	City of Odessa	432-335-3227
Stator Park Community Center	Remodel of Park Community Center	City Of Odessa	2018	$320,000.00	City of Odessa	432-335-3227
Sundance West Inc	New Mud Management Facility/Oilfield Waste	Onyx Contractors	2018/2019	$8,200,000.00	Onyx	432-561-8900
Reeves County Hospital Staff Housing	New Staff Housing	Vandergriff	2019	$2,581,815.00	Reeves Hospital	
Midland College Softball Complex	New Team Locker room and indoor batting cage	PSC	2019	$989,000.00	Midland College/PSC	432-897-1447
CDM Cpardon Park Traffic Calming Project	Misc Concrete Work	City of Midland	2019	$84,506.00	City of Midland	432-685-7233
Sewell Auto Tech	New Training Facility	Odessa College	2018/2019	$6,850,000.00	JSA	432-362-6565
Knighton Industries Building Extension	Metal Building Extension	Onyx Contractors	2019	$304,000.00	Brian Knighton	
Pecos Municiple Transfer Station	New Transfer Station	City of Pecos/PSC	2020	$1,418,000.00	City of Pecos	432-445-2421
Big Spring Landfill Scalehouse/Maintenance Bldg	Scalehouse and Maintenance Building	Big Spring /PSC	2019/2020	$2,416,050.00	City of Big Spring	
Monahans Parkway Detention Pond "D"	New detention pond, concrete flumes, and storm sewer pipe	Monahans Economic Development Corporation / Maverick	2020	$372,067.24	Monahans Economl Dev	432-943-2082
Monahans Access Roads	Public Roadways including asphalt paving, curb & gutter, utilities	Monahans Economic Development Corporation / Maverick	2020	$874,295.01	Monahans Economl Dev	432-943-2082
FedEx Ground Midland-Parking Expansion	Parking Lot & Decking Area Expansion	FedEX / Diamond Z Engineering	2020	$697,682.01	Dan Mendiola	440-942-8501
City of Midland Misc Concrete	Concrete work for the City	City of Midland	2018-20	$3,750,000.00	City of Midland	432-685-7233
City of Fort Stockton Landfill	Infrastructure Cell I-1 and Cell IV-1	City of Fort Stockton/Hanson Professional Services Inc.	2020-21	$1,285,723.32	Hanson Professional Services	361-814-4401
Pecos Phase 1A Waterline Extension	Waterline Extension	Town of Pecos City	2020-21	$181,406.00	Town of Pecos City	432-445-2421
Ector County Utility District Drainage Improvements	Drainage Improvements	ECUD	2020-21	$146,875.00		
Permian High School Field Restrooms Facility	New Restroom Facility for Permian High School	ECISD/JSA Architects	2020-21	$390,000.00	JSA Architects	432-362-6565
Gaines County Branch Library	Rehabilitation and renovation on an existing building into a Library	Gaines County/ DRG Architects	2020-21	$1,173,162.00	DRG Architects	210-349-7950
Midland Airport Parking Improvements	Parking Improvements	City of Midland/PSC	2020-21	$7,646,871.00	City of Midland	432-685-7233
City of Post Tdc DRP Sidewalk Improvements	Sidewalk Improvements	City of Post/Jacob & Martin	2021	$327,811.82	City of Post	806-495-2811
Tradewinds Blvd Roundabout & Median Improvements	Roundabout & Median Improvements	City of Midland	2020-21	$4,396,399.00	City of Midland	432-685-7233
Floyd Gwen Park Sports Courts	Sports Courts	City of Odessa/KDC	2021	$ 7,000,000.00	City of Odessa	432-335-3227
Borets Esp Service Center(CMAR)	Building/Yard Remodel	Borets	21-22	$ 6,000,000.00	Borets	
Upton County Midcliff Park Building(CMAR)	Midcliff Park Building	Upton county	2020-21	$ 2,000,000.00	Dusty Kilgore	432-893-2321
Upton County Swimming Facility	Pool Facility	Upton County/ KDC	21-22	$ 1,400,000.00	Dusty Kilgore	432-893-2321
Floyd Gwen Park Concession Building	Concession Building	City of Odessa	22	$ 416,500.00	Steve Patton	432-3353227
Projects Under Construction						
Midland Airport Multi- Facility Rehabilitation	Multi-Facility Rehabilitation	City of Midland/PSC	21-22	$ 6,286,014.00	City of Midland	432-685-7233
Upton County 4H Addition (CMAR)	Addition to 4H Facility	Upton County	22	$ 2,297,572.00	Dusty Kilgore	432-893-2321
City of Midland Traffic Signal Improvements	Traffic Signal Improvements	City of Midland	22	$ 815,843.00	City of Midland	432-685-7233
Floyd Gwen Park Renovations	Total Park Renovation	City of Odessa/KDC	21-22	$ 4,950,000.00	Steve Patton	432-335-3227
Odessa Animal Shelter Facility	New Animal Shelter Facility for the City Of Odessa, Tx.	City of Odessa/QUORUM	21-22	$ 7,350,472.00	City of Odessa	432-335-3253
Loving County Community Center	New Community Center	Loving County/Vandergriff	22	$ 7,999,000.00	Loving County	
Midland Draw Widening	Draw Widening	City of Midland	22	$ 1,885,889.00	City of Midland	432-685-7233
Faudree Linear Detention Basins	Detention Basins	City of Odessa	22	$ 4,196,456.00	City of Odessa	432-335-3253
MAF Gate Relocation and Cargo Rd. Reconstruction	Gate Relocation and Cargo Road Reconstruction	City of Midland/PSC	22	$ 1,641,882.00	City of Midland	432-685-7233
Holy Cross Catholic High School Gymnasium(CMAR)	Gymnasium	Holy Cross Catholic High School	22	$ 3,282,000.00	Roy Ramirez	432-553-4613
Applied Blockchain Next-Gen Datacenter	Datacenter	Applied Blockchain	22	$ 26,000,000.00		
Loving County JOP, Constable, and DPS CMV Inspection Station	Station	Loving County	22	$ 15,170,707.00	Loving County	
West Texas food Bank Odessa Expansion	Expansion of current food bank facility		22	$ 11,123,000.00	Libby Carmichell	
Odessa Country Club Indoor Tennis Center(CMAR)	Indoor Tennis Facility	Odessa Country Club	22	$ 5,000,000.00	Ryan George	432-272-4500
Tommy Workman Park Swimming Pool	Tommy Workman Park Swimming Pool	Upton County	23	$ 3,567,432.00	Dusty Kilgore	432-893-2321
Rankin Senior Citizens Center / Library,	Rankin Senior Citizens Center / Youth Center / Library.	Upton County	23	$ 6,750,000.00	Dusty Kilgore	432-893-2321
Sheriff's Office Expansion	Sheriff's Office Expansion	Upton County	23	$ 1,200,000.00	Dusty Kilgore	432-893-2321
4-H Building	New 4-H Building	Reeves County	23	$ 2,200,000.00	Arlin Castaneda	432-448-0724

701 Lamar Street
Wichita Falls, Texas 76301
USA

940 723 7111
www.ajg.com

Gallagher

Insurance | Risk Management | Consulting

March 22, 2024

City of Midland
300 North Loraine Street, Ste. 330
Midland, TX 79701

Re: **Onyx General Contractors, LLC**
City of Midland
City of Midland West and North Citizens' Collection Stations

To Whom It May Concerns:

It is our understanding that Onyx General Contractors, LLC intends to submit to you their proposal for the above-captioned project in the $6,600,000.00 range. It is our pleasure to share with you our experience with this client and to offer our recommendation to you on their behalf.

As a demonstration of our confidence in the management, performance capabilities and financial strength of this entity, we welcome the opportunity to provide payment and performance bonds on this project, subject to our normal review of the contract and bond documents, as well as other underwriting conditions in existence at the time of the request.

Onyx General Contractors, LLC is bonded by FCCI Insurance Company, an A (Excellent) rated company by A.M. Best with a $20,000,000.00 single and $60,000,000.00 aggregate program. Again, FCCI Insurance Company would favorably consider any project tendered for their consideration by this contractor. The project at hand would readily fit within their current program.

Once again, we offer our support in the recommendation of Onyx General Contractors, LLC to you on this project. If we can be of further assistance, please feel free to contact us.

Sincerely,

Tina McLelland
Attorney-In-Fact
FCCI Insurance Company

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
Onyx General Contractors, LLC

as Principal, hereinafter called the Principal, and
FCCI Insurance Company
6300 University Parkway, Sarasota, Fl 34240
a corporation duly organized under the State of **Florida**
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Midland
as Obligee, hereinafter called the Obligee, in the sum of
*****FIVE PERCENT OF BID AMOUNT*** (5%)**
for the payment of which sum well and truly to be made, the said Principal and 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
West and North Citizens' Collection Stations

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 of 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 with 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 **March 27, 2024** .

(Witness)

Onyx General Contractors, LLC

(Seal)

Vice President
(Title)

FCCI Insurance Company

(Witness)

(Seal)

Tina McLelland **Attorney-in-Fact**

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina McLelland; Haevyn Knobloch

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 27th day of March, 2024

FCCI INSURANCE COMPANY SEAL FLORIDA

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ADALBERTO CABALLERO

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WATER OPERATOR

License Number: **WO0047069**
Issue Date: **04/26/2021**
Expiration Date: **04/26/2024**

Executive Director
Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

ADALBERTO CABALLERO

has fulfilled the requirements in accordance with the laws of the State of Texas for

CLASS D WASTEWATER TREATMENT OPERATOR

License Number: **WW0066372**
Issue Date: **02/23/2024**
Expiration Date: **01/19/2027**

Executive Director
Texas Commission on Environmental Quality

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McAnally Wilkins Inc.
PO Box 60810
Midland TX 79711

License#: 15714884

CONTACT NAME: Camille Noriega
PHONE (A/C, No, Ext): 432-685-9311 **FAX (A/C, No):** 432-685-9399
E-MAIL ADDRESS: camille@mcanallywilkins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Cas Ins Co of Amer	19046
INSURER B : Hanover Insurance Co	22292
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Evanston Insurance Co.	35378
INSURER E : Charter Oak Fire Insurance Co	25615
INSURER F : Travelers Indemnity Company of America	25658

INSURED ONYXCON-02
Onyx Contractors, LP ; Onyx Contractors Operations, LP
Onyx General Contractors, LLC
PO BOX 60547
Midland TX 79711

COVERAGES **CERTIFICATE NUMBER:** 1747173865 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY			H-660-4W595809-COF-23	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X UGRE						MED EXP (Any one person)	$ 5,000
	X Pollution						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
F	AUTOMOBILE LIABILITY			810-4W553609-23-N4-G	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CUP-4W840696-23-N4	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 10,000							$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001154452 - TX	3/1/2023	3/1/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)	N / A		928848488194- NM	3/1/2023	3/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B D	Rented/Leased Equipment Pollution			RHD J223247 08 CPLMOL115609	3/1/2023 3/1/2023	3/1/2024 3/1/2024	Limit Limit	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All policies except Workers' Compensation include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. All policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Policies certified contain 30-day notice of cancellation. The General Liability policy includes a special endorsement that contains "primary & non-contributory" wording. The Workers' Compensation includes an alternate employer endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds	
IAQ 1260, Ltd.	Limited corporation, Additional Named Insured
IAQ 1788, Ltd	Limited corporation, Additional Named Insured
IAQ 191, LLC	Limited Liability Company, Additional Named Insured
IAQ Kermit, Ltd.	Limited corporation, Additional Named Insured
IAQ Land, Ltd	Limited corporation, Additional Named Insured
IAQ Oil and Gas, LLC	Limited Liability Company, Additional Named Insured
IAQ Pecos, LLC	Limited Liability Company, Additional Named Insured
IAQ Realty, Ltd	Limited corporation, Additional Named Insured
MCI 221 Family Limited	Limited corporation, Additional Named Insured
MCI 221 GP, LLC	General Partnership, Additional Named Insured
OC Holdings, Inc.	General Partnership, Additional Named Insured
Onyx Contractors Operations, LP	C Corporation, Additional Named Insured
Onyx General Contractors, LLC	Limited Liability Company, Additional Named Insured
Tronyx Electrical Contractors, LLC	Limited Liability Company, Additional Named Insured

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SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

The City of Midland - West and North Citizens' Collection Station Project includes the following to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the Work.

The project will include the removal, replacement, relocation, placement, and installation or existing and proposed paving, sidewalk, storm drain, water, wastewater, and structural infrastructure and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, embedment, backfill, compaction, form work, pavement repair, pavement placement, sidewalk repair, sidewalk placement, structural repair, structural placement, concrete joint sealing, erosion control, traffic control, stabilization, utility cover adjustments, as well as coordination with City of Midland staff and organizations such as OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland Staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be “complex”, shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified “barricade company”).
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.

c. Maintenance shall include:
    i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
    ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
    iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

10. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

12. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty-foot (50') intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

13. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

15. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor

then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

16. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

All testing described in the Construction Package City of Midland West and North Citizens' Collection Stations of this Project Manual.

A. If the testing requirements in the Specifications are different from or conflict with any of the other testing requirements listed in Special Provisions, 17. Testing, the Contractor is to comply with the higher or more stringent testing requirement.

Other testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set taken for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

18. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

Contractor is to comply with all accepted industry standards for means, methods, and details of work to be performed, as well as with any specific requirements of the City of Midland.

Contractor is to comply with any specific order of construction as directed by the City of Midland, but is otherwise free to conduct the work in the order which the Contractor sees fit.

19. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

20. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible proposer is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

21. CONTRACT DEADLINE:

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

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SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Work covered by Contract Documents.
   2. Contractor's use of Site and premises.
   3. Permits.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Identification: West and North Citizens' Collection Stations.
B. Location: Midland, Texas.
C. Owner: City of Midland.
D. Work consists of construction of two citizen collection station facilities. Facility construction includes HMAC and concrete roadways, cast-in-place retaining wall, concrete paved parking lot, electrical services, light poles, and building construction. Building construction includes erection of prefabricated metal building, HVAC, plumbing, electrical, and interior finish.

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limits on Use of Site:
   1. Owner occupancy.
   2. Work by others.
B. Construction Operations: Limited to areas noted on Drawings.
C. Time Restrictions for Performing Work:
   1. 7:00 a.m. to 7:00 p.m. Monday through Friday.
D. Utility Outages and Shutdowns:
   1. Coordinate and schedule utility outages/shutdown.
   2. Allowed only as preiously agreed upon.
   3. Schedule at least 1 week before outage/shutdown.
   4. Submit early request of outage/shutdown to Engineer itemizing dates, times, and durations.

1.4 PERMITS

A. Furnish all necessary permits for construction of Work including:
   1. Building permit.
   2. Stormwater permit.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 22 00 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Procedures for measurement and payment.
   2. Mobilization demobilization.
   3. Unit price items.
   4. Lump sum items.
   5. Bid form-specific payment items.

B. Related Requirements:
   1. Section 00 42 00 "Proposal Form."
   2. Other Division 01 Specification Sections apply to Work of the Section.

1.2 PROCEDURES FOR MEASUREMENT AND PAYMENT

A. Unit price Proposal on each item as stated in Section 00 42 00 "Proposal Form" includes furnishing all labor, superintendence, machinery, equipment, and materials except as otherwise specified, necessary, or incidental to complete various item of Work per Drawings and Specifications.

B. Cost of Work or materials shown on Drawings, or called for in Specifications, and on which no separate payment is made included in Proposal prices on various pay items.

C. Payment not made for any items not complete, including all associated incidental Work.

1.3 UNIT PRICE ITEMS

A. Unit price items, not otherwise included herein, paid at a unit price per unit.

B. Payment will include all Work and material for installing unit price item as specified.

C. Measurement made in units shown on Section 00 42 00 "Proposal Form."

1.4 LUMP SUM ITEMS

A. Lump sum items include all Work and materials for installing lump sum item as specified.

B. Payment based on percentage complete basis as agreed by Engineer and Contractor.

C. Payment includes all Work and material for installing lump sum Bid item as specified.

1.5 BID FORM-SPECIFIC PAYMENT ITEMS

A. Proposal Item OP1-01 and OP2-01: Mobilization.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes all equipment, labor, material, superintendents, and all other incidentals necessary to fully mobilized at the start of the Project and demobilized when Work is complete. Mobilization related expenses include Contractor's cost for the following: obtaining and setting up construction office facilities as needed, obtaining and paying for electric power required for construction, providing and maintaining dust control over the Project working area, temporary fencing, and all other incidentals required for Contractor to complete mobilization. Measurement and payment to be made per month.

B. Proposal Item OP1-02 and OP2-02: Electrical Site Work.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install electrical Site Work per the construction Drawings and City of Midland Standards and Specifications, including all appurtenances. Measurement and payment to be made per lump sum.

C. Proposal Item OP1-03 and OP2-03: Erosion/Sediment Control.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to implement erosion control plan per the construction Drawings and City of Midland Standards and Specifications. Measurement and payment to be made per month.

D. Proposal Item OP1-04 and OP2-04: Traffic Control.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidental to implement the traffic control per the approved traffic control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

E. Proposal Item OP1-05 and OP2-05: Job Safety.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to implement Job site safety and to provide a safe work environment for the Project work area (including all personal protection equipment, trench safety, etc.) per the construction Drawings and in compliance with all applicable federal, state, and local requirements or regulations, including those of OSHA and the City of Midland. Job site safety is the responsibility of the Contractor. Measurement and payment to be made per month.

F. Proposal Item OP1-06 and OP2-06: Unclassified Excavation.
   1. Measurement: Per Cubic Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidental for unclassified excavation per the construction Drawings and City of Midland Standards and Specifications, including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurement and payment to be per cubic yard of material removed.

G. Proposal Item OP1-07 and OP2-07: Removal and Disposal of Existing Buildings, Concrete, and Miscellaneous Appurtenances.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment labor, materials, and incidentals for the removal and disposal of existing buildings, concrete, and miscellaneous appurtenances per the construction Drawings and Specifications, including all appurtenances. Measurement and payment to be made per lump sum.

H. Proposal Item OP1-08 and OP2-08: Removal and Disposal of Existing Unclassified Pavement.
   1. Measurement: Per Square Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the removal and disposal of existing unclassified pavement per the construction Drawings and Specifications, including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

I. Proposal Item OP1-09 and OP2-09: Removal and Disposal of Fencing, Gates, Barbed Wire, and Pipe Rail.
   1. Measurement: Per Liner Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the removal and disposal of existing fencing, gates, barbed wire, and pipe rail per the construction Drawings and Specifications including removal of all columns, posts, foundations, anchors, gates, frames, wire, and structure as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear-foot measures along the ground surface following the fence, gate, wire, or rail centerline through all structures and appurtenances.

J. Proposal Item OP1-10 and OP2-10: Removal and Disposal of Existing Stockpile.
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the removal and disposal of existing stockpile per the construction Drawings and Specifications including, all appurtenances. Measurement and payment to be made per lump sum.

K. Proposal Item OP1-11 and OP2-11: Removal and Disposal of Existing Overhead Electric Line and Poles.
   1. Measurement: Per Linear Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the removal and disposal of existing overhead electric line and pole per the construction Drawings and Specifications, including all appurtenances. Measurement and payment to be per linear foot.

L. Proposal Item OP1-12 and OP2-12: 2-Inch Schedule 80, PVC, Water Line.
   1. Measurement: Per Liner Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the installation of water lines per the construction Drawings and Specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

M. Proposal Item OP1-13 and OP2-13: Open Trenching of Water Line.
   1. Measurement: Per Linear Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the open trenching of water lines per the construction Drawings and Specifications, including all unclassified excavation, backfill (not including flowable fill backfill), providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

N. Proposal Item OP1-14 and OP2-149: Water Well.
   1. Measurement: Per Each Basis.
   2. Payment: Payment made for all costs associated with providing all required materials to generate water from the existing well at the facility and connect to waterline installed as part of item number OP1-12 and OP2-12. Measurement and payment to be made per each basis.

O. Proposal Item OP15 and OP2-15: 4-Inch SDR 35, ASTM D3034, PS46, PVC.
   1. Measurement: Per Linear Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the installation of wastewater mains per the construction Drawings and Specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

P. Proposal Item OP1-16 and OP2-16: Open Trenching of Wastewater Line.
   1. Measurement: Per Each Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for the open trenching of wastewater per the construction Drawings and Specifications, including all unclassified excavation, backfill (not including flowable fill backfill), and providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

Q. Proposal Item OP1-17 and OP2-17: Septic Tank.
   1. Measurement: Per Each Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and supervision to install septic tank, absorptive field, and all necessary piping fittings, clean outs, and valves. Measurement and payment to be per each basis.

R. Proposal Item OP1-18 and OP2-18: 6.5-Foot Concrete Retaining Wall.
   1. Measurement: Per Cubic Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install a retaining wall per the construction Drawings and Specifications, including all excavation, backfill, forming, reinforcement, placement, compaction, sealant, and appurtenances. Measurement and payment to be per cubic yard of material placed.

S. Proposal Item OP1-19 and OP2-19: 6-Foot Chain-Link Fence:
   1. Measurement: Per Linear Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install a fence per the construction Drawings and Specifications, including all columns, posts, foundations, anchors, and structures, as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per each gate installed.

T. Proposal Item OP1-20 and OP2-20: 20-Foot Entrance Gate:
   1. Measurement: Per Each Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install a fence gate per the construction Drawings and Specifications, including all columns, posts, foundations, anchors, frames, structures, and appurtenances, as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per each gate installed.

U. Proposal Item OP1-21 and OP2-21: 24-Foot Exit Gate:
   1. Measurement: Per Each Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install a fence per the construction Drawings and Specifications, including all columns, posts, foundations, anchors, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per each gate installed.

V. Proposal Item OP1-22 and OP2-22: Steel Rail.
   1. Measurement: Per Linear Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install steel rail per the construction Drawings and Specifications, including all columns, posts, supports, foundations, anchors, and structures, as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the steel rail centerline through all structures and appurtenances.

W. Proposal Item OP1-23 and OP2-23: 40- by 60-Foot Metal Building:
   1. Measurement: Per Lump Sum Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals to install a metal building per the construction Drawings and City of Midland Standards and Specifications, including. Measurement and payment to be made per lump sum.

X. Proposal Item OP1-24 and OP2-24: Subgrade Preparation.
   1. Measurement: Per Linear Foot Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for subgrade preparation per the construction Drawings and Specifications, including all proof rolling, subgrade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

Y. Proposal Item OP1-25 and OP2-25: Unclassified Embankment (Density Controlled).
   1. Measurement: Per Cubic Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement of unclassified embankment per the construction Drawings and Specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

Z. Proposal Item OP1-26 and OP2-26: 8-Inch Reinforced Concrete Pavement.
   1. Measurement: Per Square Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement of reinforced concrete pavement per the construction Drawings and Specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

AA. Proposal Item OP1-27 and OP2-27: Type B HMAC Asphalt Pavement Surface Course (110 pounds per square yard at 1-inch thick).
   1. Measurement: Per Square Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement of Type B HMAC asphalt pavement surface course (110 pounds per square yard at 1-inch thick) per the construction Drawings and Specifications, including placement, compaction, and appurtenances. Measurement and payment to be made per each square yard of material placed.

BB. Proposal Item OP1-28 and OP2-28: 9-Foot Base Course Pavement:
   1. Measurement: Per Square Yard Basis.
   2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement of base course pavement per the construction Drawings and Specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

CC. Proposal Item OP1-29 and OP2-29: Unclassified Embankment (Density Controlled).
1. Measurement: Per Cubic Yard Basis.
2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement of unclassified embankment per the construction Drawings and Specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each square yard of material applied at the designated rate.

DD. Proposal Item OP1-30 and OP2-30: Bituminous Prime Coat (MC-30, 0.20-gallon per square yard).
1. Measurement: Per Cubic Yard Basis.
2. Payment: Includes the necessary equipment, labor, materials, and incidentals for application of bituminous prime coat (MC-30, 0.20-gallon per square yard) per the construction Drawings and Specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

EE. Proposal Item OP1-31 and OP2-31: Concrete Curb and Gutter:
1. Measurement: Per Linear Foot Basis.
2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement of concrete curb and gutter per the construction Drawings and Specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back of curb.

FF. Proposal Item OP1-32 and OP2-32: Pavement Markings and Striping.
1. Measurement: Per Lump Sum Basis.
2. Payment: Includes the necessary equipment, labor, materials, and incidentals for traffic signage per the construction Drawings and Specifications, including all appurtenances. Measurement and payment to be made per lump sum basis.

GG. Proposal Item OP1-33 and OP2-33: Traffic Signage.
1. Measurement: Per Each Basis.
2. Payment: Includes the necessary equipment, labor, materials, and incidentals for placement concrete curb and gutter per the construction Drawings and Specifications, including all signs, placement, foundations, structures, anchor, and appurtenances. Measurement and payment to be made per each basis.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.
B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.
   2. Section 00 26 00 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
   3. Section 01 60 00 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required to meet other Project requirements but may offer advantage to Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Substitution Request Form 1.5C.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
      b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.
l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected Work as necessary to integrate work of the approved substitutions.

1.6 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.
d. Requested substitution has received necessary approvals of authorities having jurisdiction.
e. Requested substitution is compatible with other portions of the Work.
f. Requested substitution has been coordinated with other portions of the Work.
g. Requested substitution provides specified warranty.
h. If requested substitution involves more than 1 contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
b. Requested substitution does not require extensive revisions to the Contract Documents.
c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
d. Substitution request is fully documented and properly submitted.
e. Requested substitution will not adversely affect Contractor's construction schedule.
f. Requested substitution has received necessary approvals of authorities having jurisdiction.
g. Requested substitution is compatible with other portions of the Work.
h. Requested substitution has been coordinated with other portions of the Work.
i. Requested substitution provides specified warranty.
j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project Information Management.
   2. Coordination.
   3. Preconstruction meeting.
   4. Electronic drawing file (digital data) request.
   5. Request for information.
   6. Progress meetings.
   7. Preinstallation meetings.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT INFORMATION MANAGEMENT

A. Project Website:
   1. Use Newforma Info Exchange at https://projects.team-psc.com/UserWeb/Login to send and receive Project information.
   2. Contact Engineer to set up user name and password information.
   3. If Project is not listed when logged in, contact Engineer to add Project to your account.

B. Project information includes, but is not limited to:
   1. Product Submittals.
   2. Requests for Information (RFI).
   3. Applications for Payment.
   4. Schedules.
   5. Construction Change Requests (CCRs).
   6. Closeout Documents.
   7. Construction Document Files.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work to assure efficient and orderly sequence of installation of construction elements.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing such equipment in service.

C. Coordinate space requirements and installation of mechanical and electrical work indicated diagrammatically on Drawings. Follow routing as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.

D. In finished building areas, except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements as applicable.

E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
F. After Owner occupancy of premises, coordinate access to site with Owner for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of Owner's activities.

1.4 PRECONSTRUCTION MEETING

A. Engineer will schedule a meeting after Notice to Proceed.
B. Attendance Required:
   1. Owner.
   2. Engineer.
   3. Contractor.
   4. Major subcontractors.
C. Agenda:
   1. Distribute Contract Documents.
   2. Submit lists of subcontractors and products, Schedule of Values, submittal schedule, and progress schedule.
   3. Designate personnel representing each party in Contract and Engineer.
   4. Procedures and processing field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, Request for Information (RFI), and Contract closeout procedures.
   5. Review Notice to Proceed and Substantial/Final Completion Dates.
   6. Workmen's identification and background checks.
   7. Stormwater Pollution and Prevention Plan (SWPPP) if necessary.
   8. Scheduling:
      a. Use of premises by Owner and Contractor.
      b. Owner's requirements.
      c. Construction facilities and controls provided by Owner.
      d. Temporary utilities provided by Owner.
      e. Security and housekeeping procedures.
      f. Construction progress meetings.
      g. Procedures for testing.
      h. Procedures for maintaining record documents.
      i. Requirements for start-up of equipment.
      j. Inspection and acceptance of equipment put into service during construction.
   9. Scheduling activities of Construction Material Testing lab.
D. Engineer shall record minutes and distribute copies to participants.

1.5 ELECTRONIC DRAWING FILE (DIGITAL DATA) REQUEST

A. During Procurement Phase:
   1. Bidders and Proposers may purchase a Digital Data file. Digital Data file will be provided in software release currently used by Engineer. File will be provided via Engineer’s Project website.
   2. AutoCAD Drawing files (.dwg) are available for purchase from Engineer upon request. Cost of files are indicated below plus applicable tax.
      a. 1 – 3 Sheets: $100.00 per sheet.
      b. 4 – 6 Sheets: $400.00 flat fee.
      c. 7 – 9 Sheets: $500.00 flat fee.

3. Revit® BIM Model files (.rvt) are available for purchase from Engineer upon request. Cost of model files are $150.00 for each model plus applicable tax. All details, detail annotation, and reference are omitted and not part of the Model file.
4. Prior to delivery of file(s), purchaser shall sign a Digital Data Licensing Agreement. Payment for Digital Data file(s) shall occur upon delivery of file to purchaser.
5. Digital Data file(s) shall be used only for preparing Bids and Proposals required by this Project not used in any other form in whole or in part.

B. Upon Award of Contract:
1. At pre-construction meeting, Contractor shall bring the executed Digital Data Licensing Agreement (AIA C106-2013) at the end of this Section for release of electronic files. Upon Contractor submitting the executed Agreement to Engineer, Engineer will provide Contractor one electronic copy of the Revit® BIM Model file(s), AutoCAD (.dwg file(s), when Revit® BIM Model file is not available, and Portable Document Format (.pdf) file(s) at no charge within five working days. Note that CAD files associated with the Work can be accessed and exported from the Revit® BIM Model provided to Contractor through Revit® software; therefore, Engineer will not provide individual CAD files. Files and Formats to be as followed:
   a. Civil Overall master file in AutoCAD format.
      1) Overall Site Plan with utility and grading information.
      2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.
   b. Landscape: Overall master file in AutoCAD format.
      1) Overall Site Plan with grading, flatwork, irrigation, and planting plans.
      2) All details, detail annotation, and references are omitted and not part of the AutoCAD file.
   c. Structural: Revit® BIM Model and associated working plans views.
      1) Overall Site Plan with utility and grading information.
      2) All details, detail annotation, and reference are omitted and not part of the AutoCAD file.
   d. Architectural/Interior: Revit® BIM Model and associated working plan views.
      1) Plan views contain overall and enlarged section plan view set-up of floor plans, floor patterns, reflected ceilings, and roof plans only. All plan views contain grids, dimensions, room names, and general annotation.
      2) Reflected Ceiling Plans contain ceilings grids and types only. Lighting and mechanical are provided as part of the MEP Model.
      3) Roof Plans contain grids and general annotation only. Mechanical is provided as part of the MEP Model.
      4) Interior and exterior elevations and schedules.
      5) Finish plans and finish schedules.
      6) All details, details annotation, and references are omitted and not part of the model life.
   e. Mechanical, Electrical, and Plumbing: Revit® BIM Model and associated working plan views.
      1) Plan views contain overall and enlarged plan section view set-up of mechanical, electrical lighting, electrical power, and plumbing plans only.
      2) All details, detail annotation, and references are omitted and not part of the model file.
   f. Other Disciplines: Revit® BIM Model and associated working plan views.

1) Plan views contain overall and enlarged plan section view set-up showing all device locations and general annotation.
2) All details, detail annotation and references are omitted and not part of the model file
3) The Revit All details, detail annotation, and references are omitted and not part of the model file.

2. Revit® BIM Model file provided to Contractor is NOT FOR CONSTRUCTION PURPOSES, but convenience only. This BIM Model will consist of the original model utilized for base bid. It is Contractor responsibility to coordinate all accepted alternated, addenda, RFI, Proposal Request, and any other changes realized during procurement and construction phases. Engineer will not provide up-to-date Contract Documents or update BIM Models to Contractor unless otherwise stated within the Owner/Engineer Agreement.
3. Conformed Construction Documents: If required by Owner/Engineer Agreement, they will be provided in PDF. Conformed Construction Documents are Drawings and Specifications modified to include any Addenda issued before execution of the Contract.
   a. To the extent Conformed Construction Documents are provided to Contractor, the following provisions shall apply:
      1) Conformed Construction Documents, and related information contained therein, are provided for Contractor's convenience only and does not relieve Contractor from Contract Document requirements. Specifically, to the extent that any discrepancy or conflict exist between Issue for Bid documents, including any Addenda issued prior to execution of Contact or Modifications issued after execution of Contact on the one hand, and Conformed Construction Documents on the other; Issue for Bid documents Addenda, and Modifications shall control unless otherwise specified in writing by Engineer.
      2) Contractor shall not use such Drawings, documents, or other data, in whole or in part, for any purpose or project other than this Project, in preparation of Shop Drawings and other submittals.
      3) Contractor acknowledges that such Drawings, documents, or other data obtained prior to use by them for any purpose.
      4) Any Conformed Construction Documents, including any Drawings Specifications, documents, or other data related thereto, are provided "as is" without representation or warranty by Engineer, either expressed or implied.
      5) Contractor acknowledges that Conformed Construction Documents provide by Engineer are as courtesy to Contractor at their specific request, and accordingly, CONTRACTOR HEREBY AGREES TO RELEASE, HOLD HARMLESS, DEFEND, AND INDEMNIFY ENGINEER AND OWNER FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, WHICH CONTRACTOR OR ANY THIRD PARTY MAY HAVE BY REASON OF ANY INJURY OR DAMAGE SUSTAINED BY CONTRACTOR OR THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF SUCH CONFORMED CONSTRUCTION DOCUMENTS.

1.6 REQUEST FOR INFORMATION (RFI)

A. RFI requests from subcontractors or material suppliers will not be considered.
B. Information indicated on RFI shall be complete before submission. If Engineer determines request can be answered with information provided, Engineer will assign RFI tracking number. If Engineer determines request is not an RFI, request will be returned to Contractor electronically and deleted from Engineer's electronic tracking software without assigning an RFI tracking number. A transmittal document returning denied RFI request will be provided with a response indicating action to be taken by Contractor.
C. RFIs may contain more than 1 item when items are related. Otherwise, only 1 item shall be addressed on each RFI request.
D. Allow 7 days for Engineer's response to each RFI.
E. Response to RFI will be issued to Contractor and Owner per Section 01 33 00 "Submittal Procedures."
F. Responses from Engineer are not changes unless issued with a change per Section 01 20 00 "Price and Payment Procedures."

1.7 PROGRESS MEETINGS

A. Schedule and administer monthly meetings throughout Work progress at minimum.
B. Engineer will arrange meetings, prepare agenda with copies for participants, preside at meetings.
C. Attendance Required:
    1. Owner.
    2. Job superintendent.
    3. Major subcontractors.
    4. Suppliers.
    5. Engineer.
    6. As appropriate to agenda topics for each meeting.
D. Agenda:
    1. Review minutes of previous meetings.
    2. Review Work progress.
    3. Field observations, problems, and decisions.
    4. Identify problems which impede planned progress.
    5. Review submittal schedule and status of submittals.
    6. Review off-site fabrication and delivery schedules.
    7. Maintenance of progress schedule.
    8. Corrective measures to regain projected schedules.
    9. Planned progress during succeeding Work period.
    10. Coordinate projected progress.
    11. Maintenance of quality and work standards.
    12. Effect of proposed changes on progress schedule and coordination.
    13. Testing.
    14. Other business relating to Work.
E. Record minutes and distribute copies within 5 days to Engineer, participants, and those affected by decisions made.

1.8 PREINSTALLATION MEETING

A. When required in individual Specifications, convene a preinstallation meeting at site before installing Work.
B. Require attendance of parties directly affecting, or affected by, Work.
C. Notify Engineer 14 days in advance of meeting date.
D. Prepare agenda and preside at meeting.
   1. Review conditions of installation, preparation, and installation procedures.
   2. Review coordination with related work.
E. Record minutes and distribute copies within 5 days after meeting to participants and copy Engineer.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittals.
   2. Bar Gantt chart schedules.
   3. Review and evaluation.
   4. Updating schedules.
   5. Distribution.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Post as electronic file to Project website.

B. Submit initial progress schedule for Engineer review within 15 days after established Notice to Proceed date.

C. Schedule Updates:
   1. Submit with each Application for Payment.
   2. Projected and actual percent of completion.
   3. Completion progress by listed activity and subactivity to within 5 working days prior to submittal.
   4. Changes in Work scope and activities modified since submittal.
   5. Delays in submittals or resubmittals, deliveries, or Work.
   6. Revised projections of progress and completion.

D. Narrative Progress Report:
   1. Submit with each Application for Payment.
   2. Summary of Work completed during past period between reports.
   3. Work planned during next period.
   4. Explanation of differences between summary of Work completed and Work planned in previously-submitted report.
   5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
   6. Corrective action taken or proposed.

1.3 BAR GANTT CHART SCHEDULES

A. Format Bar Gantt chart Schedule to include at least:
   1. Identification and listing, in chronological order, activities reasonably required to complete Work including:
      a. Subcontract Work.
      b. Major equipment design, fabrication, factory testing, and delivery dates including required lead times.
      c. Move-in and other preliminary activities.

d. Equipment and equipment system test and startup activities.
e. Project closeout and cleanup.
f. Work sequences, constraints, and milestones.

2. Listings identified by Specification Section number.
3. Identification of:
   a. Horizontal time frame by year, month, and week.
   b. Duration, early start, and completion for each activity and subactivity.
   c. Critical activities and Project float.
   d. Sub-schedules to further define critical portions of Work.

1.4 REVIEW AND EVALUATION

A. Participate in joint review and evaluation of schedules with Engineer at each Progress Meeting or Application for Payment submittals.
B. Evaluate Project status to determine Work behind and ahead of schedule.
C. After review, revise schedules incorporating results of review and resubmit within 10 days.

1.5 UPDATING SCHEDULES

A. Maintain schedules to record actual start and finish dates of completed activities.
B. Indicate progress of each activity to date of revision with projected completion date of each activity. Update schedules to depict current status of Work.
C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
D. Upon approval of Change Order, include change in next schedule submittal.
E. Indicate changes required to maintain Date of Substantial Completion.
F. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and effect.

1.6 DISTRIBUTION

A. Following joint review, distribute copies to subcontractors, suppliers, Engineer, Owner, and other concerned parties.
B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Submittal procedures.
   2. Resubmittal requirements.
   3. Proposed products list.
   4. Requirements for complete shop drawings.
   5. Product data.
   6. Samples.
   7. Test reports.
   8. Certificates.
   9. Manufacturer instructions.
   10. Manufacturer field reports.

B. Related Requirements:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTAL PROCEDURES

A. Submit to Engineer for review to check for conformance with information given and design concept expressed in Contract Documents.

B. Produce copies and distribute in accordance with this Article.

C. Use Project website to submit record documents as described in Section 01 70 00 "Execution and Closeout Requirements."

D. Transmit each submittal separately with Contractor's standard transmittal letter including Contractor name, address, and phone number. Each Submittal shall contain only one Specification Section.

E. Sequentially number transmittal forms using Section number or Contractor’s sequential numbering system.

F. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number appropriate to Submittal.

G. Apply Contractor's stamp, signed or initialed certifying review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is per requirements of Work and Contract Documents.

H. Schedule Submittals to expedite Project and deliver to Engineer. Coordinate submission of related items.

I. For each Submittal for review, allow 10 working days excluding delivery time to and from Contractor.

J. Identify variations from Contract Documents and product or system limitations detrimental to successful performance of completed Work. Information, comments, field verifications, responses, or other notations marked on Submittals by Contractor shall be in blue or green colors only.

K. Distribute copies of reviewed Submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

L. Unrequested Submittals will not be recognized or processed.

M. Format:
1. Submit all Submittals digitally using PDF file extension. Each Submittal shall be a single PDF file including transmittal letter. Multiple files for same Submittal will not be accepted.
2. Submittals in any other format, including ZIP files, will be rejected.
3. Hard copies, not accepted.
4. To ensure each page is legible, PDF pages of Drawings shall be same size/scale as hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
5. Upload Submittals to Project website.

N. Submittal procedures described herein apply to construction progress schedule, products list, Shop Drawings, product data, samples (actual samples and digital files of same), design data, test reports, certificates, manufacturer's instructions and field reports, erection Drawings, RFIs, and other Submittals submitted to Engineer.

1.3 RESUBMITTAL REQUIREMENTS

A. Revise Submittals as required and resubmit to meet requirements specified and noted on submittal reviews.
B. Mark as *Resubmittal*.
C. Reuse original transmittal number and supplement with sequential alphabetical or numeric suffix for each Resubmittal.

1.4 PROPOSED PRODUCTS LIST

A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 REQUIREMENTS FOR COMPLETE SHOP DRAWINGS

A. Printable Image Size: Minimum 8.5 by 11 inches, maximum 30 by 42 inches.
B. Draw details to a noted scale.
C. Draw site plans to same scale indicated on Contract Drawings.
D. Engineer-issued Construction Documents (electronic or paper format) cannot be used in any shape, form, or fashion in creating and developing Shop Drawings, except electronic files containing floor, site plans, or layout plans purchased from Engineer may be used as backgrounds for Contractor, subcontractors, sub-subcontractors, and material suppliers in Shop Drawing process.

1.6 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to Project.
B. Include recommendations for application and use, and reference to compliance with specified standards of trade associations and testing agencies.
C. After review, distribute per Article 1.2 "Submittal Procedures," and provide copies for Record Documents described in Section 01 70 00 "Execution and Closeout Requirements."

1.7 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of product with integral parts and attachment devices. Accompany physical sample with color digital image (photo or scanned PDF) of sample. Coordinate sample Submittals for interfacing work.
B. Unless otherwise specified, submit samples of finishes from manufacturer's full range of standard colors, textures, and patterns, for Engineer selection.
C. Where variations in color, pattern, or texture are inherent in material or product, submit multiple samples to indicate approximate range or variations.
D. Include full Project information and identification of manufacturer, model number, type, style and color on each sample.
E. Submit number of samples specified in individual Specifications, one retained by Engineer.
F. Reviewed samples which may remain as part of Work indicated in individual Specifications.
G. Do not use Samples for testing unless specifically stated in individual Specifications.

1.8 TEST REPORTS

A. Submit for Engineer’s knowledge as Contract Administrator or Owner.
B. Submit test reports for information to assess conformance with information given and design concept expressed in Contract Documents.

1.9 CERTIFICATES

A. When specified in individual Specifications, submit certification by manufacturer, installation/application subcontractor, or Contractor, to Engineer.
B. Indicate material or product conforms to/exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.10 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specifications, submit manufacturer-printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
B. Identify conflicts between manufacturers' instructions and Contract Documents.
C. Indicate special procedures, conditions requiring special attention and special environmental criteria required for application or installation.

1.11 MANUFACTURER'S FIELD REPORTS

A. Submit reports for Engineer's benefit as contract administrator or for Owner.
B. Submit report within 30 days of observation to Engineer for information.
C. Submit for information to assess conformance with information given and design concept expressed in Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Quality control.
   2. Tolerances.
   3. References.
   4. Mockup requirements.
   5. Testing and inspection services.
   6. Manufacturer's field services.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 QUALITY CONTROL

A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturer’s instructions. If manufacturer’s instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Perform Work using persons qualified to produce required and specified quality.

D. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.

E. Supervise performance of Work to ensure Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturer's recommended tolerances and tolerance requirements in reference standards. When 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 standard except when more rigid requirements are specified or required by applicable codes.

B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.

C. Obtain copies of standards and maintain onsite when required by product Specifications.

D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
E. Neither contractual relationships, duties, or responsibilities of parties in Contract, nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 TESTING AND INSPECTION SERVICES

A. Contractor will employ and pay for specified services of an independent firm to perform testing and inspection.
B. Independent firm will perform tests, inspections, and other services specified in individual Specifications and as required by Engineer.
C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-site testing as required by Engineer.
D. Submit reports to Engineer, indicating observations and results of tests and compliance or noncompliance 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 before expected time for operations requiring services.
    2. Pay for additional samples and tests required for Contractor use.
F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work per requirements of Contract Documents.
G. Retesting or Re-inspection Required Because of Nonconformance with Specified or Indicated Requirements: Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
H. Independent Firm Responsibilities:
    1. Test samples of mixes submitted by Contractor.
    2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
    3. Perform indicated sampling and testing of products per specified standards.
    4. Ascertain compliance of materials and mixes with Contract Document requirements.
    5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
    6. Perform additional tests required by Engineer.
    7. Attend preconstruction and progress meetings.
I. Independent Firm Reports. After each test, promptly submit report to Engineer and Contractor and provide interpretation of test results. Include:
    1. Date issued.
    2. Project title and number.
    3. Name of inspector.
    4. Date and time of sampling or inspection.
    5. Identification of product and Specifications.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.

1.6 MANUFACTURER'S FIELD SERVICES

A. When specified in individual Specifications, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, equipment startup, testing, adjusting, and balancing equipment, commissioning, and other as applicable, and initiate instructions when necessary.
B. Submit qualifications of observer to Engineer 30 days before required observations. Observer is subject to Engineer approval.
C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
D. Refer to Section 01 33 00 "Submittal Procedures," Article 1.11 - Manufacturer's Field Reports.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 43 26 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Selection and payment.
   2. Contractor submittals.
   3. Laboratory responsibilities.
   4. Laboratory reports.
   5. Limits on testing laboratory authority.
   6. Contractor responsibilities.
   7. Schedule of inspections and tests.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.

B. ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.

C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing/Inspection of Soil and Rock as Used in Engineering Design and Construction.

D. ASTM E329 - Standard Specification for Minimum Requirements for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.

E. ISO/IEC 17025.

1.3 SELECTION AND PAYMENT

A. Contractor shall employ and pay for services of an independent testing laboratory to perform specified inspection and testing.

B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work per Contract Document requirements.

1.4 QUALITY ASSURANCE

A. Comply with requirements of ASTM C1077, D3666, D3740, E329, and ISO/IEC 17025.

B. Laboratory: Authorized to operate in State of Texas.

C. Laboratory Staff: Maintain a full-time, on-staff, registered Engineer to review services.

1.5 CONTRACTOR SUBMITTALS

A. Before starting Work, submit testing laboratory name, address, and phone number, as well as names of full-time registered Engineer and responsible officer.

B. Submit copy of laboratory facility inspection report made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with remedy memorandum of deficiencies, reported by inspection.

C. Submit Testing Laboratory firm's reports to the distribution list the Engineer provided at preconstruction conference, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
D. Testing and employment of testing agency or laboratory does not relieve Contractor from performing Work to Contract requirements.
E. Retest/reinspect required because of non-conformance to specified requirements using same testing agency or laboratory. Payment for retesting is Contractor responsibility.

1.6 LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Contractor.
B. Provide qualified personnel onsite. Cooperate with Engineer and Contractor in service performance.
C. Perform specified inspection, sampling, and testing of Products per specified standards.
D. Ascertain compliance of materials and mixes with Contract Document requirements.
E. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or Products.
F. Perform additional inspections and tests required by Engineer.
G. Attend pre-construction conferences.

1.7 LABORATORY REPORTS

A. After each inspection and test, promptly distribute reports to distribution list provided by Engineer at preconstruction conference.
B. Include:
    1. Date issued.
    2. Project title and number.
    3. Name of inspector.
    4. Date and time of sampling or inspection.
    5. Identification of product and Specification Section.
    6. Location in Project.
    7. Type of inspection or test.
    8. Date of test.
    9. Results of tests.
    10. Conformance with Contract Documents.
C. When requested by Engineer, provide interpretation of test results.

1.8 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge Contract Document requirements.
B. Laboratory may not approve or accept any portion of Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop the Work.

1.9 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to use which require testing along with proposed mix designs.
B. Cooperate with laboratory personnel and provide access to Work and manufacturer facilities.

C. Provide incidental labor and facilities to provide access to Work to test, obtain, and handle samples at site or source of products to test, facilitate tests and inspections, storage, and curing test samples.
D. Notify Engineer and laboratory 24 hours before expected time for operations requiring inspection and testing services.
E. Pay costs of testing laboratory services from Allowance specified in Section 01 20 00 "Price and Payment Procedures" on Engineer approval of invoices.
F. Employ services of a separate qualified testing laboratory, arrange with laboratory, and pay for additional samples and tests required by Contractor beyond specified requirements.

1.10 SCHEDULE OF INSPECTIONS AND TESTS

A. As indicated in individual Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Temporary Utilities:
a. Electricity.
b. Lighting.
c. Heating.
d. Cooling.
e. Ventilation.
f. Communication services.
g. Water.
h. Sanitary.
2. Construction Facilities:
a. Field offices and sheds.
b. Employee residential occupancy.
c. Vehicular access.
d. Parking.
e. Progress cleaning.
f. Project identification.
g. Traffic regulation.
3. Temporary Controls:
a. Barriers.
b. Fencing.
c. Enclosures.
d. Security.
e. Water control.
f. Dust control.
g. Erosion and sediment control.
h. Noise control.
i. Pest and rodent control.
j. Pollution control.
k. Protect Work.
4. Remove utilities, facilities, and controls.

B. Related Requirements:
1. Other Divisions 01 Specification Sections apply to Work of this Section.

1.2 ELECTRICITY

A. Provide and pay for required power service from existing electrical utility source.

1.3 LIGHTING

A. Do not utilize permanent building lighting during construction. Provide and maintain 1-watt-per-square-foot lighting to exterior staging and storage areas after dark for security purposes.

B. Provide and maintain 0.25-watt-per-square-foot HID lighting to interior work areas after dark for security purposes.
C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps, as required.
D. Maintain lighting and provide routine repairs.

1.4 VENTILATION

A. Ventilate enclosed areas to assist cure of materials, dissipate humidity, and prevent accumulation of dust, fumes, vapors, or gases.
B. Provide temporary fan units required to maintain clean air for construction operations.

1.5 COMMUNICATION SERVICES

A. At minimum, provide cell phone service for onsite superintendent and home office phone service.

1.6 WATER

A. Provide, maintain, and pay for suitable quality water service required for construction operations. Extend branch piping with outlets located so water is available by hoses with threaded connections.

1.7 SANITARY

A. Provide and maintain required facilities and enclosures.
B. Do not use existing facilities.

1.8 FIELD OFFICES AND SHEDS

A. Office
    1. Construction
        a. Portable/mobile building(s) or buildings constructed with floors raised above ground, securely fixed to foundations with steps and landings at entrance doors.
        b. Structurally-sound, secure, weathertight enclosure to maintain environmental conditions specified.
        c. Maintain during progress of Work.
        d. Temperature Transmission Resistance of Floors, Walls, and Ceilings: Compatible with occupancy and storage requirements.
        e. Exterior Materials: Weather resistant.
        f. Interior Materials in Offices: Sheet-type materials for walls and ceilings, prefinished or painted, resilient floors and bases.
    2. Lighting: Exterior lighting at entrance doors.
    3. Fire Extinguishers: Provide appropriate-type fire extinguisher at each building.
    4. Provide separate workstation, similarly equipped and furnished, for Engineer use.
    5. Office Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.
B. Storage Areas and Sheds
    1. Size storage per Specifications allowing for access and orderly provision for product maintenance and inspection.

2. Fire Extinguishers: Appropriate-type fire extinguisher at each storage area.
3. Interior Materials in Storage Sheds: As required to provide specified environmental conditions for storage of products.
4. Heating and Ventilation: As required to maintain products per Contract Documents.
5. Lighting: As required for maintenance and inspection of products.

C. Prepare: Fill/grade sites for temporary structures sloped for drainage away from buildings.
D. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.
E. Maintenance and Cleaning
1. Weekly janitorial services for offices, periodic cleaning and maintenance for office and storage areas.
2. Maintain approach walks free of mud, water, and snow.
F. Removal: At Work completion remove buildings, foundations, utility services, and debris. Restore areas to original conditions.

1.9 EMPLOYEE RESIDENTIAL OCCUPANCY

A. Not allowed on Owner property.

1.10 VEHICULAR ACCESS

A. Construct temporary all-weather access roads from public thoroughfares to serve construction area, width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
C. Extend and relocate vehicular access as Work progress requires, providing necessary detours for unimpeded traffic flow.
D. Location as indicated on Drawings.
E. Provide unimpeded access for emergency vehicles. Maintain 20-foot-wide driveways with turning space between and around combustible materials.
F. Provide and maintain access to fire hydrants and control valves free of obstructions.
G. Provide means of removing mud from vehicle wheels before entering public streets.
H. Do not use existing onsite roads for construction traffic.
I. Verify with local Authorities Having Jurisdiction regarding temporary fire lanes and related access.

1.11 PARKING

A. Construct temporary gravel-surfaced parking areas to accommodate construction personnel.
B. Locate as approved by Engineer.
C. When Site space is not adequate, provide additional off-site parking.

D. Use of existing on-site streets and driveways for construction traffic is not permitted.
E. Using designated areas of existing parking facilities by construction personnel is not permitted.
F. Do not allow heavy or tracked vehicles or construction equipment in parking areas.
G. Do not allow vehicle parking on existing pavement.
H. Designate one parking space for Engineer.
I. Permanent Pavements And Parking Facilities
1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.

2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.
3. Use of permanent parking structures not permitted.

J. Maintenance
1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
2. Maintain existing and permanent paved areas used for construction. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

K. Removal, Repair
1. Remove temporary materials and construction at Substantial Completion.
2. Remove underground work and compacted materials to 2-foot depth. Fill and grade site as specified.
3. Repair existing facilities damaged by use, to original condition.

L. Mud from Site Vehicles: Provide way to remove mud from wheels before entering streets.

1.12 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain a clean and orderly site.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing space.

C. Sweep and vacuum interior areas clean before surface finishing and continue cleaning to eliminate dust.

D. Remove waste materials, debris, and rubbish from site and dispose off-site as required to maintain clean site.

1.13 PROJECT IDENTIFICATION

A. Project Identification Sign
1. Size: Provide one 8 feet wide by 4 feet high.
2. Materials: 3/4-inch-thick exterior-grade plywood and solid-wood frame.
3. Background Paint: Exterior quality, two coats; sign background of olor as selected.
4. Lettering: Exterior paint of quality adequate to withstand weathering, fading, and chipping for construction duration, contrasting colors as selected with exhibit lettering by professional sign painter.
5. Lettering: Precut vinyl self-adhesive products, white.
6. Design: Design indicated in Drawings.
7. Content:
   a. Project title, as indicated on Contract Documents.
   b. Owner’s name and logo.
   c. Names and titles of Engineer and consultants.
   d. Name of Prime Contractor.
   e. Name of major subcontractors.
8. Lettering: Series C of Standard Alphabet for Traffic Control Devices *Manual on Uniform Traffic Control Devices for Streets and Highways*, Federal Highway Administration.

B. Project Informational Signs
1. If required by other documents or Specifications, provide weather-protected signs for site-safety procedures, wage rates, and stormwater pollution prevention plan (SWPPP).
2. Erect sign on or adjacent to field office, if required.

C. Design sign and structure to withstand 90-mile-per-hour wind velocity.
D. Installation
   1. Install Project identification sign within 15 days after date fixed by Notice to Proceed.
   2. Erect at designated location.
   3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
   4. Install sign surface plumb and level with butt joints. Anchor securely.
   5. Paint exposed surfaces of sign supports and framing.
E. No other signs allowed without Owner permission except those required by law.
F. Maintain clean signs and supports. Repair deterioration and damage.
G. Remove signs, framing, supports, and foundations at completion of Project and restore area.

1.14 TRAFFIC REGULATION

A. Contractor Responsibilities
   1. Provide Traffic Control Plan (TCP) as necessary for phased construction.
   2. TCP must be signed and sealed by a professional engineer licensed in [Texas].
   3. Designate a responsible individual for TCP replacement and maintenance.
B. Signs, Signals, And Devices
   1. Post- and Wall-Mounted Traffic Control and Informational Signs: As approved by authority having jurisdiction, Texas Manual on Uniform Traffic Control Devices (TMUTCD), and/or TxDOT Standards shown in Plans.
   2. Traffic Control Signals: As approved by local jurisdictions.
   3. Traffic Cones and Drums: As approved by authority having jurisdiction.
   4. Flares and Lights: As approved by authority having jurisdiction.
   5. Flagperson Equipment: As required by authority having jurisdiction.
C. Flagpersons: Provide trained and equipped flagpersons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
D. Flares and Lights: Use during hours of low visibility to delineate traffic lanes and guide traffic.

E. Haul Routes
   1. Consult with authority having jurisdiction, establish public thoroughfares to use for haul routes and site access.
   2. Drawings indicate haul routes designated by authorities having jurisdiction for use of construction traffic.
   3. Confine construction traffic to designated haul routes.
   4. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.
F. Traffic Signs And Signals
   1. Provide signs at approaches to Site and on-site, crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
   2. Provide, operate, and maintain automatic traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor operations.
   3. Relocate as Work progresses to maintain effective traffic control.
G. Removal
   1. Remove equipment and devices when no longer required.
   2. Repair damage caused by installation.

3. Remove post settings to 2-foot depth.

1.15 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas as well as protect existing facilities and adjacent properties from damage from construction operations. Allow for Owner's use of Site.
B. Provide barricades and covered walkways required by authorities having jurisdiction for:
   1. Public rights-of-way.
   2. Public access to existing building.
C. Replace damaged items condition to original condition and protect items designated to remain:
   1. Trees.
   2. Shrubbery.
   3. Lawns.
D. Protect Site improvements including but not limited to pavements, walkways, and drainage structures from damage. Replace damaged site improvements to original condition.
E. Protect non-owned vehicular traffic and stored materials from damage.

1.16 FENCING

A. Construction: Commercial-grade chain-link fence.
B. Provide 6-foot-high fence around construction site equipped with vehicular and pedestrian gates with locks.

1.17 ENCLOSURES

A. Provide temporary insulated weathertight closure of exterior openings to accommodate acceptable working conditions and protection for products, allow temporary heating, cooling, ventilation, and maintenance of required ambient temperatures identified in individual Specifications, and prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.18 SECURITY

A. Security Program
   1. Protect Work andexisting premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at Project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.
B. Entry Control
   1. Restrict entrance of persons and vehicles into Project Site.
   2. Allow entrance only to authorized persons with proper identification.
   3. Maintain log of workers and visitors and make available to Owner on request.

1.19 WATER CONTROL

A. Grade site to drain.
B. Maintain excavations free of water.
C. Provide, operate, and maintain pumping equipment.
D. Protect Site from puddling and running water. Provide water barriers required to protect site from soil erosion.

E. Provide water barriers required to protect existing buildings from puddling, ponding, or other water accumulation that may damage foundations or other subsurface construction.

1.20 DUST CONTROL

A. Execute Work to minimize raising dust from construction operations.
B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

1.21 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction to control surface drainage from cuts, fills, borrow, and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.
C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow resulting in erosion.
D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
F. Comply with site Section 01 57 23 "Temporary Stormwater Pollution Control."

1.22 NOISE CONTROL

A. Provide methods, means, and facilities to minimize disruption of Owner operations and activities due to noise produced by construction operations**.**
B. Conduct activities to produce noise that may interfere with Owner operations and activities only when agreed to by Owner**.**

1.23 PEST AND RODENT CONTROL

A. Provide methods, means, and facilities to prevent the following from damaging Work:
   1. Pests.
   2. Insects.
   3. Rodents.

1.24 POLLUTION CONTROL

A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

1.25 PROTECT WORK

A. Protect installed Work and provide special protection where specified in Specifications.
B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at openings in walls, roof, and soffits.
D. Protect finished walkways, drives, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic/activity necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

1.26 REMOVE UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary above-grade utilities, equipment, facilities, and materials as soon as permanent facilities can be utilized.
B. Remove risers for underground utilities to minimum 2-foot depth and cap.
C. Remove buried equipment, facilities, and materials completely to minimum 2-foot depth and cap.
D. Backfill excavations as specified in other sections and grade site as indicated.
E. Clean and repair damage caused by installation or temporary Work.
F. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
G. Remove when no longer needed:
    1. Office.
    2. Storage sheds.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 57 23 - TEMPORARY STORMWATER POLLUTION CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Contractor responsibilities.
   2. Submittals.
   3. Erosion and sediment controls.

B. Related Requirements:
   1. Local jurisdiction requirements.
   2. Division 01 Specification Sections apply to Work of this Section.

1.2 CONTRACTOR RESPONSIBILITIES

A. Contractor is solely responsible for meeting all TCEQ and EPA requirements for stormwater pollution prevention:
   1. Develop a Stormwater Pollution Prevention Plan (SWPPP) if not provided;
   2. File Notice of Intent (NOI) and include Owner as an "Operator;"
   3. Install and maintain all erosion control measures and best management practices (BMPs);
   4. Perform inspections and prepare reports; and
   5. File Notice of Termination (NOT).

1.3 SUBMITTALS

A. Submit to Engineer, SWPPP, Submittal Procedures, and all other related documentation conforming to Section 01 33 00 "Submittal Procedures."

1.4 EROSION AND SEDIMENT CONTROLS

A. Implement structural measures to divert flows from exposed soils, temporarily store flows, or otherwise limit run-off and discharge of pollutants from exposed areas of site. Timely implement structural practices as specified in SWPPP during construction to minimize erosion and sediment run-off.

B. Stabilized Ingress/Egress:
   1. Provide stabilized access to/from construction site as soon as practical per SWPPP.
   2. Ensure any soil tracked off-site is cleaned from existing roads, alleys, and any adjacent properties as soon as possible. Check for any pollutants (mud, silt, sand, cement, construction materials, etc.) tracked or washed off-site and perform necessary clean-up measures at the end of each work day.

C. Silt Fences/Diversion Berms: Provide as a temporary structural practice to minimize erosion and sediment runoff, as necessary. Properly install silt fences and/or diversion berms to effectively retain sediment immediately after completing each phase of Work where erosion would occur as sheet and rill erosion (clearing and grubbing, excavation, embankment, grading, etc.).

D. Sand/Gravel Bags: Provide as a temporary structural practice to minimize erosion and sediment runoff. Properly place bags to effectively retain sediment immediately after completing each phase of Work (clearing and grubbing, excavation, embankment, grading, etc.) in each independent runoff area (after clearing and grubbing between ridge and drain, place bags as Work progresses, remove/replace/relocate bags as needed for Work to progress in drainage area). Replace sand/gravel bags no longer in good condition, as needed.

E. Site Stabilization:
   1. Minimize surface area of base soil material at one time.
   2. Implement necessary stabilization measures including:
      a. Temporary/permanent seeding/sodding;
      b. Mulching;
      c. Geotextiles;
      d. Vegetative buffer strips;
      e. Paving;
      f. Rock riprap; and/or
      g. Rock-filled gabions.
      h. Inlet protection.
   3. Implement stabilization measures per SWPPP.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Products.
   2. Product delivery requirements.
   3. Product storage and handling requirements.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 PRODUCTS

A. At minimum, comply with specified requirements and reference standards.

B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.

C. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm manufacturer production capacity can provide sufficient product, on time, to meet Project requirements.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products per manufacturer instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products. Prevent soiling, disfigurement, or damage.

D. Owner will not assist in offloading or accepting product deliveries.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products per manufacturer instructions.

B. Store products with seals and labels intact and legible.

C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.

D. For exterior storage of fabricated products, place products on sloped supports above ground.

E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

G. Provide equipment and personnel to store products. Prevent soiling, disfigurement, or damage.

H. Arrange product storage to permit access for inspection. Periodically inspect to verify products are undamaged and maintained in acceptable condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surveying.
   2. Closeout procedures.
   3. Starting systems.
   4. Demonstration and instructions.
   5. Testing, adjusting, and balancing.
   6. Project record documents.
   7. Operation and maintenance data.
   8. Manual for materials and finishes.
   9. Manual for equipment and systems.
   10. Spare parts and maintenance products.
   11. Product warranties and product bonds.
   12. Examination.
   13. Preparation.
   14. Execution.
   15. Protecting installed construction.
   16. Final cleaning.

B. Related Sections:
   1. Other Division 01 Specification Sections apply to Work of this Section.

1.2 SURVEYING

A. Employ land surveyor registered in State of Texas and acceptable to Engineer.

B. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.

C. Control datum for survey is indicated on Drawings.

D. Verify setbacks, easements, and rights of way. Confirm Drawing dimensions and elevations.

E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.

F. Submit copy of Site Drawing signed by land surveyor certifying elevations and locations of Work are per Contract Documents.

G. Maintain complete and accurate log of control and survey Work as Work progresses.

H. Protect survey control points before starting Site Work. Preserve permanent reference points during construction.

I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.3 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion. Complete following items before requesting Certification of Substantial Completion either for entire Work or portions of Work:
   1. Submit maintenance manuals, Project Record Documents, and other similar final record data per this Section.
   2. Complete facility startup, testing, adjusting, balancing systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified per this Section.
   3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to complete or correct, value of incomplete or nonconforming Work, reason for incompletion, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
   4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
   5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
   6. Change locks and transmit keys directly to Owner. Advise Owner's personnel of change-over in security provisions.
   7. Discontinue or change over and remove temporary facilities and services from Project Site along with construction tools, mockups, and similar elements.
   8. Perform final cleaning per this Section.

B. Substantial Completion Inspection:
   1. When Contractor considers Work substantially complete, submit to Engineer and Owner:
      a. Written certificate that Work, or designated portion, is substantially complete.
      b. List of items to complete or correct (initial punch list).
   2. Within 7 days after receipt of request for Substantial Completion, Engineer and Owner will inspect to determine if Work or designated portion is substantially complete.
   3. If Engineer and Owner determine Work is NOT substantially complete:
      a. Engineer and Owner will promptly notify Contractor, in writing, stating reasons for opinion.
      b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Engineer and Owner.
      c. Engineer and Owner will reinspect Work.
      d. Repeat until Work passes inspection.
   4. When Engineer and Owner finds Work is substantially complete, they will:
      a. Prepare Certificate of Substantial Completion on EJCDC C-625, Certificate of Substantial Completion, accompanied by Contractor's list of items to complete or correct as verified and amended by Engineer and Owner (final punch list).
      b. Submit Certificate to Owner and Contractor for written acceptance of responsibilities assigned in Certificate.
   5. After Work is substantially complete:
      a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.

b. Complete Work listed for completion or correction within time stipulated.

C. Prerequisites for Final Completion. Complete following items before requesting final acceptance and final payment:
1. When Contractor considers Work complete, submit written certification that:
a. Contract Documents were reviewed.
b. Work was examined for compliance with Contract Documents.
c. Work was completed per Contract Documents.
d. Work is complete and ready for final inspection.
2. Submit:
a. Final punch list indicating all items are complete or correct.
b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations, where required.
c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
d. Accounting statement for final changes to Contract Sum.
e. Contractor's Affidavit of Payment of Debts and Claims on Contractor form.
f. Contractor Affidavit of Release of Liens on Contractor form.
g. Consent of Surety to Final Payment on Contractor form.
3. Perform final cleaning for Contractor-soiled areas per this Section.

D. Final Completion Inspection:
1. Within 7 days after receipt of request for final inspection, Engineer and Owner will inspect to determine if Work or designated portion is complete.
2. If Engineer and Owner consider Work incomplete or defective:
a. Engineer and Owner will promptly notify Contractor, in writing, listing incomplete or defective Work.
b. Contractor shall remedy stated deficiencies and send second written request to Engineer and Owner that Work is complete.
c. Engineer and Owner will reinspect Work.
d. Redo and Inspect Deficient Work: Repeated until Work passes inspection.
e. Engineer and Owner inspection.

1.4 STARTING SYSTEMS

A. Coordinate schedule for startup of various equipment and systems.
B. Notify Engineer 7 days before startup of each item.
C. Verify each piece of equipment or system was checked for proper lubrication, drive rotation, belt tension, control sequence, and conditions which may cause damage.
D. Verify tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
E. Verify wiring and support components for equipment are complete and tested.
F. Execute startup under supervision of manufacturer representative or Contractor personnel per manufacturer's instructions.
G. When specified in individual Specifications, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation before startup and supervise placing equipment or system in operation.
H. Submit a written report per Section 01 33 00 "Submittal Procedures," that equipment or system has properly installed and functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance (O&M) of products to Owner personnel 2 weeks before date of Substantial Completion.
B. Demonstrate Project equipment by manufacturer's representative who is knowledgeable about Project.
C. Use O&M manuals as basis for instruction. Review contents of manual with Owner personnel in detail to explain all aspects of operation and maintenance.
D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.
E. Prepare and insert additional data in O&M manuals when need for additional data is apparent during instruction.
F. Required instruction time for each item of equipment and system is specified in individual Specifications.

1.6 TESTING, ADJUSTING, AND BALANCING

A. Contractor will appoint and employ services of independent firm to perform testing, adjusting, and balancing. Contractor shall pay for services from cash allowance specified in Section 01 20 00 "Price and Payment Procedures."
B. Reports will be submitted by independent firm to Engineer indicating observations and results of tests and indicating compliance or noncompliance with requirements of Contract Documents.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain on-site one set of these record documents and record actual revisions to Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to Contract.
   5. Reviewed Shop Drawings, product data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.
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 not less than weekly.
E. Specifications: Legibly mark and record, at each product Section, description of actual products installed including:
   1. Manufacturer name, product model, and number.
   2. Product substitutions or alternates used.
   3. Changes made by Addenda and modifications.
F. Record Drawings. Legibly mark each item to record actual construction.
   1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in Work, and change orders.
   2. Include locations of concealed elements of Work.
   3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components parallel to utilities.
   4. Dimension ends, corners, and junctions of buried utilities to permanent facility components using triangulation.

5. Identify and locate existing buried or concealed items encountered during Project.
6. Measured depths of foundations in relation to finish floor datum.
7. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
8. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of Work.
9. Field changes of dimension and detail.
10. Details not on original Drawings.

G. Submit marked-up paper copy documents to Engineer with claim for final Application for Payment.

H. Submit PDF electronic files of marked-up documents to Engineer with claim for final Application for Payment.

1.8 OPERATION AND MAINTENANCE DATA

A. Submit in PDF composite electronic indexed file.

B. Submit data bound in 8-1/2- by 11-inch text pages, 3 D-side-ring binders with durable plastic covers.

C. Prepare binder cover with printed *Operation and Maintenance Instructions*, title of Project, and subject matter of binder when multiple binders required.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described, with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text. Fold larger Drawings to size of text pages.

F. Contents: Prepare Table of Contents (TOC) for each volume, with each product or system description identified, typed on white paper, in three parts as:

1. Part 1: Directory, listing names, addresses, and phone numbers of Engineer, Contractor, subcontractors, and major equipment suppliers.
2. Part 2: O&M instructions, arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and phone numbers of subcontractors and suppliers. Include:
    a. Significant design criteria.
    b. List of equipment.
    c. Parts list for each component.
    d. Operating instructions.
    e. Maintenance instructions for equipment and systems.
    f. Maintenance instructions for finishes including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    g. Safety precautions to take when operating and maintaining or working near equipment.
3. Part 3: Project documents and certificates, including:
    a. Shop Drawings and product data.
    b. Certificates.
    c. Originals of warranties.

1.9 MANUAL FOR MATERIALS AND FINISHES

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.

B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.

C. Submit one copy of completed volumes 15 days before final inspection. Draft copy reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required before final submission.
D. Submit two sets of revised final volumes within 10 days after final inspection.
E. Submit in PDF composite electronic indexed file of final manual within 10 days after final inspection.
F. Building Products, Applied Materials, and Finishes: Include product data with catalog number, size, composition, and color and texture designations. Include information for reordering custom-manufactured products.
G. Instructions for Care and Maintenance: Include manufacturer recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
H. Moisture Protection and Weather-Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
I. Additional requirements as specified in individual product Specifications.
J. Include listing in TOC for design data with tabbed fly sheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents before Work. Engineer will review draft and return one copy with comments.
B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within 10 days after acceptance.
C. Submit one copy of completed volumes 15 days before final inspection. Draft copy will be reviewed and returned after final inspection with Engineer comments. Revise content of document sets as required before final submission.
D. Submit two sets of revised final volumes within 10 days after final inspection.
E. Submit in PDF composite electronic indexed file of final manual within 10 days after final inspection.
F. Each System and Item of Equipment: Include description of unit/system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves with engineering data and tests, complete nomenclature, and model number of replaceable parts.
G. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications by label machine.
H. Include color-coded wiring diagrams as installed.
I. Operating Procedures: Include startup, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
J. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
K. Include servicing and lubrication schedule and list of lubricants required.
L. Include manufacturer-printed operation and maintenance instructions.
M. Include sequence of operation by controls manufacturer.
N. Include original manufacturer parts list, illustrations, assembly drawings, and diagrams required for maintenance.
O. Include control diagrams by controls manufacturer as installed.
P. Include Contractor coordination Drawings with color-coded piping diagrams as installed.

Q. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
R. Include list of original manufacturer's spare parts, current prices, and recommended quantities maintained in storage.
S. Include test and balancing reports per Section 01 40 00 "Quality Requirements."
T. Additional requirements as specified in individual product Specifications.
U. Include listing in TOC for design data with tabbed dividers and space for insertion of data.

1.11 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specifications.
B. Deliver to place in location as directed by Owner. Obtain receipt before final payment.

1.12 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed by responsible subcontractors, suppliers, and manufacturers within 10 days after completion of applicable item of Work.
B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
C. Verify documents are in proper form, contain full information, and are notarized.
D. Co-execute submittals when required.
E. Include TOC and assemble in three D-side-ring binders with durable plastic cover.
F. Submit before final Application for Payment.
G. Time of Submittals:
    1. For equipment or component parts of equipment put into service during construction with Owner permission, submit documents within 10 days after acceptance.
    2. Make other submittals within 10 days after date of Substantial Completion before final Application for Payment.
    3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within 10 days after acceptance listing date of acceptance as beginning of warranty or bond period.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing Site conditions and substrate surfaces are acceptable for subsequent Work.
B. Beginning new Work means acceptance of existing conditions.
C. Verify existing substrate can structurally support or attach new Work applied.
D. Examine and verify specific conditions described in individual Specifications.
E. Verify utility services are available with correct characteristics and in correct locations.

3.2 PREPARATION

A. Clean substrate surfaces before applying next material or substance per manufacturer instructions.

B. Seal cracks or openings of substrate before applying next material or substance.
C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner before applying new material or substance in contact or bond.

3.3 EXECUTION

A. Comply with manufacturer installation instructions performing each step in sequence. Maintain one set of manufacturer installation instructions at Project Site during installation and until completion of construction.
B. When manufacturer installation instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Verify field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
    1. Secure Work true-to-line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
    2. Physically separate products in place, provide electrical insulation, or provide protective coatings to prevent galvanic action or corrosion between dissimilar metals.
    3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual-effect choices to Engineer for final decision.
E. Allow for expansion of materials and building movement.
F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
    1. Isolate each unit of Work from incompatible Work necessary to prevent deterioration.
    2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.
    1. Refer questionable mounting heights choices to Engineer for final decision.
    2. Elements Identified as Accessible to Handicapped: Comply with applicable codes and regulations.
H. Adjust operating products and equipment to ensure smooth and unhindered operation.
I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction. Lubricate operable components recommended by manufacturer.

3.4 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified.
B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Use durable sheet materials to protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Prohibit traffic from landscaped areas.

3.5 FINAL CLEANING

A. Execute final cleaning before final Project assessment. Employ experienced personnel or professional cleaning firm.
B. Clean interior and exterior glass and surfaces exposed to view. Remove temporary labels, stains, and foreign substances. Polish transparent and glossy surfaces and vacuum carpeted and soft surfaces.
C. Clean equipment and fixtures to sanitary condition with appropriate cleaning materials.
D. Clean filters of operating equipment.
E. Clean debris from roofs, gutters, downspouts, and drainage systems.
F. Clean site. Sweep paved areas and rake landscaped surfaces clean.
G. Remove waste and surplus materials, rubbish, and construction facilities from site.

END OF SECTION

SECTION 03 10 00 - CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Form-facing material for cast-in-place concrete.
   2. Shoring, bracing, and anchoring.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 32 13 13 "Concrete Paving" for formwork related to concrete pavement and walks.

1.2 DEFINITIONS

A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.

B. Formwork: The total system of support of freshly placed concrete including the mold or sheathing that contacts the concrete as well as supporting members, hardware, and necessary bracing.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction, movement, contraction, and isolation joints
      c. Forms and form-removal limitations.
      d. Anchor rod and anchorage device installation tolerances.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following:
   1. Exposed surface form-facing material.
   2. Concealed surface form-facing material.
   3. Form ties.
   4. Form-release agent.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing and inspection agency.

B. Field quality-control reports.

C. Minutes of preinstallation conference.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads so that resulting concrete conforms to the required shapes, lines, and dimensions.
   1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
   2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:
   1. Provide continuous, true, and smooth concrete surfaces.
   2. Furnish in largest practicable sizes to minimize number of joints.
   3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" and as follows:
      a. Plywood, metal, or other approved panel materials.
      b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1 and as follows:
         1) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.

B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
   1. Provide lumber dressed on at least 2 edges and 1 side for tight fit.

2.3 RELATED MATERIALS

A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4-inch by 3/4-inch, minimum.

B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
   1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
   2. Form release agent for form liners shall be acceptable to form liner manufacturer.

C. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic, or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
   1. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

A. Comply with ACI 301.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated within tolerance limits of ACI 117, and to comply with the Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" for as-cast finishes.

C. Limit concrete surface irregularities as follows:
   1. Surface Finish-2.0: ACI 117 Class B, 1/4-inch.

D. Construct forms tight enough to prevent loss of concrete mortar.
   1. Minimize joints.
   2. Exposed Concrete: Symmetrically align joints in forms.

E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
   1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
   2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
   3. Install keyways, reglets, recesses, and other accessories for easy removal.

F. Do not use rust-stained, steel, form-facing material.

G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
   1. Provide and secure units to support screed strips
   2. Use strike-off templates or compacting-type screeds.

H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
   1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
   2. Locate temporary openings in forms at inconspicuous locations.

I. Chamfer exterior corners and edges of permanently exposed concrete.

J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.

K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
   1. Determine sizes and locations from trades providing such items.
   2. Obtain written approval of Engineer prior to forming openings not indicated on Drawings.

L. Construction and Movement Joints:
   1. Construct joints true to line with faces perpendicular to surface plane of concrete.
   2. Install so strength and appearance of concrete are not impaired at locations indicated or as approved by Architect.
   3. Place joints perpendicular to main reinforcement.
   4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
      a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
   5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
   6. Space vertical joints in walls as indicated on Drawings.
      a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.

M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
1. Use setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
3. Clean embedded items immediately prior to concrete placement.

3.3 REMOVING AND REUSING FORMS

A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 degrees F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

B. Clean and repair surfaces of forms to be reused in the Work.
1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
2. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
1. Align and secure joints to avoid offsets.
2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agenc to perform field tests and inspections and prepare test reports.

B. Inspections:
1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

SECTION 03 20 00 - CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Steel reinforcement bars.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction contraction and isolation joints.
      c. Steel-reinforcement installation.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Each type of steel reinforcement.
   2. Bar supports.
   3. Mechanical splice couplers.
B. Sustainable Design Submittals.
C. Shop Drawings: Comply with ACI SP-066:
   1. Include placing Drawings that detail fabrication, bending, and placement.
   2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, tie spacing, and supports for concrete reinforcement.
D. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
   1. Location of construction joints is subject to approval of the Architect.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For testing and inspection agency.
B. Material Test Reports: For the following from a qualified testing agency:
   1. Steel Reinforcement:
      a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.
   2. Mechanical splice couplers.
C. Field quality-control reports.
D. Minutes of preinstallation conference.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
   1. Store reinforcement to avoid contact with earth.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A615, Grade 60, deformed.

2.2 REINFORCEMENT ACCESSORIES

A. Joint Dowel Plate: PNA-Diamond Dowel system.
B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
   1. Manufacture bar supports from steel wire or plastic in accordance with CRSI's "Manual of Standard Practice."
      a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
C. Mechanical Splice Couplers: ACI 318 Type 2, same material of reinforcing bar being spliced; standard bar lock.
D. Steel Tie Wire: ASTM A1064, annealed steel, not less than 0.0508-inch in diameter.
   1. Finish: Plain, ASTM A884, Class A, Type 1.

2.3 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection of In-Place Conditions:
   1. Do not cut or puncture vapor retarder.
   2. Repair damage and reseal vapor retarder before placing concrete.
B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
B. Accurately position, support, and secure reinforcement against displacement.
   1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
   2. Do not tack weld crossing reinforcing bars.

C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3-times size of large aggregate, whichever is greater.
D. Provide concrete coverage in accordance with ACI 318.
E. Set wire ties with ends directed into concrete not toward exposed concrete surfaces.
F. Splices: Lap splices as indicated on Drawings.
   1. Bars indicated to be continuous and all vertical bars shall be lapped not less than 36 bar diameters at splices or 24 inches, whichever is greater.
   2. Stagger splices in accordance with ACI 318.
   3. Mechanical Splice Couplers: Install in accordance with manufacturer's instructions.

3.3 JOINTS

A. Construction Joints: Install so strength and appearance of concrete are not impaired at locations indicated or as approved by Architect.
   1. Place joints perpendicular to main reinforcement.
   2. Do not continue reinforcement across construction joints unless otherwise indicated.
B. Doweled Joints: Install dowel plates and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of plates length to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
B. Inspections:
   1. Steel-reinforcement placement.
   2. Steel-reinforcement mechanical splice couplers.

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Cast-in-place concrete, including concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 10 00 "Concrete Forming and Accessories" for form-facing materials.
   3. Section 03 20 00 "Concrete Reinforcing" for steel reinforcing bars.
   4. Section 31 20 00 "Earth Moving" for drainage fill under slabs-on-ground.
   5. Section 32 13 13 "Concrete Paving" for concrete pavement and walks.

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash; materials subject to compliance with requirements.

B. Water/Cement Ratio (w/cm): The ratio by weight of water to cementitious materials.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.
   1. Require representatives of each entity directly concerned with cast-in-place concrete to attend including the following:
      a. Contractor's superintendent.
      b. Independent testing agency responsible for concrete design mixtures.
      c. Ready-mix concrete manufacturer.
      d. Concrete Subcontractor.
   2. Review the following:
      a. Special inspection and testing and inspecting agency procedures for field quality control.
      b. Construction joints, control joints, isolation joints, and joint-filler strips.
      c. Semirigid joint fillers.
      d. Vapor-retarder installation.
      e. Anchor rod and anchorage device installation tolerances.
      f. Cold and hot weather concreting procedures.
      g. Concrete finishes and finishing.
      h. Curing procedures.
      i. Forms and form-removal limitations.
      j. Methods for achieving specified floor and slab flatness and levelness.
      k. Floor and slab flatness and levelness measurements.
      l. Concrete repair procedures.
      m. Concrete protection.

1.4 ACTION SUBMITTALS

A. Product Data: For each of the following.
   1. Portland cement.
   2. Fly ash.
   3. Blended hydraulic cement.
   4. Aggregates.
   5. Admixtures:
      a. Include limitations of use including restrictions on cementitious materials, supplementary cementitious materials, air entrainment, aggregates, temperature at time of concrete placement, relative humidity at time of concrete placement, curing conditions, and use of other admixtures.
   6. Vapor retarders.
   7. Curing materials.
      a. Include documentation from color pigment manufacturer, indicating that proposed methods of curing are recommended by color pigment manufacturer.
   8. Joint fillers.
   9. Repair materials.

B. Sustainable Design Submittals:

C. Design Mixtures: For each concrete mixture, include the following:
   1. Mixture identification.
   2. Minimum 28-day compressive strength.
   3. Durability exposure class.
   4. Maximum w/cm.
   5. Slump limit.
   6. Air content.
   7. Nominal maximum aggregate size.
   8. Indicate amounts of mixing water to be withheld for later addition at Project site if permitted.
   9. Intended placement method.
   10. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

D. Shop Drawings:
   1. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
      a. Location of construction joints is subject to approval of the Engineer.

E. Concrete Schedule: For each location of each Class of concrete indicated in "Concrete Mixtures" Article including the following:
   1. Concrete Class designation.
   2. Location within Project.
   3. Exposure Class designation.
   4. Formed Surface Finish designation and final finish.
   5. Final finish for floors.
   6. Curing process.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:
   1. Installer: Include copies of applicable ACI certificates.

2. Ready-mixed concrete manufacturer.
3. Testing agency: Include copies of applicable ACI certificates.

B. Material Certificates: For each of the following signed by manufacturers:
1. Cementitious materials.
2. Admixtures.
3. Curing compounds.
4. Bonding agents.
5. Adhesives.
6. Vapor retarders.
7. Semirigid joint filler.
8. Joint-filler strips.
9. Repair materials.

C. Material Test Reports: For the following from a qualified testing agency:
1. Portland cement.
2. Fly ash.
3. Blended hydraulic cement.
4. Aggregates.
5. Admixtures.

D. Floor surface flatness and levelness measurements report indicating compliance with specified tolerances.

E. Research Reports:
1. For concrete admixtures in accordance with ICC's Acceptance Criteria AC198.

F. Preconstruction Test Reports: For each mix design.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs Project personnel qualified as an ACI-certified Flatwork Technician and Finisher and a supervisor who is a certified ACI Flatwork Concrete Finisher/Technician or an ACI Concrete Flatwork Technician.
1. Post-Installed Concrete Anchors Installers: ACI-certified Adhesive Anchor Installer.

B. Ready-Mixed Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C94 requirements for production facilities and equipment.
1. Manufacturer certified in accordance with NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

1.7 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on each concrete mixture.
1. Include the following information in each test report:
a. Admixture dosage rates.
b. Slump.
c. Air content.
d. Seven-day compressive strength.
e. 28-day compressive strength.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Comply with ASTM C94 and ACI 301.

1.9 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 301 and ACI 306.1 and as follows.
   1. Protect concrete Work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
   2. When average high and low temperature is expected to fall below 40 degrees F for 3 successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
   3. Do not use frozen materials or materials containing ice or snow.
   4. Do not place concrete in contact with surfaces less than 35 degrees F, other than reinforcing steel.
   5. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
   1. Maintain concrete temperature at time of discharge to not exceed 95 degrees F.
   2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless modified by requirements in the Contract Documents.

2.2 CONCRETE MATERIALS

A. Cementitious Materials:
   1. Portland Cement: ASTM C150, gray.
   2. Fly Ash: ASTM C618, Class F.
   3. Blended Hydraulic Cement: ASTM C595, Type IS, portland blast-furnace slag Type IL, portland-limestone cement.

B. Normal-Weight Aggregates: ASTM C33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
   1. Alkali-Silica Reaction: Comply with one of the following:
      a. Expansion Result of Aggregate: Not more than 0.04-percent at one-year when tested in accordance with ASTM C1293.
      b. Expansion Results of Aggregate and Cementitious Materials in Combination: Not more than 0.10-percent at an age of 16 days when tested in accordance with ASTM C1567.
      c. Alkali Content in Concrete: Not more than pounds per cubic yardfour for moderately reactive aggregate or pounds per cubic yardthree for highly reactive aggregate, when tested in accordance with ASTM C1293 and categorized in accordance with ASTM C1778, based on alkali content being calculated in accordance with ACI 301.

2. Maximum Coarse-Aggregate Size: One-and-three-fourth inch nominal.
3. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C494, Type A.
2. High-Range, Water-Reducing Admixture: ASTM C494, Type F.

2.3 VAPOR RETARDERS

A. Sheet Vapor Retarder, Class A: ASTM E1745, Class A, except with maximum water-vapor permeance of not less than 20-mils--thick. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.4 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 ouncees per square yard when dry.
C. Moisture-Retaining Cover: ASTM C171, polyethylene film burlap-polyethylene sheet.
1. Color:
a. Ambient Temperature Below 50 degrees F: Black.
b. Ambient Temperature between 50 degrees F and 85 degrees F: Any color.
c. Ambient Temperature Above 85 degrees F: White.
D. Water: Potable or complying with ASTM C1602.
E. Clear, Solvent-Borne, Membrane-Forming, Curing and Sealing Compound: ASTM C1315, Type 1, Class A.

2.5 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 in accordance with ASTM D2240.
C. Bonding Agent: ASTM C1059, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
D. Epoxy Bonding Adhesive: ASTM C881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade and class to suit requirements, and as follows:
1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, in accordance with ACI 301.
1. Use a qualified testing agency for preparing and reporting proposed mixture designs, based on laboratory trial mixtures.
B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent by mass.

C. Admixtures: Use admixtures in accordance with manufacturer's written instructions.
1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing admixture in pumped concreteand concrete with a w/cm below 0.50.

2.7 CONCRETE MIXTURES

A. Class A: Normal-weight concrete used for footings, grade beams, and tie beams.
1. Exposure Class: ACI 318 F2.
2. Minimum Compressive Strength: 4,000 psi at 28 days.
3. Maximum w/cm: .50.
4. Slump Limit: 4 inches, plus or minus 1 inch.

B. Class B: Normal-weight concrete used for foundation walls.
1. Exposure Class: ACI 318.
2. Minimum Compressive Strength: 4,000 psi at 28 days.
3. Maximum w/cm: 0.50.
4. Slump Limit: 6 inches, plus or minus 1 inch for concrete with verified slump of 3 inches plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project Site.

C. Class C: Normal-weight concrete used for interior slabs-on-ground.
1. Exposure Class: ACI 318 F0.
2. Minimum Compressive Strength: 4,000 psi at 28 days.
3. Maximum w/cm: 0.45.
4. Minimum Cementitious Materials Content: Based on the requirements of ACI 301 for floors and relatee to nominal maximu aggregate sizes.
5. Slump Limit: 6 inches, plus or minus 1 inch for concrete with verified slump of 3 inches plus or minus 1 inch before adding high-range water-reducing admixture or plasticizing admixture at Project site.
6. Air Content:
a. Do not use an air-entraining admixture or allow total air content to exceed 3 percent for concrete used in trowel-finished floors.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete in accordance with ASTM C94 and ASTM C1116, and furnish batch ticket information.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of Conditions:
1. Before placing concrete, verify that installation of concrete forms, accessories, and reinforcement, and embedded items is complete and that required inspections have been performed.
2. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Provide reasonable auxiliary services to accommodate field testing and inspections, acceptable to testing agency, including the following:
   1. Daily access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Secure space for storage, initial curing, and field curing of test samples, including source of water and continuous electrical power at Project site during site curing period for test samples.
   4. Security and protection for test samples and for testing and inspection equipment at Project site.

3.3 INSTALLATION OF EMBEDDED ITEMS

A. Place and secure anchorage devices and other embedded items required for adjoining Work that is attached to or supported by cast-in-place concrete.
   1. Use setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of ANSI/AISC 303.

3.4 INSTALLATION OF VAPOR RETARDER

A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder in accordance with ASTM E1643 and manufacturer's written instructions.
   1. Install vapor retarder with longest dimension parallel with direction of concrete pour.
   2. Face laps away from exposed direction of concrete pour.
   3. Lap vapor retarder Down footings and grade beams not less than 6 inches, sealing vapor retarder to concrete.
   4. Lap joints 6 inches and seal with manufacturer's recommended tape.
   5. Terminate vapor retarder at the top of floor slabs and grade beams sealing entire perimeter to floor slabs, grade beams, or foundation walls.
   6. Seal penetrations in accordance with vapor retarder manufacturer's instructions.
   7. Protect vapor retarder during placement of reinforcement and concrete.
      a. Repair damaged areas by patching with vapor retarder material, overlapping damages area by 6 inches on all sides, and sealing to vapor retarder.

3.5 JOINTS

A. Construct joints true to line, with faces perpendicular to surface plane of concrete.
B. Construction Joints: Coordinate with floor slab pattern and concrete placement sequence.
   1. Install so strength and appearance of concrete are not impaired, at locations indicated on Drawings or as approved by Engineer.
   2. Place joints perpendicular to main reinforcement.
      a. Cut reinforcement across construction joints unless otherwise indicated.
   3. Locate joints for beams, slabs, joists, and girders at third points of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.

4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
5. Space vertical joints in walls as indicated on Drawings. Unless otherwise indicated on Drawings, locate vertical joints beside piers integral with walls, near corners, and in concealed locations where possible.
6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Control Joints in Slabs-on-Ground: Form weakened-plane control joints, sectioning concrete into areas as indicated. Construct control joints for a depth equal to at least one-fourth of concrete thickness as follows:
1. Sawed Joints: Form control joints with "early entry" proccess equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random cracks.

D. Isolation Joints in Slabs-on-Ground: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated on Drawings.
2. Terminate full-width joint-filler strips not less than 1/2-inch or more than 1-inch below finished concrete surface, where joint sealants are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints:
1. Install dowel plates and support assemblies at joints where indicated on Drawings.
2. Lubricate or asphalt coat one-half of dowel plates length to prevent concrete bonding to one side of joint.

F. Dowel Plates: Install dowel plates at joints where indicated on Drawings.

3.6 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, embedded items, and vapor retarder is complete and that required inspections are completed.
1. Immediately prior to concrete placement, inspect vapor retarder for damage and deficient installation, and repair defective areas.
2. Provide continuous inspection of vapor retarder during concrete placement and make necessary repairs to damaged areas as Work progresses.

B. Notify Engineer and testing and inspection agencies 24 hours prior to commencement of concrete placement.

C. Do not add water to concrete during delivery, at Project site, but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301, but not to exceed the amount indicated on the concrete delivery ticket.
1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

E. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness.

1. If a section cannot be placed continuously, provide construction joints as indicated.
2. Deposit concrete to avoid segregation.
3. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
4. Consolidate placed concrete with mechanical vibrating equipment in accordance with ACI 301.
    a. Do not use vibrators to transport concrete inside forms.
    b. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer.
    c. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity.
    d. At each insertion, limit duration of vibration to time necessary to consolidate concrete, and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

F. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
1. Do not place concrete floors and slabs in a checkerboard sequence.
2. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
3. Maintain reinforcement in position on chairs during concrete placement.
4. Screed slab surfaces with a straightedge and strike off to correct elevations.
5. Level concrete, cut high areas, and fill low areas.
6. Slope surfaces uniformly to drains where required.
7. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface.
8. Do not further disturb slab surfaces before starting finishing operations.

3.7 FINISHING FORMED SURFACES

A. As-Cast Surface Finishes:
1. ACI 301 Surface Finish SF-2.0: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams.
    a. Patch voids larger than 3/4-inch wide or 1/2-inch deep.
    b. Remove projections larger than 1/4-inch.
    c. Patch tie holes.
    d. Surface Tolerance: ACI 117 Class B.
    e. Locations: Apply to concrete surfaces exposed to public view.

B. Related Unformed Surfaces:
1. At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a color and texture matching adjacent formed surfaces.
2. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING FLOORS AND SLABS

A. Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Float Finish:

1. When bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operation of specific float apparatus, consolidate concrete surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats.
2. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture and complies with ACI 117 tolerances for conventional concrete.
3. Apply float finish to surfaces to receive trowel finish.

C. Trowel Finish:
1. After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel.
2. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.
3. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
4. Do not add water to concrete surface.
5. Do not apply hard-troweled finish to concrete, which has a total air content greater than 3 percent.
6. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic tile.
7. Finish surfaces to the following tolerances, in accordance with ASTM E1155, for a randomly trafficked floor surface:
   a. Slabs on Ground:
      1) Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-feet long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4-inch and also no more than 1/16-inch in 2 feet.

D. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and locations indicated on Drawings.
1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route.
2. Coordinate required final finish with Engineer before application.

3.9 INSTALLATION OF MISCELLANEOUS CONCRETE ITEMS

A. Filling In:
1. Fill in holes and openings left in concrete structures after Work of other trades is in place unless otherwise indicated.
2. Mix, place, and cure concrete, as specified, to blend with in-place construction.
3. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:
1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 6 inches high unless otherwise indicated on Drawings, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated on Drawings, or unless required for seismic anchor support.
3. Minimum Compressive Strength: 4,000 psi 3,000 psi at 28 days.

4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.
6. Prior to pouring concrete, place and secure anchorage devices.
    a. Use setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
    b. Cast anchor-bolt insert into bases.
    c. Install anchor bolts to elevations required for proper attachment to supported equipment.

3.10 CONCRETE CURING

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
    1. Comply with ACI 301 and ACI 306.1 for cold weather protection during curing.
    2. Comply with ACI 301 and ACI 305.1 for hot-weather protection during curing.

B. Curing Unformed Surfaces: Comply with ACI 308.1 as follows:
    1. Begin curing immediately after finishing concrete.
    2. Interior Concrete Floors:
        a. Floors to Receive Floor Coverings Specified in Other Sections: Contractor has option of the following:
            1) Absorptive Cover: As soon as concrete has sufficient set to permit application without marring concrete surface, install prewetted absorptive cover over entire area of floor.
                a) Lap edges and ends of absorptive cover not less than 12 inches.
                b) Maintain absorptive cover water saturated, and in place, for duration of curing period, but not less than 7 days.
            2) Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive.
                a) Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
                b) Cure for not less than 7 days.
        b. Floors to Receive Curing Compound after moist cure:
            1) Apply uniformly in continuous operation by power spray or roller in accordance with manufacturer's written instructions.
            2) Recoat areas subjected to heavy rainfall within three hours after initial application.
            3) Maintain continuity of coating, and repair damage during curing period.
            4) Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound does not interfere with bonding of floor covering used on Project.

3.11 TOLERANCES

A. Conform to ACI 117.

3.12 JOINT FILLING

A. Prepare, clean, and install joint filler in accordance with manufacturer's written instructions.
   1. Defer joint filling until concrete has aged at least one month.
   2. Do not fill joints until construction traffic has permanently ceased.
B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints.
D. Overfill joint, and trim joint filler flush with top of joint after hardening.

3.13 CONCRETE SURFACE REPAIRS

A. Defective Concrete:
   1. Repair and patch defective areas when approved by Engineer.
   2. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.
B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
   1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2-inch in any dimension to solid concrete.
      a. Limit cut depth to 3/4-inch.
      b. Make edges of cuts perpendicular to concrete surface.
      c. Clean, dampen with water, and brush-coat holes and voids with bonding agent.
      d. Fill and compact with patching mortar before bonding agent has dried.
      e. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
   2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement, so that, when dry, patching mortar matches surrounding color.
      a. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching.
      b. Compact mortar in place and strike off slightly higher than surrounding surface.
   3. Repair defects on concealed formed surfaces that will affect concrete's durability and structural performance as determined by Engineer.
D. Repairing Unformed Surfaces:
   1. Test unformed surfaces, such as floors and slabs, for finish, and verify surface tolerances specified for each surface.
      a. Correct low and high areas.

b. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

2. Repair finished surfaces containing surface defects, including spalls, popouts, honeycombs, rock pockets, crazing, and cracks in excess of 0.01-inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
3. After concrete has cured at least 14 days, correct high areas by grinding.
4. Correct localized low areas during, or immediately after, completing surface-finishing operations by cutting out low areas and replacing with patching mortar.
   a. Finish repaired areas to blend into adjacent concrete.
5. Repair defective areas, except random cracks and single holes 1-inch or less in diameter, by cutting out and replacing with fresh concrete.
   a. Remove defective areas with clean, square cuts, and expose steel reinforcement with at least a 3/4-inch clearance all around.
   b. Dampen concrete surfaces in contact with patching concrete and apply bonding agent.
   c. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate.
   d. Place, compact, and finish to blend with adjacent finished concrete.
   e. Cure in same manner as adjacent concrete.
6. Repair random cracks and single holes 1-inch or less in diameter with patching mortar.
   a. Groove top of cracks and cut out holes to sound concrete, and clean off dust, dirt, and loose particles.
   b. Dampen cleaned concrete surfaces and apply bonding agent.
   c. Place patching mortar before bonding agent has dried.
   d. Compact patching mortar and finish to match adjacent concrete.
   e. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.14 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a special inspector to perform field tests and inspections and prepare testing and inspection reports.

B. Testing Agency: Owner will engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
   1. Testing agency shall be responsible for providing curing container for composite samples on Site and verifying that field-cured composite samples are cured in accordance with ASTM C31.
   2. Testing agency shall immediately report to Engineer, Contractor, and concrete manufacturer any failure of Work to comply with Contract Documents.
   3. Testing agency shall report results of tests and inspections, in writing, to Owner, Engineer, Contractor, and concrete manufacturer within 48 hours of inspections and tests.
      a. Test reports shall include reporting requirements of ASTM C31, ASTM C39, and ACI 301, including the following as applicable to each test and inspection:

1) Project name.
2) Name of testing agency.
3) Names and certification numbers of field and laboratory technicians performing inspections and testing.
4) Name of concrete manufacturer.
5) Date and time of inspection, sampling, and field testing.
6) Date and time of concrete placement.
7) Location in Work of concrete represented by samples.
8) Date and time sample was obtained.
9) Truck and batch ticket numbers.
10) Design compressive strength at 28 days.
11) Concrete mixture designation, proportions, and materials.
12) Field test results.
13) Information on storage and curing of samples before testing, including curing method and maximum and minimum temperatures during initial curing period.
14) Type of fracture and compressive break strengths at 7 days and 28 days.

C. Batch Tickets: For each load delivered, submit three copies of batch delivery ticket to testing agency, indicating quantity, mix identification, admixtures, design strength, aggregate size, design air content, design slump at time of batching, and amount of water that can be added at Project site.

D. Inspections:
1. Headed bolts and studs.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing.
4. Curing procedures and maintenance of curing temperature.
5. Batch Plant Inspections: On a random basis, as determined by Engineer.

E. Concrete Tests: Testing of composite samples of fresh concrete obtained in accordance with ASTM C 172 shall be performed in accordance with the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards or fraction thereof.
a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C143:
a. One test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture.
b. Perform additional tests when concrete consistency appears to change.
3. Concrete Temperature: ASTM C1064/C1064M:
a. One test hourly when air temperature is 40 degrees F and below or 80 degrees F and above, and one test for each composite sample.
4. Compression Test Specimens: ASTM C31/C31M:
a. Cast and laboratory cure two sets of four 6-inch by 12-inch or 4-inch by 8-inch cylinder specimens for each composite sample.
5. Compressive-Strength Tests: ASTM C39.
a. Test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

6. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi if specified compressive strength is 5,000 psi, or no compressive strength test value is less than 10 percent of specified compressive strength if specified compressive strength is greater than 5,000 psi.
7. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
8. Additional Tests:
   a. Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed byEngineer.
   b. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42 or by other methods as directed by Engineer.
      1) Acceptance criteria for concrete strength shall be in accordance with ACI 301 section 1.6.6.3.
9. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional Work with specified requirements.
10. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

F. Measure floor and slab flatness and levelness in accordance with ASTM E1155 within 24 hours of completion of floor finishing and promptly report test results to Engineer.

3.15 PROTECTION

A. Protect concrete surfaces as follows:
1. Protect from petroleum stains.
2. Diaper hydraulic equipment used over concrete surfaces.
3. Prohibit vehicles from interior concrete slabs.
4. Prohibit use of pipe-cutting machinery over concrete surfaces.
5. Prohibit placement of steel items on concrete surfaces.
6. Prohibit use of acids or acidic detergents over concrete surfaces.

END OF SECTION

SECTION 05 40 00 - COLD-FORMED METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Load-bearing fwall framing.
   2. Formed joist framing.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 05 50 00 "Metal Fabrications" for miscellaneous steel shapes, masonry shelf angles, and connections used with cold-formed metal framing.
   3. Section 09 22 16 "Non-Structural Metal Framing."

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Cold-formed steel framing materials.
   2. Load-bearing wall framing.
   3. Verical deflection clips.
   4. Double deflection track.
   5. Floor joist framing.
   6. Post-installed anchors.
   7. Power-actuated anchors.
   8. Sill sealer gasket.

B. Shop Drawings:
   1. Indicate layout, spacings, sizes, thicknesses, and type of cold-formedsteel framing; fabrication; and and fastening and anchorage details, includingmechanical fasteners,.
   2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridges, splices, accessories, connection details, and attachment to adjoining work..

C. Delegated Design Submittals: For cold-formed steel framing.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency.

B. Welding certificates.

C. Product Certificates: For each type of code-compliance certification for studs and tracks.

D. Product Test Reports: For each listed product, for tests performed by manufacturer and witnessed by a qualified testing agency.
   1. Steel sheet.
   2. Expansion anchors.

E. Power-actuated anchors.

1. Mechanical fasteners.
2. Vertical deflection clips.
3. Miscellaneous structural clips and accessories.

F. Research Reports:
1. For nonstandard cold-formed steel framing post-installed anchors and power-actuated fasteners from ICC-ES.
2. For sill sealer gasket/termite barrier, showing compliance with ICC-ES AC380.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Qualified according to ASTM E329 for testing indicated.
B. Product Tests: Mill certificates or data from a qualified independent testing agency indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
C. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association or the Steel Stud Manufacturers Association.
D. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1, "Structural Welding Code - Steel."
2. AWS D1.3, "Structural Welding Code- Sheet Steel."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect and store cold-formed steel framing from corrosion, moisture staining, deformation, and other damage during delivery, storage, and handling as required in AISI S202,

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified Professional Engineer, as defined in Section 01 40 00 "Quality Requirements," to design cold-formed steel framing.
B. Structural Performance: Provide cold-fomed steel framing capable of withstanding design loads within limits and under conditions indicated.
1. Design Loads: As indicated on Drawings.
2. Deflection Limits: Design framing systems to withstand design loads without deflections greater than the following:
a. Exterior Load-Bearing Wall Framing: Horizontal deflection of 1/360 of the wall height.
b. Interior Load-Bearing Wall Framing: Horizontal defletion of 1/360 of the wall height under a horizontal load of 5 pound force per square feet.
c. Floor Joist Framing: Vertical deflection of 1/480 for live loads and 1/240 for total loads of the span.
3. Design framing sysems to provide for movement of framing members loccated outside the insulated building envelope without damage or over-stressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 degrees F.

4. Cold-Formed Steel Framing Standards: Unless more stringent requirements are indicated, framing complies with AISI S100 and ASTM C955.

2.2 COLD-FORMED STEEL FRAMING MATERIALS

A. Framing Members, General: Comply with ASTM C955 for conditions indicated.
B. Steel Sheet: ASTM A1003, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:
   1. Grade: As required by structural performance.
   2. Coating: G60.
C. Sheet Sheet for Vertical Deflection Clips: ATM A653, structural steel, zinc coated, of grade and coating as follows:
   1. Grade: As required by structural performance.
   2. Coating: G60.

2.3 LOAD-BEARING WALL FRAMING

A. Steel Studs: Manufacturer's standard C-shaped steel studs, off web depths indicated, punched, with stiffened flanges, and as follows:
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1-5/8 inches.
B. Steel Track: Manufacturer's standard U-shaped steel tracck, of web depths indicated, unpunched, with straight flanges, and as follows:
   1. Minimum Base-Metal Thickness: Matching steel studs.
   2. Flange Width: 1-1/4 inches.
C. Steel Box or Back-to-Back Headers: Manufacturer's standard C-shapes used to form header beams, of web depths indicated, unpunched, with stiffened flanges, and as follows:
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1-5/8 inches.
D. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track; unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to the primary structure, and as follows.
   1. Minimum Base-Metal Thickness: 0.0538-inch.
   2. Flange Width: 1 inch plus the design gap.
E. Double Deflection Tracks: Manufacturer's double, deep leg, U-shaped steel tracks, consisting of nested inner and outer track, unpunced, with unstiffened flanges.
   1. Out Track: Of web depth to allow free vertical movement of inner track, with flanges designedto support horizonal loads and transfer them to the primary structure, and as follows:
      a. Minimum Base-Metal Thickness: 0.0538-inch.
      b. Flange Width: 1 inch.
   2. Inner Track: Of web depth indicated and as follows:
      a. Minimum Base-Metal Thickness: 0.0538-inch.
      b. Flange Width: Dimension equal to sum of outer deflection track flange width plus 1 inch.

2.4 INTERIOR NON-LOAD-BEARING WALL FRAMING

A. Steel Studes: manufacturer's standard C-shaped steel studs, of web depths indicated, punchh, with stiffened flanges, and as follows:

1. Minimum Base-Metal Thickness: 0,0538-inch.
2. Flange Width: 1-5/8 inches.

B. Steel Track: Manufacturer's standard U-shaped steel track, of web depths indicated, unpunched, with unstiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: Matching steel studs.
2. Flange Width: 1-1/4 inches.

C. Single Deflection Track: Manufacturer's single, deep-leg, U-shaped steel track, unpunched, with unstiffened flanges, of web depth to contain studs while allowing free vertical movement, with flanges designed to support horizontal loads and transfer them to primary structure, and as follows:
1. Minimum Base-Metal Thickness: 0.0538-inch.
2. Flange Width: 1 inch plus the design gap.

D. Double Deflection Track: Manufacturer's double, deep-leg, U-shaped steel tracks, consisting of nesed inner and outher tracks; unpunchhhed, with unstiffened flanges.
1. Out Track: Of web depth to allow free vertical movement of inner track, with flanges designedto support horizonal loads and transfer them to the primary structure, and as follows:
a. Minimum Base-Metal Thickness: 0.0538-inch.
b. Flange Width: 1 inch plus the design gap.
2. Inner Track: Of web depth indicated and as follows:
a. Minimum Base-Metal Thickness: 0.0538-inch.
b. Flange Width: Dimension equal to sum of outer deflection track flange width plus 1 inch.

2.5 FLOOR JOIST FRAMING

A. Steel Joists: Manufacturer's standard C-shaped steel joists, of web depth indicated, unpunched, wih stiffened flanges, and as follows:
1. Minimum Base-Metal Thickness: 0.0677-inch.
2. Flange Width: 2 inches minimum

B. Steel Joist Track: Manufacturer's standard U-shaped steel joist track, of web depths indicated, unpunches, wth unstiffened flanges, and as follows:
a. Maching Matching steel joists.
b. Flange Width: As required.

2.6 FRAMING ACCESSORIES

A. Fabricate steel-framing accessories from ASTM A1003, Structural Grade, Type H, metallic-coated steel sheet, of same grade, and coating designation used for framing members.

B. Provide accessories of manufacturer's standard thickness and configuration, unless otherwise indicated, as follows:
1. Supplementary framing.
2. Bracing, bridging, and solid blocking.
3. Web stiffeners.
4. Anchor clips.
5. End clips.
6. Foundaton clips
7. Gusset plates.
8. Stud kickers and knee braces.
9. Joist hangers and end closures.

10. Hole-reinforcing plates.
11. Backer plates.

2.7 ANCHORS, CLIPS, AND FASTENERS

A. Steel Shapes and Clip: ASTM A36, zinc coated by hot-dip process according to ASTM A123.

B. Anchor Bolts: ASTM F1554, Grade 36, threaded carbon-steel hex-headed bolts, carbon-steel nuts, and flat, hardened-steel washers: zinc coated by hot-dip proccess according to ASTM 153, Class C.

C. Post-Installed Anchors: Fastener systems with bolts of same basic metal as fastened metal, if visible, unless otherwise indicted; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01, ICC-ES AC193, ICC-ES AC58, OR ICC-ES AC308 as appropriate for the substrate.
   1. Uses: Securing cold-formed steel framing to structure.
   2. Type: Adhesive anchor.
   3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B633 OR ASTM F1941, Class Fe/Zn 5, unless otherwise indicated.

D. Power-Actuated Anchors: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

E. Mechanical Fasteners: ASTM C1513, corrosion-resistant-coated, self-drilling, self-tapping, steel drill screwes.
   1. Head Type: Low-profile head beneath sheathing, manufacturer's standard elsewhere.

F. Welding Electrodes: Comply with AWS standards.

2.8 MISCELLANEOUS MATERIALS

A. Galvanizing Repair Paint; ATM A780, MIL-P-21035B, OR SSPC-Paint 20.

B. Nonmetallic, Nonshrink Grout: Factory-packaged, nonmetallic, noncorrosive, nonstaining grout, complying with ASTM C1107, and with a fluid consisteny and 30-minute working time.

C. Shims: Load-bearing, high-density, multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as framing members supported by shims.

D. Sill Sealer Gasket/Termite Barrier: Minimum 68-mil nominal thickness, self-adhering sheet consisting of 64 mils of rubberized asphalt laminated on one side to a 4-mil-thick, polyethylene-film reinforcement, and with release liner on adhesive side.
   1. Physical Properites:
      a. Peel Adhesion: 17.0 pounds per inch of width when tested in accordance with ASTM D412.
      b. Low-Temperature Flexibility: Pass at minus 25 degrees F when tested in accordance with ASTM D146.
      c. Water Vapor Permeance: 0.05 permeance maximum when tested in accordance with ASTM E96, Method B.
      d. Resistance to Termite Penetration: Comply with ICC-ES AC380.

2.9 FABRICATION

A. Fabricate cold-formed steel framing and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section,
   1. Fabricate framing assemblies using jigs or templates.
   2. Cut framing members by sawing or shearing; do not torch out.
   3. Fasten cold-formed steel framing members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator. Wire tying of framing members is not permitted.
      a. Comply with AW D1.3 requirements and procedures for welding, appearance and qualty of welds, and methods used in correcting welding work.
      b. Locate mechanical fasteners and install according to Shop Drawings, with screws penetrating jointed members by no fewer than three exposed screw threads.
   4. Fasten other materials to cold-formed steel framing by welding, bolting, pneumatic pin fastening, or screw fastening according to Shop Drawings.

B. Reinforce, stiffen, and brace framing assemblies to withstand handling, delivery, and erection stresses. Lift fabricated assemblies by means that prevent damage or permanent distortion.

C. Tolerances: Fabricte assemblies level ,plumb, and true to line at a maximum allowable variation of 1/8-inch in 10 feet and as follows:
   1. Spacing: Space individual framing members no more than plus or minus 1/8-inch from plan location. Cumulative errors are not to exceed minimum fastening requiremens of sheathing or other finishing materials.
   2. Squareness: Fabricate each cold-formed steel framing assembly to a maximum out-of-square tolerance of 1/8-inch.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, conditions and butting structural framing for compliance with requirements for installation tolerances and other conditions affecting performance of Work.

B. Proceed with installation onlty after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Install load-bearing shims or grout between the underside of load-bearing wall bottom track and the top of foundation wall or slab at locations with a gap larger than 1/4-inch to ensure a uniform bearing surface on supporting concrete or masonry construction.

B. Install sill sealer gasket/termite barrier in accordance with manufacturer's written instructions at the underside of wall bottom track or rim track and at the top of foundation wall or slab at stud or joist locations.

3.3 INSTALLATION, GENERAL

A. Cold-formed steel framing may be shop or field fabricated for installation or it may be field assembled.
B. Install cold-formed steel framing according to AISI200, AISI S202, and manufacturer's written instructions unless more stringent requirements are indicated.
C. Install shop- or field-fabricted, cold-formed framing and securely anchor to supporting structure.
    1. Screw bolt, or weld wall panels at horizontal and vertical junctures to produce flush, even, true-to-line joints with maximum variation in plane and true position between fabricated panels not exceeding 1/16-inch.
D. Install cold-fired steel framing and accessories plumb, square, and true-to-line, and with connections securely fastened.
    1. Cut framing members by sawing or shearing; do not torch cut.
    2. Fasten, cold-formed steel framing members by welding, screw fastening, clinch fastening, or riveting. Wire tying of framing members is not permitted.
        a. Comply with AWS D1.3 requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding Work.
        b. Locate mechanical fastener, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.
E. Install temporary bracing and supports to secure framing and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to framing are secured.
F. Install insulation specified in Section 07 21 00 "Thermal Insulation," in framing-assembly members, such as headers, sills, boxed joists, and multiple studs at openings, that are inaccessible on completion of framing work
G. Fasten hole-reinforcing plate over web penetrations that exceed size of manufacturer's approved or standard punched openings.

3.4 INSTALLATION OF LOAD-BEARING WALL FRAMING

A. Install continuous top and bottom tracks sized to match studs. Align tracks accurately and securely anchor at corners and ends and at spacings as follows:
    1. Anchor Spacing: As shown on Shop Drawings.
B. Squarely seat studs against top and bottom tracks with gap not exceeding 1/8-inch between the end of wall-framing member and the web of track.
    1. Fasten both flanges of studs to top and bottom tracks.
    2. Space studs as follows:
        a. Stud Spacing: 16 inches.

C. Set studs plumb, except as needed for diagonal bracing or required for nonplumb walls or warped surfaces and similar configurations.
D. Align studs vertically where floor framing interrupts wall-framing continuity. Where studs cannot be aligned, continuously reinforce track to transfer loads.
E. Align floor and roof framing over studs according to AISI S200, Section C1. Where framing cannot be aligned, continuously reinforce track to transfer loads.
F. Anchor studs abutting structural columns or walls, including masonry walls, to supporting structure.

G. Install headers over wall openings wider than stud spacing. Locate headers above openings. Fabricate headers of compound shapes indicated or required to transfer load to supporting studs, complete with clip-angle connectors, web stiffeners, or gusset plates.
   1. Frame wall openings with not less than a double stud at each jamb of frame. Fasten jamb members together to uniformly distribute loads.
   2. Install tracks and jack studs above and below wall openings. Anchor tracks to jamb studs with clip angles or by welding, and space jack studs same as full-height wall studs.

H. Install supplementary framing, blocking, and bracing in stud framing indicted to support fixtures, equipment, services, casework, heavy trim, furnishings, and similar work requiring attachment to framing.
   1. If type of supplementary support is not indicated comply with stud manufacturer's written recommendations and industry standards in each case considering weight or load resulting from item supported.

I. Install horizontal bridging in stud system, spaced vertically 48 inches. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened to webs of punched studs with a minimum of two screws into each flange of the clip angle for framing members up to 6 inches deep.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

J. Install miscellaneous framing and connections, including supplementary framing, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.5 INSTALLATION OF EXTERIOR NON-LOAD BEARING WALL FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.

B. Fasten both flanges of studs to top and bottom tracks unless otherwise indicated. Space studs as follows:
   1. Stud Spacing: 16 inches.

C. Set studs plumb except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.

D. Isolate non-load-bearing steel framing from building structure to prevent transfer to vertical loads while providing lateral support.
   1. Install single deep-leg deflection tracks and anchor to building structure.
   2. Install double deep-leg deflection tracks and anchor out track to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but no more than 48 inches apart. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened, to webs of punched studs.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
   1. Install solid bocking at 96-inch centers.
G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.6 INSTALLATION OF INTERIOR NON-LOAD BEARING WALL FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
B. Fasten both flanges of studs to top and bottom tracks unless otherwise indicated. Space studs as follows:
   1. Stud Spacing: 16 inches.
C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
D. Isolate non-load bearing steel framing from building structure to prevent transfer of vertical loads while providing lateral support.
   1. Install single deep-leg deflection tracks and anchor to building structure.
   2. Install double deep-leg deflection tracks and anchor outer track to buiding structure.
E. Install horizontal bridging in wall studs, spaced vertically in rows indicaed on Shop Drawings but not more than 48 inches apart. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened, to webs of punched studs.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.
F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
   1. Install solid blocking at 96-inch centers.
G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.7 INSTALLATION OF JOIST FRAMING

A. Install continuous tracks sized to match studs. Align tracks accurately and securely anchor to supporting structure.
B. Fasten both flanges of studs to top and bottom tracks unless otherwise indicated. Space studs as follows:
   1. Stud Spacing: 16 inches.
C. Set studs plumb except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
D. Isolate non-load-bearing steel framing from building structure to prevent transfer to vertical loads while providing lateral support.
   1. Install single deep-leg deflection tracks and anchor to building structure.

2. Install double deep-leg deflection tracks and anchor out track to building structure.

E. Install horizontal bridging in wall studs, spaced vertically in rows indicated on Shop Drawings but no more than 48 inches apart. Fasten at each stud intersection.
   1. Channel Bridging: Cold-rolled steel channel, welded or mechanically fastened, to webs of punched studs.
   2. Strap Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and stud-track solid blocking of width and thickness to match studs. Fasten flat straps to stud flanges and secure solid blocking to stud webs or flanges.
   3. Bar Bridging: Proprietary bridging bars installed according to manufacturer's written instructions.

F. Top Bridging for Single Deflection Track: Install row of horizontal bridging within 12 inches of single deflection track. Install a combination of bridging and stud or stud-track solid blocking of width and thickness matching studs, secured to stud webs or flanges.
   1. Install solid bocking at 96-inch centers.

G. Install miscellaneous framing and connections, including stud kickers, web stiffeners, clip angles, continuous angles, anchors, and fasteners to provide a complete and stable wall-framing system.

3.8 INSTALLATION OF INTERIOR NON-LOAD BEARING WALL FRAMING

A. Install perimeter joist track sized to match joists. Align and securely anchor or fasten track to supporting structure at corners, ends, and spacing indicated on Shop Drawings.

B. Install joists bearing on supporting frame, level, straight, and plumb; adjust to final position, brace, and reinforce. Fasten joists to both flanges of joist track.
   1. Install joists over supporting frame with a minimm end bearing of 1-1/2 inches.
   2. reinforce ends and bearing oints of joists with web stiffeners, end clips, joist hangers, steel clip angles, or steel-stud sections.

C. Space joists not more than 2 inches from abutting walls and as follows:
   1. Joist Spacing: 24 inches.

D. Frame openings with built-up joist headers, consisting of jost and joist track or anothr combinaton of connected joists if indicated.

E. Install joist reinforcement at interior supports with single, short length of joist secction located directly over interior support, with lapped joists of equal length to joist reinforcement.
   1. Install web stiffeners to transfer axial loads of walls above.

F. Install bridging intervals indicaed on Shop Drawings.. Fasten at each joist intersection as follows:
   1. Joist-Track Bridging: Joist-track solid bocking of width and thickness indicated, secured to joist webs.
   2. Combination Bridging: Combination of flat, taut, steel sheet straps of width and thickness indicated and joist-track solid blocking of width and thickness indicated. Fasten flat straps to bottom flange and secure solid blocking to joist webs.

G. Secure joists to load-bearing interior walls to prevent lateral movement of bottom flange.

H. Install miscellaneous joist framing and connections, including web stiffeners, closure pieces, clip angles, continuous angles, hold-down angles, anchors, and fasteners to provide a complete and stable joist-framing assembly.

3.9 INSTALLATION TOLERANCES

A. Install cold-formed steel framing level plumb and true-to-line to a maximum allowable tolerance variation of 1/8-inch in 10 feet and as follows:
   1. Space individual framing members no more than plus or minus 1/8-inch from plan location. Cumulative errors are not to exceed minimum fastening requirements of sheathing or other finishing materials.

3.10 REPAIR

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanized repair paint according to ASTM A780 and manufacturer's written instructions.

3.11 FIELD QUALITY CONTROL

A. Testing: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspectons and prpare test reports.
B. Field and shop welds will be subject to testing and inspecting.
C. Testing ageny will report test results promptly and in writing to Contractor and Architect.
D. Cold-formed steel framing will be considered defective if it does not pass tests and inspections.
E. Additional testing and inspecting, at Contractor's expense, will be performed tto determine compliance of replaced or additional work with specified requirements.

3.12 PROTECTION

A. Provide final protection and maintain conditions, in a manner acceptale to manufacturer and Installer, that ensure that cold-formed steel framing is without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 06 16 13 – INSULATING SHEATHING (ZIP SYSTEM R SHEATHING)

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes insulating wall sheathing with integral water-resistive barrier and air barrier.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers (ASME): www.asme.org.
   1. ASME B18.6.1 - Wood Screws (Inch Series).
B. ASTM International (ASTM): www.astm.org.
   1. ASTM A153 - Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
   2. ASTM C1289 - Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
   3. ASTM D779 - Test Method for Water Resistance of Paper, Paperboard, and Other Sheet Materials by the Dry Indicator Method.
   4. ASTM D1621 - Test Method for Compressive Properties Of Rigid Cellular Plastics.
   5. ASTM D2247 - Practice for Testing Water Resistance of Coatings in 100% Relative Humidity.
   6. ASTM E96 - Test Methods for Water Vapor Transmission of Materials.
   7. ASTM E331 - Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
   8. ASTM E2357 - Test Method for Determining Air Leakage of Air Barrier Assemblies.
   9. ASTM F1667 - Specification for Driven Fasteners: Nails, Spikes, and Staples.
   10. ASTM G154 - Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.
C. US Department of Commerce (DOC): http://gsi.nist.gov/global/index.cfm/L1-5/l2-44/A-355.
   1. DOC PS 2 - Performance Standard for Wood-Based Structural Panels.
D. International Code Council (ICC): www.iccsafe.org.
   1. ICC IBC - International Building Code.
   2. ICC IRC - International Residential Code for One and Two-Family Dwellings.
E. ICC Evaluation Service, Inc. (ICC-ES): www.icc-es.org.
   1. ICC-ES AC12 - Acceptance Criteria For Foam Plastic Insulation.
   2. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers.
   3. ICC-ES AC116 - Acceptance Criteria for Nails and Spikes.
   4. ICC-ES AC148 - Acceptance Criteria For Flexible Flashing Materials.
   5. ICC-ES AC201 - Acceptance Criteria for Staples.
   6. ICC-ES AC269 - Acceptance Criteria for Racking Shear Evaluation of Proprietary Sheathing Materials attached to Light-Frame Wall Construction or Code-Complying Sheathing Attached to Light-Framed Walls with Proprietary Fasteners.

7. ICC-ES AC310 - Acceptance Criteria for Water-Resistive Membranes Factory-bonded to Wood-based Structural Sheathing, Used as Water-Resistive Barriers.
8. ICC-ES ESR-1539 - Power Driven Staples and Nails for Use in Engineered and Non-Engineered Connections.
9. ICC-ES NER-272 - Power Driven Staples and Nails for Use in All Types of Building Construction.

F. Sustainable Forestry Initiative (SFI): www.sfiprogram.org/
1. SFI 2010 - 2014 Standard.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of sheathing product specified.

1.4 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: From ICC-ES, for wood sheathing and seam tape.
B. Product Certifications: From manufacturer, indicating that sheathing products comply with ICC-ES AC269 and ICC-ES AC310.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide wood products from manufacturer certified by SFI, FSC, or comparable sustainable forestry program acceptable to Engineer.
B. Provide wall sheathing products meeting requirements for water-resistive barrier in accordance with ICC-ES AC310.
C. Provide wall sheathing products meeting requirements of ICC-ES AC269.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's written instructions for protection of sheathing products from weather prior to installation.

1.7 WARRANTY

A. Special Manufacturer's Warranty: Manufacturer's standard form in which sheathing manufacturer agrees to repair or replace sheathing products that demonstrate deterioration or failure under normal use due to manufacturing defects within warranty period specified, when installed according to manufacturer's instructions.
1. Warranty Period for Sheathing Products: Thirty years following date of Substantial Completion.
2. Warranty Conditions: Special warranties exclude deterioration or failure due to structural movement resulting in stresses on sheathing products exceeding manufacturer's written specifications, or due to air or moisture infiltration resulting from cladding failure or mechanical damage.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Provide sheathing products manufactured by Huber Engineered Woods LLC, Charlotte NC; Phone: 800.933.9220; Website: www.zipsystem.com.

2.2 PERFORMANCE REQUIREMENTS

A. Air-Barrier Assembly Air Leakage: Less than 0.04 cubic feet per minute per square foot at 1.57 pound force per square foot, per ASTM E2375.
B. Water-Vapor Permeance, Facer: Minimum 12 perms, ASTM E96.
C. Weather Exposure: Manufacturer warranty applies for maximum allowable exposure period of 180 days.

2.3 MATERIALS

A. Oriented Strand Board: DOC PS 2, made with binder containing no added urea formaldehyde.
B. Rigid Foam Plastic Insulating Board: Rigid polyisocyanurate foam core complying with ASTM C1289 Type II, Class 2, and ICC-ES AC12, with coated glass fiber facers on both sides, with the following characteristics:
   1. Nominal Density: Two pounds per cubic foot.
   2. Compressive Strength, ASTM D1621: Not less than 20 psi.
   3. Vapor Permeance, ASTM E96: Less than 1.0 perm.
   4. Edge Configuration: Square finished.

2.4 COMPOSITE INSULATING WALL SHEATHING

A. Composite Insulating Wall Sheathing: Oriented-strand-board Exposure one sheathing 7/16-inch thick, with factory-laminated water-resistive barrier exterior facer, and with rigid foam plastic insulating board laminated to interior face.
   1. Basis-of-Design Product: Provide Huber Engineered Woods LLC; ZIP System R Sheathing.
   2. Span Rating and Performance Category of Sheathing Layer: Not less than 24/16; 7/16 Performance Category.
   3. Thickness: One inch.
   4. Thermal Resistivity (R Value): 6.6 degrees F by h by square foot/BTU by inches at 75 degrees F.
   5. Edge Profile: Square edge.
   6. Exterior Facer: Medium-density, phenolic-impregnated polymer-modified sheet material meeting requirements for ASTM D779 Grade D weather-resistive barrier in accordance with ICC AC38 and AC310, with fastener spacing symbols on exterior facer for 16-inch and 24-inch on center spacing, with the following characteristics
      a. Water Resistance of Coatings, ASTM D2247: Pass 14 day exposure test.
      b. Moisture Vapor Transmission, ASTM E96: Not less than 12 perms.
      c. Water Penetration, ASTM E331: Pass at 2.86 pound force per square foot.
      d. Wind Driven Rain, TAS-100: Pass.
      e. Accelerated Weathering, ASTM G154: Pass.

2.5 FASTENERS

A. Fasteners, General: Size and type complying with manufacturer's written instructions for Project conditions and requirements of authorities having jurisdiction.
   1. Corrosion Resistance: Hot-dip zinc coating, ASTM A153.
B. Nails, Brads, and Staples: ICC AC116 and ICC AC201.

C. Power-Driven Fasteners: ICC-ES-1539 or NER-272.
D. Wood Screws: ASME B18.6.1.

2.6 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIAL

A. Self-Adhering Seam and Flashing Tape: Pressure-sensitive, self-adhering, cold-applied, seam tape consisting of polyolefin film with acrylic adhesive, meeting ICC AC148.
   1. Basis-of-Design Product: Provide Huber Engineered Woods; ZIP System Tape.
   2. Thickness: 0.012-inch

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing spacing and alignment to determine if Work is ready to receive sheathing. Proceed with sheathing Work once conditions meet requirements.

3.2 SHEATHING INSTALLATION

A. Install sheathing panels in accordance with manufacturer's written instructions, requirements of applicable Evaluation Reports, and requirements of authorities having jurisdiction.
B. Air and Moisture Barrier: Coordinate sheathing installation with flashing and joint sealant installation and with adjacent building air and moisture barrier components to provide complete, continuous air- and moisture- barrier.
C. Do not bridge expansion joints; allow joint spacing equal to spacing of structural supports.
D. Install panels with laminated facer to exterior. Stagger end joints of adjacent panel runs.
   1. ICC-ES ESR-1539 OR ICC-NES NER-272 for power-drive fasteners.
   2. IBC: Table 2304.9.1 Fastening Schedule.
E. Apply seam tape at all panel seams, penetrations, and facer defects or cracks to form continuous weathertight surface. Apply tape according to manufacturer's written instructions and requirements of ICC-ES applicable to tape application.

END OF SECTION

SECTION 06 41 16 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic-laminate-clad architectural cabinets.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 08 71 00 "Door Hardware."
   3. Section 08 80 00 "Glazing."

1.2 COORDINATION

A. Hardware Coordination: Distribute copies of approved hardware schedule specified in Section 08 71 00 "Door Hardware" to manufacturer of architectural cabinets; coordinate Shop Drawings and fabrication with hardware requirements.

1.3 ACTION SUBMITTALS

A. Shop Drawings:
   1. Include Plans, elevations, Sections, and attachment details.
   2. Show locations and sizes of furring, blocking, and hanging strips if used, including concealed blocking and reinforcement specified in other Sections.
   3. Show locations and sizes of cutouts and holes for items installed in plastic-laminate architectural cabinets.

B. Samples for Verification: For the following:
   1. Plastic Laminates: In largest size available by manufacturer for each type, color, pattern, and surface finish required.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver cabinets until painting and similar finish operations that might damage architectural cabinets have been completed in installation areas. Store cabinets in installation areas or in areas where environmental conditions comply with requirements specified in "Field Conditions" Article.

1.5 FIELD CONDITIONS

A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet-work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 degrees F and relative humidity between 25 and 55 percent during the remainder of the construction period.

B. Field Measurements: Where cabinets are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support cabinets by field measurements before being enclosed/concealed by construction, and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS

A. Quality Standard: Unless otherwise indicated, comply with the Engineerural Woodwork Standards for grades of cabinets indicated for construction, finishes, installation, and other requirements.

2.2 CABINET HARDWARE AND ACCESSORIES

A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 08 71 00 "Door Hardware."
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Accuride International.
      b. Blum, Julius & Co., Inc.
      c. CompX International, Inc.
      d. Grass America Inc.
      e. Hettich America L.P.
      f. Knape & Vogt Manufacturing Company.

B. Frameless Concealed Hinges (European Type): ANSI/BHMA A156.9, B01602, 100 degrees of opening, self-closing.

C. Back-Mounted Pulls: ANSI/BHMA A156.9, B02011.

D. Wire Pulls: Back mounted, solid metal, 5 inches long, 2-1/2 inches deep, and 5/16-inch in diameter.

E. Adjustable Shelf Standards and Supports: ANSI/BHMA A156.9, B04071; with shelf rests, B04081.

F. Shelf Rests: ANSI/BHMA A156.9, B04013; plastic two-pin plastic with shelf hold-down clip.

G. Drawer Slides: ANSI/BHMA A156.9.
   1. Grade 1 and Grade 2: Side mounted and extending under bottom edge of drawer.
      a. Type: Partial extension.
      b. Material: Zinc-plated steel with polymer rollers.
   2. For drawers more than 6 inches high or more than 24 inches wide, provide Grade 1HD-200.

H. Door and Drawer Silencers: ANSI/BHMA A156.16, L03011.

I. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with ANSI/BHMA A156.18 for ANSI/BHMA finish number indicated.
   1. Matte Black: US19; ANSI/BHMA 622 for brass or bronze base.

J. For concealed hardware, provide manufacturer's standard finish that complies with product class requirements in ANSI/BHMA A156.9.

2.3 FABRICATION

A. Fabricate architectural cabinets to dimensions, profiles, and details indicated.
B. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project Site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at Site, provide ample allowance for scribing, trimming, and fitting.
   1. Notify Engineer 7 days in advance of the dates and times architectural cabinet fabrication will be complete.
   2. Trial fit assemblies at manufacturer's shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements before disassembling for shipment.
C. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
D. Install glass to comply with applicable requirements in Section 08 80 00 "Glazing" and in GANA's "Glazing Manual."
   1. For glass in frames, secure glass with removable stops.
   2. For exposed glass edges, polish and grind smooth.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition cabinets to humidity conditions in installation areas for not less than 72 hours.

3.2 INSTALLATION

A. Assemble cabinets and complete fabrication at Project Site to extent that it was not completed in the shop.
B. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with wafer-head cabinet installation screws.

C. Install cabinets level, plumb, and true in line to a tolerance of 1/8-inch in 96 inches using concealed shims.
   1. Scribe and cut cabinets to fit adjoining Work, refinish cut surfaces, and repair damaged finish at cuts.
   2. Install cabinets without distortion so doors and drawers fit openings and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective cabinets, where possible, to eliminate functional and visual defects. Where not possible to repair, replace architectural cabinets. Adjust joinery for uniform appearance.
B. Clean, lubricate, and adjust hardware.
C. Clean cabinets on exposed and semi-exposed surfaces.

END OF SECTION

SECTION 06 64 00 - PLASTIC PANELING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Plastic sheet paneling.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install plastic paneling until spaces are enclosed and weathertight and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain plastic paneling and trim accessories from single manufacturer.

2.2 PLASTIC SHEET PANELING

A. Glass-Fiber-Reinforced Plastic Paneling: Gelcoat-finished, glass-fiber-reinforced plastic panels complying with ASTM D5319.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Crane Composites, Inc.
      b. Glasteel.
      c. Marlite.
      d. Nudo Products, Inc.
B. Plastic Sheet Paneling Type-A (FRP1): Basis of Design product is Standard FRP manufactured by Marlite, Inc., Arlington, Texas.
   1. Surface-Burning Characteristics: As follows when tested by a qualified testing agency in accordance with ASTM E84. Identify products with appropriate markings of applicable testing agency.
      a. Flame-Spread Index: 200 or less.
      b. Smoke-Developed Index: 450 or less.
   2. Nominal Thickness: Not less than 0.09-inch.
   3. Surface Finish: Molded pebble texture.
   4. Color: Medium Gray P 430N.

C. Plastic Sheet Paneling Type-B (FRP2): Basis of Design product is Symetrix SmartSeam FRP Panels manufactured by Marlite, Inc., Arlington, Texas.
   1. Surface-Burning Characteristics: As follows when tested by a qualified testing agency in accordance with ASTM E84. Identify products with appropriate markings of applicable testing agency.
      a. Flame-Spread Index: 200 or less.
      b. Smoke-Developed Index: 450 or less.
   2. Nominal Thickness: Not less than 0.09-inch.
   3. Surface Configuration: Subway Vertical 3 inch by 6 inch tile configuration.
   4. Surface Finish: Satin.
   5. Color: Black with White Grout Lines, SS105-G63.

2.3 ACCESSORIES

A. Trim Accessories: Manufacturer's standard one-piece vinyl extrusions designed to retain and cover edges of panels. Provide division bars, inside corners, and caps as needed to conceal edges.
   1. Color: Match panels.
B. Adhesive: As recommended by plastic paneling manufacturer.
C. Sealant: Mildew-resistant, single-component, neutral-curing silicone sealant recommended by plastic paneling manufacturer.
   1. Sealant shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers." The building concentration of formaldehyde shall not exceed half of the indoor recommended exposure limit, or 33 micrograms per cubic meter, and that of acetaldehyde shall not exceed 9 micrograms per cubic meter.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove wallpaper, vinyl wall covering, loose or soluble paint, and other materials that might interfere with adhesive bond.
B. Prepare substrate by sanding high spots and filling low spots as needed to provide flat, even surface for panel installation.
C. Clean substrates of substances that could impair adhesive bond including oil, grease, dirt, and dust.
D. Condition panels by unpacking and placing in installation space before installation according to manufacturer's written recommendations.

E. Lay out paneling before installing. Locate panel joints to provide equal panels at ends of walls not less than half the width of full panels.
   1. Mark plumb lines on substrate at panel joint locations for accurate installation.
   2. Locate trim accessories or panel joints to allow clearance at panel edges according to manufacturer's written instructions.

3.3 INSTALLATION

A. Install plastic paneling according to manufacturer's written instructions.
B. Install panels in a full spread of adhesive.
C. Install trim accessories with adhesive. Do not fasten through panels.
D. Fill grooves in trim accessories with sealant before installing panels, and bed inside corner trim in a bead of sealant.
E. Maintain uniform space between panels and wall fixtures. Fill space with sealant.
F. Remove excess sealant and smears as paneling is installed. Clean with solvent recommended by sealant manufacturer and then wipe with clean dry cloths until no residue remains.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass-fiber blanket insulation.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 06 16 13 "Insulating Sheathing" for foam-plastic board sheathing installed directly over wood or steel framing.
   3. Section 09 29 00 "Gypsum Board" for sound attenuation blanket used as acoustic insulation.
   4. Section 13 34 19 "Metal Building Systems" for glass-fiber blanket insulation installed within metal building system.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Glass-fiber blanket insulation.

1.3 INFORMATIONAL SUBMITTALS

A. Installer's Certification: Listing type, manufacturer, and R-value of insulation installed in each element of the building thermal envelope.
   1. Sign, date, and post the certification in a conspicuous location on Project Site.
B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
C. Research Reports: For foam-plastic insulation, from ICC-ES.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET INSULATION

A. Glass-Fiber Blanket Insulation, Polypropylene-Scrim-Kraft Faced: ASTM C665, Type II (nonreflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier).
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. CertainTeed Corporation.
      b. CertainTeed Insulation.
      c. Johns Manville; a Berkshire Hathaway company.
      d. Knauf Insulation.

e. Owens Corning.

2. Labeling: Provide identification of mark indicating R-value of each piece of insulation 12 inches and wider in width.

2.2 ACCESSORIES

A. Insulation for Miscellaneous Voids:
1. Glass-Fiber Insulation: ASTM C764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of five, per ASTM E84.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

A. Comply with insulation manufacturer's written instructions applicable to products and applications.
B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed to ice, rain, or snow at any time.
C. Install insulation with manufacturer's R-value label exposed after insulation is installed.
D. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
E. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
3. Maintain 3-inch clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
4. For metal-framed wall cavities where cavity heights exceed 96 inches, support unfaced blankets mechanically and support faced blankets by taping flanges of insulation to flanges of metal studs.
5. Vapor-Retarder-Faced Blankets: Tape joints and ruptures in vapor-retarder facings, and seal each continuous area of insulation to ensure airtight installation.
a. Exterior Walls: Set units with facing placed toward exterior of construction.
b. Interior Walls: Set units with facing placed toward areas of high humidity.

B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
   1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 pounds per cubic feet.

3.4 PROTECTION

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes.
B. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Formed wall sheet metal fabrications.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 13 34 19 "Metal Building Systems" for sheet metal flashing and trim integral with metal wall panels.

1.2 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.3 ACTION SUBMITTALS

A. Product Data: For each of the following:
   1. Underlayment materials.
   2. Elastomeric sealant.
   3. Butyl sealant.

1.4 CLOSEOUT SUBMITTALS

A. Special warranty.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
   1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
   2. Protect stored sheet metal flashing and trim from contact with water.
B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Sheet metal flashing and trim assemblies, including cleats, anchors, and fasteners, shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Engineerural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

2.2 SHEET METALS

A. Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Stainless Steel Sheet: ASTM A240, Type 316, dead soft, fully annealed; with smooth, flat surface.

2.3 MISCELLANEOUS MATERIALS

A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
   1. Fasteners for Stainless Steel Sheet: Series 300 stainless steel.

C. Bituminous Coating: Cold-applied asphalt emulsion in accordance with ASTM D1187.

2.4 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch-long, but not exceeding 12-foot-long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch-high, end dams. Fabricate from the following materials:
   1. Stainless Steel: 0.0156-inch thick.

B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:
   1. Stainless Steel: 0.0156-inch thick.

C. Wall Expansion-Joint Cover: Fabricate from the following materials:
   1. Stainless Steel: 0.0188-inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
   1. Verify compliance with requirements for installation tolerances of substrates.
   2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
   3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Install sheet metal flashing and trim to comply with details indicated and recommendations of cited sheet metal standard that apply to installation characteristics required unless otherwise indicated on Drawings.
   1. Install fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
   2. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of sealant.
   3. Anchor sheet metal flashing and trim and other components of the Work securely in place with provisions for thermal and structural movement.
   4. Install sheet metal flashing and trim to fit substrates and to result in watertight performance.
   5. Space individual cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
   6. Install exposed sheet metal flashing and trim with limited oil-canning, and free of buckling and tool marks.
   7. Do not field cut sheet metal flashing and trim by torch.

B. Metal Protection: Where dissimilar metals contact each other or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
   1. Coat concealed side of stainless steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
   2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
   1. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
   2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed Work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
F. Seal joints as required for watertight construction.
   1. Use sealant-filled joints unless otherwise indicated.

3.3 INSTALLATION OF WALL FLASHINGS

A. Install sheet metal wall flashing to intercept and exclude penetrating moisture in accordance with cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend beyond wall openings.

3.4 CLEANING

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
B. Clean off excess sealants.

3.5 PROTECTION

A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.
B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
C. Maintain sheet metal flashing and trim in clean condition during construction.
D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures, as determined by Engineer.

END OF SECTION

SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes hollow-metal Work.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 08 71 00 "Door Hardware" for door hardware for hollow-metal doors.

1.2 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting Drawings, templates, and directions for installing anchorages including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project Site in time for installation.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, core descriptions, and finishes.
B. Shop Drawings: Include the following:
   1. Elevations of each door type.
   2. Details of doors including vertical- and horizontal-edge details and metal thicknesses.
   3. Frame details for each frame type including dimensioned profiles and metal thicknesses.
   4. Locations of reinforcement and preparations for hardware.
   5. Details of each different wall opening condition.
   6. Details of anchorages, joints, field splices, and connections.
   7. Details of accessories.
   8. Details of moldings, removable stops, and glazing.
   9. Details of conduit and preparations for power, signal, and control systems.
C. Schedule: Provide a schedule of hollow-metal Work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal Work palletized, packaged, or crated to provide protection during transit and Project Site storage. Do not use non-vented plastic.
   1. Provide additional protection to prevent damage to factory-finished units.

B. Store hollow-metal work vertically under cover at Project Site with head up. Place on minimum 4-inch-high wood blocking. Provide minimum 1/4-inch space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain hollow-metal Work from single source from single manufacturer.

2.2 INTERIOR DOORS AND FRAMES

A. Construct interior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances and as specified.
B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2 at locations indicated in the Door and Frame Schedule.
   1. Physical Performance: Level B according to SDI A250.4.
   2. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: One-and-three-fourth inches.
      c. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.
   3. Frames:
      a. Construction: Face welded.
   4. Exposed Finish: Prime.

2.3 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances and as specified.
B. Extra-Heavy-Duty Doors and Frames: SDI A250.8, Level 3.
   1. Physical Performance: Level A according to SDI A250.4.
   2. Doors:
      a. Type: As indicated in the Door and Frame Schedule.
      b. Thickness: One-and-three-fourth inches.
      c. Face: Metallic-coated steel sheet, minimum thickness of 0.053-inch, with minimum A40 coating.
   3. Frames:
      a. Construction: Face welded.
   4. Exposed Finish: Prime.

2.4 BORROWED LITES

A. Hollow-metal frames of uncoated steel sheet, minimum thickness of 0.053-inch.
B. Construction: Face welded.

2.5 FRAME ANCHORS

A. Jamb Anchors:
   1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042-inch thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177-inch thick.
   2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042-inch thick.
B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042-inch, and as follows:
   1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.

2.6 MATERIALS

A. Hot-Rolled Steel Sheet: ASTM A1011, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
B. Frame Anchors: ASTM A879, Commercial Steel (CS), 04Z coating designation; mill phosphatized.
C. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A153.
D. Grout: ASTM C476, except with a maximum slump of 4 inches, as measured according to ASTM C143.
E. Mineral-Fiber Insulation: ASTM C665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E136 for combustion characteristics.
F. Glazing: Comply with requirements in Section 08 80 00 "Glazing."
G. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.7 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project Site, clearly identify Work that cannot be permanently factory assembled before shipment.
B. Hollow-Metal Doors:
   1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026-inch, steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches apart. Spot weld to face sheets no more than 5 inches on center. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
   2. Vertical Edges for Single-Acting Doors: Provide beveled or square edges at manufacturer's discretion.
   3. Bottom Edge Closures: Close bottom edges of doors with end closures or channels of same material as face sheets.
   4. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
   1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
   2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
   3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
   4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
   5. Jamb Anchors: Provide number and spacing of anchors as follows:
      a. Stud-Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches on center and as follows:
         1) Three anchors per jamb up to 60 inches high.
         2) Four anchors per jamb from 60 to 90 inches high.
         3) Five anchors per jamb from 90 to 96 inches high.
         4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
      b. Postinstalled Expansion Type: Locate anchors not more than 6 inches from top and bottom of frame. Space anchors not more than 26 inches on center.
   6. Head Anchors: Two anchors per head for frames more than 42 inches wide and mounted in metal-stud partitions.
   7. Door Silencers: Drill stops to receive door silencers where specified in Section 08 71 00 "Door Hardware." Keep holes clear during construction.

D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
   1. Reinforce doors and frames to receive non-templated, mortised, and surface-mounted door hardware.
   2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.8 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.
   1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.
C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Drill and tap doors and frames to receive non-templated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.
B. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
    1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
        a. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
        b. Install frames with removable stops located on secure side of opening.
        c. Install door silencers in frames before grouting.
        d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
        e. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
        f. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
    2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
    3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
    4. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
    5. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

a. Squareness: Plus or minus 1/16-inch, measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
b. Alignment: Plus or minus 1/16-inch, measured at jambs on a horizontal line parallel to plane of wall.
c. Twist: Plus or minus 1/16-inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
d. Plumbness: Plus or minus 1/16-inch, measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
1. Non-Fire-Rated Steel Doors:
a. Between Door and Frame Jambs and Head: One-eighth-inch plus or minus 1/32-inch.
b. Between Edges of Pairs of Doors: One-eighth-inch to 1/4-inch plus or minus 1/32-inch.
c. At Bottom of Door: Three-fourth-inch plus or minus 1/32-inch.
d. Between Door Face and Stop: One-sixteenth-inch to 1/8-inch plus or minus 1/32-inch.

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave Work in complete and proper operating condition. Remove and replace defective Work, including hollow-metal Work that is warped, bowed, or otherwise unacceptable.
B. Remove grout and other bonding material from hollow-metal Work immediately after installation.
C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION

SECTION 08 33 23 - OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Insulated service doors.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.
   1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.
   1. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
   2. Show locations of controls, locking devices, detectors or replaceable fusible links, and other accessories.
   3. Include diagrams for power, signal, and control wiring.

1.3 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1.5 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of doors that fail in materials or workmanship within specified warranty period.
   1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DOOR ASSEMBLY

A. Door: Overhead coiling door formed with curtain of interlocking metal slats.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Overhead Door Corporation.

b. Raynor Garage Doors.
c. Windsor Door.

B. Operation Cycles: Door components and operators capable of operating for not less than 20,000.
C. Door Curtain Material: Galvanized steel.
D. Door Curtain Slats: Curved profile slats of center-to-center height.
E. Hood: Galvanized steel.
F. Locking Devices: Equip door with slide bolt for padlock and chain lock keeper.
G. Electric Door Operator:
1. Usage Classification: Medium duty, up to 12 cycles per hour and up to 50 cycles per day.
2. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use.
3. Motor Exposure: Interior.
4. Motor Electrical Characteristics:
a. Horsepower: One-half horse power.
b. Voltage: 115V AC, single phase, 60 Hz.
5. Emergency Manual Operation: Crank type.
6. Control Station(s): Interior mounted.
H. Door Finish:
1. Baked-Enamel or Powder-Coated Finish: Color as selected by Engineer from manufacturer's full range.
2. Interior Curtain-Slat Facing: Match finish of exterior curtain-slat face.

2.2 MATERIALS, GENERAL

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.3 HOODS

A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
1. Include automatic drop baffle on fire-rated doors to guard against passage of smoke or flame.
2. Exterior-Mounted Doors: Fabricate hood to act as weather protection and with a perimeter sealant-joint-bead profile for applying joint sealant.

2.4 LOCKING DEVICES

A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.
B. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

2.5 MANUAL DOOR OPERATORS

A. General: Equip door with manual door operator by door manufacturer.
B. Crank Operator: Consisting of crank and crank gearbox, steel crank drive shaft, and gear-reduction unit, of type indicated. Size gears to require not more than force to turn crank. Fabricate gearbox to be oiltight and to completely enclose operating mechanism. Provide manufacturer's standard crank-locking device.

2.6 ELECTRIC DOOR OPERATORS

A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.
   1. Comply with NFPA 70.
   2. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24V AV or DC.
B. Motors: Reversible-type motor with controller (disconnect switch) for motor exposure indicated for each door assembly.
C. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure push-button control labeled "Close."
D. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed 30 pound force.
E. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.
B. Power-Operated Doors: Install automatic garage doors openers according to UL 325.

END OF SECTION

SECTION 08 41 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aluminum-framed storefront systems.
   2. Aluminum-framed entrance door systems.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For aluminum-framed entrances and storefronts. Include plans, elevations, Sections, full-size details, and attachments to other Work.
   1. Include details of provisions for assembly expansion and contraction and for draining moisture occurring within the assembly to the exterior.
   2. Include full-size isometric details of each type of vertical-to-horizontal intersection of aluminum-framed entrances and storefronts, showing the following:
      a. Joinery, including concealed welds.
      b. Anchorage.
      c. Expansion provisions.
      d. Glazing.
      e. Flashing and drainage.
   3. Show connection to and continuity with adjacent thermal, weather, air, and vapor barriers.
   4. Include point-to-point wiring diagrams showing the following:
      a. Power requirements for each electrically operated door hardware.
      b. Location and types of switches, signal device, conduit sizes, and number and size of wires.

C. Samples for Verification: For each type of exposed finish required, in manufacturer's standard sizes.

1.4 INFORMATIONAL SUBMITTALS

A. Certificates:
   1. Energy Performance Certificates: For aluminum-framed entrances and storefronts, accessories, and components, from manufacturer.
      a. Basis for Certification: NFRC-certified energy performance values for each aluminum-framed entrance and storefront.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For aluminum-framed entrances and storefronts.

1.6 QUALITY ASSURANCE

A. Qualifications:
   1. Installers: An entity that employs installers and supervisors who are trained and approved by manufacturer and that employs a qualified glazing Contractor for this Project who is certified under the North American Contractor Certification Program (NACC) for Architectural Glass & Metal (AG&M) contractors and that employs glazing technicians certified under the Architectural Glass and Metal Technician (AGMT) certification program.
   2. Delegated Design Engineer: A professional Engineer who is legally qualified to practice in state where Project is located and who is experienced in providing engineering services of the type indicated.
   3. Laboratory Mockup Testing Agency: Qualified in accordance with ASTM E699 for testing indicated.
   4. Testing Agency: Qualified in accordance with ASTM E699 for testing indicated and accredited by IAS or ILAC Mutual Recognition Arrangement as complying with ISO/IEC 17025 and acceptable to Owner and Engineer.
   5. Egress Door Inspector: Inspector for field quality-control inspections of egress door assemblies shall comply with qualifications set forth in NFPA 101, Section 7.2.1.15.4 and the following:
      a. DHI's Fire and Egress Door Assembly Inspector (FDAI) certification.

1.7 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of aluminum-framed entrances and storefronts that do not comply with requirements or that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures including, but not limited to, excessive deflection.
      b. Noise or vibration created by wind and thermal and structural movements.
      c. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
      d. Water penetration through fixed glazing and framing areas.
      e. Failure of operating components.
   2. Warranty Period: Two years from date of Substantial Completion.

B. Special Finish Warranty, Anodized Finishes: Standard form in which manufacturer agrees to repair finishes or replace aluminum that shows evidence of deterioration of anodized finishes within specified warranty period.
   1. Deterioration includes, but is not limited to, the following:
      a. Color fading more than 5 Delta E units when tested in accordance with ASTM D 2244.
      b. Chalking in excess of a No. 8 rating when tested in accordance with ASTM D 4214.
      c. Cracking, peeling, or chipping.
   2. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Commercial Architectural Products, Inc.
   2. EFCO Corporation.
   3. Kawneer North America, an Arconic company.
   4. Oldcastle BuildingEnvelope (OBE); CRH Americas.
   5. Trulite Glass & Aluminum Solutions, LLC.
   6. Tubelite Inc.
   7. U.S. Aluminum; a brand of C.R. Laurence.

B. Source Limitations: Obtain all components of aluminum-framed entrance and storefront system, including framing and accessories, from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Comply with performance requirements specified, as determined by testing of aluminum-framed entrances and storefronts representing those indicated for this Project without failure due to defective manufacture, fabrication, installation, or other defects in construction.
   1. Aluminum-framed entrances and storefronts shall withstand movements of supporting structure including, but not limited to, twist, column shortening, long-term creep, and deflection from uniformly distributed and concentrated live loads.
   2. Failure also includes the following:
      a. Thermal stresses transferring to building structure.
      b. Glass breakage.
      c. Noise or vibration created by wind and thermal and structural movements.
      d. Loosening or weakening of fasteners, attachments, and other components.
      e. Failure of operating units.

B. Structural Loads:
   1. Wind Loads: As indicated on Drawings.
   2. Other Design Loads: As indicated on Drawings.

C. Deflection of Framing Members Supporting Glass: At design wind load, as follows:
   1. Deflection Normal to Wall Plane: Limited to 1/175 of clear span for spans of up to 13 feet 6 inches and to 1/240 of clear span plus 1/4-inch for spans greater than 13 feet 6 inches.
   2. Deflection Parallel to Glazing Plane: Limited to amount not exceeding that which reduces glazing bite to less than 75 percent of design dimension and that which reduces edge clearance between framing members and glazing or other fixed components to less than 1/8-inch.

D. Structural: Test in accordance with ASTM E330/E330M as follows:
   1. When tested at positive and negative wind-load design pressures, storefront assemblies, including entrance doors, do not evidence deflection exceeding specified limits.

2. When tested at 150 percent of positive and negative wind-load design pressures, storefront assemblies, including entrance doors and anchorage, do not evidence material failures, structural distress, or permanent deformation of main framing members exceeding 0.2 percent of span.
3. Test Durations: As required by design wind velocity, but not less than 10 seconds.

E. Water Penetration under Static Pressure: Test in accordance with ASTM E331 as follows:
1. No evidence of water penetration through fixed glazing and framing areas, including entrance doors, when tested in accordance with a minimum static-air-pressure differential of 20 percent of positive wind-load design pressure, but not less than 10 pound force per square foot.
2. Maximum Water Leakage: In accordance with AAMA 501.1. Water leakage does not include water controlled by flashing and gutters, or water that is drained to exterior.

F. Energy Performance: Certified and labeled by manufacturer for energy performance as follows:
1. Thermal Transmittance (U-factor):
a. Fixed Glazing and Framing Areas: U-factor for the system of not more than 0.45 Btu per square foot by h by degrees F as determined in accordance with NFRC 100.
b. Entrance Doors: U-factor of not more than 0.77 Btu per square foot by h by degrees F as determined in accordance with NFRC 100.
2. Solar Heat-Gain Coefficient (SHGC):
a. Fixed Glazing and Framing Areas: SHGC for the system of not more than 0.35 as determined in accordance with NFRC 200.
b. Entrance Doors: SHGC of not more than 0.25 as determined in accordance with NFRC 200.
3. Air Leakage:
a. Fixed Glazing and Framing Areas: Air leakage for the system of not more than 0.06-cubic foot per minute per square foot at a static-air-pressure differential of 1.57 pounds of force per square foot when tested in accordance with ASTM E283.
b. Entrance Doors: Air leakage of not more than 1.0 cubic foot per minute per square foot at a static-air-pressure differential of 1.57 pounds of force per square foot.
4. Condensation Resistance Factor (CRF):
a. Fixed Glazing and Framing Areas: CRF for the system of not less than 55 as determined in accordance with AAMA 1503.
b. Entrance Doors: CRF of not less than 63 as determined in accordance with AAMA 1503.

G. Thermal Movements: Allow for thermal movements resulting from ambient and surface temperature changes.
1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.
2. Thermal Cycling: No buckling; stress on glass; sealant failure; excess stress on framing, anchors, and fasteners; or reduction of performance when tested in accordance with AAMA 501.5.
a. High Exterior Ambient-Air Temperature: That which produces an exterior metal-surface temperature of 180 degrees F.
b. Low Exterior Ambient-Air Temperature: Zero degrees F.
c. Interior Ambient-Air Temperature: 75 degrees F.

2.3 STOREFRONT SYSTEMS

A. Framing Members: Manufacturer's extruded- or formed-aluminum framing members of thickness required and reinforced as required to support imposed loads.
   1. Exterior Framing Construction: Thermally broken.
   2. Fabrication Method: Field-fabricated stick system.
   3. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.
   4. Steel Reinforcement: As required by manufacturer.

B. Backer Plates: Manufacturer's standard, continuous backer plates for framing members, if not integral, where framing abuts adjacent construction.

C. Brackets and Reinforcements: Manufacturer's standard high-strength aluminum with nonstaining, nonferrous shims for aligning system components.

2.4 ENTRANCE DOOR SYSTEMS

A. Entrance Doors: Manufacturer's standard glazed entrance doors for manual-swing or automatic operation.
   1. Door Construction: One-and-three-fourths-inch overall thickness, with minimum 0.125-inch-thick, extruded-aluminum tubular rail and stile members. Mechanically fasten corners with reinforcing brackets that are deeply penetrated and fillet welded or that incorporate concealed tie rods.
   2. Door Design: Wide stile; 5-inch nominal width.
   3. Glazing Stops and Gaskets: Beveled, snap-on, extruded-aluminum stops and preformed gaskets.
      a. Provide nonremovable glazing stops on outside of door.
   4. Finish: Match adjacent storefront framing finish.

2.5 ENTRANCE DOOR HARDWARE

A. General:
   1. Door Hardware: Hardware not specified in this Section is specified in Section 08 71 00 "Door Hardware."
   2. Cylinders: As specified in Section 08 71 00 "Door Hardware."
   3. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

B. Hardware sets for aluminum doors located in Section 08 71 00.10 "Door Hardware Schedule."
   1. Weather Stripping: Manufacturer's standard replaceable components.
   2. Weather Sweeps: Manufacturer's standard exterior-door bottom sweep with concealed fasteners on mounting strip.
   3. Thresholds: BHMA A156.21 raised thresholds beveled with a slope of not more than 1:2, with maximum height of 1/2-inch.

2.6 GLAZING

A. Glazing: Comply with Section 08 80 00 "Glazing."Glazing."

B. Glazing Gaskets: Manufacturer's standard sealed-corner pressure-glazing system of black, resilient elastomeric glazing gaskets, setting blocks, and shims or spacers.

C. Glazing Sealants: As recommended by manufacturer.

D. Structural Glazing Sealants: ASTM C1184 chemically curing silicone formulation that is compatible with system components with which it comes in contact; specifically formulated and tested for use as structural sealant and approved by structural-sealant manufacturer for use in storefront system indicated.
   1. Color: Black.
   2. Weatherseal Sealants: ASTM C920 for Type S; Grade NS; Class 25; Uses NT, G, A, and O; chemically curing silicone formulation that is compatible with structural sealant and other system components with which it comes in contact; recommended by structural-sealant, weatherseal-sealant, and structural-sealant-glazed storefront manufacturers for this use.
      a. Color: Match structural sealant.

2.7 MATERIALS

A. Sheet and Plate: ASTM B209.
B. Extruded Bars, Rods, Profiles, and Tubes: ASTM B221.
C. Structural Profiles: ASTM B308/B308M.

2.8 ACCESSORIES

A. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.
   1. Use self-locking devices where fasteners are subject to loosening or turning out from thermal and structural movements, wind loads, or vibration.
   2. Reinforce members as required to receive fastener threads.
   3. Use exposed fasteners with countersunk Phillips screw heads, finished to match framing system.
B. Concealed Flashing: Manufacturer's standard corrosion-resistant, nonstaining, nonbleeding flashing compatible with adjacent materials.
C. Bituminous Paint: Cold-applied asphalt-mastic paint containing no asbestos, formulated for 30-mil thickness per coat.
D. Rigid PVC filler.

2.9 FABRICATION

A. Form or extrude aluminum shapes before finishing.
B. Fabricate components that, when assembled, have the following characteristics:
   1. Profiles that are sharp, straight, and free of defects or deformations.
   2. Accurately fitted joints with ends coped or mitered.
   3. Physical and thermal isolation of glazing from framing members.
   4. Accommodations for thermal and mechanical movements of glazing and framing to maintain required glazing edge clearances.
   5. Provisions for field replacement of glazing from exterior.
   6. Fasteners, anchors, and connection devices that are concealed from view to greatest extent possible.
C. Mechanically Glazed Framing Members: Fabricate for flush glazing without projecting stops.
D. Storefront Framing: Fabricate components for assembly using screw-spline system.

E. Entrance Door Frames: Reinforce as required to support loads imposed by door operation and for installing entrance door hardware.
   1. At interior and exterior doors, provide compression weather stripping at fixed stops.
F. Entrance Doors: Reinforce doors as required for installing entrance door hardware.
   1. At pairs of exterior doors, provide sliding-type weather stripping retained in adjustable strip and mortised into door edge.
   2. At exterior doors, provide weather sweeps applied to door bottoms.
G. Entrance Door Hardware Installation: Factory install entrance door hardware to the greatest extent possible. Cut, drill, and tap for factory-installed entrance door hardware before applying finishes.
H. After fabrication, clearly mark components to identify their locations in Project in accordance with Shop Drawings.

2.10 ALUMINUM FINISHES

A. Color Anodic Finish: AAMA 611, AA-M12C22A42/A44, Class I, 0.018-millimeter or thicker.
   1. Color: black.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. Comply with manufacturer's written instructions.
B. Do not install damaged components.
C. Fit joints to produce hairline joints free of burrs and distortion.
D. Rigidly secure nonmovement joints.
E. Install anchors with separators and isolators to prevent metal corrosion and electrolytic deterioration and to prevent impeding movement of moving joints.
F. Seal perimeter and other joints watertight unless otherwise indicated.
G. Metal Protection:
   1. Where aluminum is in contact with dissimilar metals, protect against galvanic action by painting contact surfaces with materials recommended by manufacturer for this purpose or by installing nonconductive spacers.
   2. Where aluminum is in contact with concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
H. Set continuous sill members and flashing in full sealant bed, as specified in Section 07 92 00 "Joint Sealants," to produce weathertight installation.
I. Install joint filler behind sealant as recommended by sealant manufacturer.
J. Install components plumb and true in alignment with established lines and grades.

3.3 INSTALLATION OF GLAZING

A. Install glazing as specified in Section 08 80 00 "Glazing."

3.4 INSTALLATION OF STRUCTURAL GLAZING

A. Prepare surfaces that will contact structural sealant in accordance with sealant manufacturer's written instructions, to ensure compatibility and adhesion. Preparation includes, but is not limited to, cleaning and priming surfaces.
B. Set glazing into framing in accordance with sealant manufacturer and framing manufacturer's written instructions and standard practice. Use a spacer or backer as recommended by manufacturer.
C. Set glazing with proper orientation so that coatings face exterior or interior as specified.
D. Hold glazing in place using temporary retainers of type and spacing recommended by manufacturer until structural sealant joint has cured.
E. Apply structural sealant to completely fill cavity in accordance with sealant manufacturer and framing manufacturer's written instructions and in compliance with local codes.
F. Apply structural sealant at temperatures indicated by sealant manufacturer for type of sealant.
G. Allow structural sealant to cure in accordance with manufacturer's written instructions.
H. Clean and protect glass as indicated in Section 08 80 00 "Glazing."

3.5 INSTALLATION OF WEATHERSEAL SEALANT

A. After structural sealant has completely cured, remove temporary retainers and insert backer rod between lites of glass as recommended by sealant manufacturer.
B. Install weatherseal sealant to completely fill cavity, in accordance with sealant manufacturer's written instructions, to produce weatherproof joints.

3.6 INSTALLATION OF ALUMINUM-FRAMED ENTRANCE DOORS

A. Install entrance doors to produce smooth operation and tight fit at contact points.
    1. Exterior Doors: Install to produce weathertight enclosure and tight fit at weather stripping.
    2. Field-Installed Entrance Door Hardware: Install surface-mounted entrance door hardware in accordance with entrance door hardware manufacturers' written instructions using concealed fasteners to greatest extent possible.

3.7 ERECTION TOLERANCES

A. Install aluminum-framed entrances and storefronts to comply with the following maximum tolerances:
    1. Plumb: 1/8-inch in 10 feet; 1/4 inch in 40 feet.
    2. Level: 1/8-inch in 20 feet; 1/4-inch in 40 feet.
    3. Alignment:
        a. Where surfaces abut in line or are separated by reveal or protruding element up to 1/2-inch wide, limit offset from true alignment to 1/1- inch.
        b. Where surfaces are separated by reveal or protruding element from 1/2-inch to 1 inch wide, limit offset from true alignment to 1/8-inch.

c. Where surfaces are separated by reveal or protruding element of 1 inch wide or more, limit offset from true alignment to 1/4-inch.

4. Location: Limit variation from plane to 1/8-inch in 12 feet; 1/2-inch over total length.

END OF SECTION

SECTION 08 80 00 - GLAZING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Glass products.
   2. Insulating glass.
   3. Glazing tapes.
   4. Miscellaneous glazing materials.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Glass Manufacturers: Firms that produce primary glass, fabricated glass, or both, as defined in referenced glazing publications.

B. Glass Thicknesses: Indicated by thickness designations in millimeters in accordance with ASTM C1036.

C. IBC: International Building Code.

D. Interspace: Space between lites of an insulating-glass unit.

1.3 COORDINATION

A. Coordinate glazing channel dimensions to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses with reasonable tolerances to achieve proper safety margins for glazing retention under each design load case, load case combination, and service condition.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Glass Samples: For each type of glass product other than clear monolithic vision glass; 12 inches square.

C. Glazing Schedule: List glass types and thicknesses for each size opening and location. Use same designations indicated on Drawings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials in accordance with manufacturer's written instructions. Prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. Comply with insulating-glass manufacturer's written instructions for venting and sealing units to avoid hermetic seal ruptures due to altitude change.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Do not proceed with glazing when ambient and substrate temperature conditions are outside limits permitted by glazing material manufacturers and when glazing channel substrates are wet from rain, frost, condensation, or other causes.
   1. Do not install glazing sealants when ambient and substrate temperature conditions are outside limits permitted by sealant manufacturer or are below 40 degrees F.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. General Glass Manufactures: Unless specified otherwise and subject to compliance with requirements, provide products by the following:
   1. AGC Glass Company North America, Inc.
   2. Guardian Glass; SunGuard.
   3. Pilkington North America.
   4. Viracon, Inc.
   5. Vitro Architectural Glass.

2.2 PERFORMANCE REQUIREMENTS

A. General: Installed glazing systems shall withstand normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to defective manufacture, fabrication, or installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.

B. Structural Performance: Glazing shall withstand the following design loads within limits and under conditions indicated determined in accordance with the IBC and ASTM E1300:
   1. Design Wind Pressures: As indicated on Drawings.
      a. Wind Design Data: As indicated on Drawings.
   2. Thermal Loads: Design glazing to resist thermal stress breakage induced by differential temperature conditions and limited air circulation within individual glass lites and insulated glazing units.

C. Safety Glazing: Where safety glazing is indicated or required by IBC or other code, provide glazing that complies with 16 CFR 1201, Category II.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified, as indicated in manufacturer's published test data, based on procedures indicated below:
   1. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
   2. U-Factors: Center-of-glazing values, in accordance with NFRC 100 and based on most current non-beta version of LBL's WINDOW computer program, expressed as Btu per square feet by hour by degrees F.

2.3 GLASS PRODUCTS, GENERAL

A. Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below unless more stringent requirements are indicated. See these publications for glazing terms not otherwise defined in this Section or in referenced standards.
   1. NGA Publications: "Glazing Manual."
   2. AAMA Publications: AAMA GDSG-1, "Glass Design for Sloped Glazing," and AAMA TIR A7, "Sloped Glazing Guidelines."
   3. IGMA Publication for Sloped Glazing: IGMA TB-3001, "Guidelines for Sloped Glazing."
   4. IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B. Safety Glazing Labeling: Where safety glazing is indicated, permanently mark glazing with certification label of the SGCC or another certification agency acceptable to authorities having jurisdiction or manufacturer. Label shall indicate manufacturer's name, type of glass, thickness, and safety glazing standard with which glass complies.

C. Thickness: Where glass thickness is indicated, it is a minimum. Provide glass that complies with performance requirements and is not less than thickness indicated.
   1. Thickness of Tinted Glass: Provide same thickness for each tint color indicated throughout Project.

D. Strength: Where annealed float glass is indicated, provide annealed float glass, heat-strengthened float glass, or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where heat-strengthened float glass is indicated, provide heat-strengthened float glass or fully tempered float glass as needed to comply with "Performance Requirements" Article. Where fully tempered float glass is indicated, provide fully tempered float glass.

2.4 GLASS PRODUCTS

A. Reflective- and Low-E-Coated Vision Glass: ASTM C1376.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Cardinal Glass Industries.
      b. Guardian Glass; SunGuard.
      c. Saint-Gobain Glass Exprover NA.
      d. Vitro Architectural Glass.

2.5 INSULATING GLASS

A. Insulating-Glass Units: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190.
   1. Sealing System: Dual seal, with manufacturer's standard primary and secondary sealants.
   2. Desiccant: Molecular sieve, silica gel, or a blend of both.

2.6 GLAZING TAPES

A. Back-Bedding Mastic Glazing Tapes: Preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C1281 and AAMA 800 for products indicated below:
   1. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
   2. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

2.7 MISCELLANEOUS GLAZING MATERIALS

A. General: Provide products of material, size, and shape complying with referenced glazing standard, recommended in writing by manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
C. Setting Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.
D. Spacers:
   1. Type recommended in writing by sealant or glass manufacturer.
E. Edge Blocks:
   1. Type recommended in writing by sealant or glass manufacturer.

2.8 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to fit openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.
   1. Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.
      a. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine framing, glazing channels, and stops, with Installer present, for compliance with the following:
   1. Manufacturing and installation tolerances, including those for size, squareness, and offsets at corners.
   2. Presence and functioning of weep systems.
   3. Minimum required face and edge clearances.
   4. Effective sealing between joints of glass-framing members.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean glazing channels and other framing members receiving glass immediately before glazing. Remove coatings not firmly bonded to substrates.
B. Examine glazing units to locate exterior and interior surfaces. Label or mark units as needed so that exterior and interior surfaces are readily identifiable. Do not use materials that leave visible marks in the completed Work.

3.3 GLAZING, GENERAL

A. Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
B. Protect glass edges from damage during handling and installation. Remove damaged glass from Project Site and legally dispose off Project Site. Damaged glass includes glass with edge damage or other imperfections that, when installed, could weaken glass, impair performance, or impair appearance.
C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction testing.
D. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
E. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
F. Provide spacers for glass lites where length plus width is larger than 50 inches.
    1. Locate spacers directly opposite each other on both inside and outside faces of glass. Install correct size and spacing to preserve required face clearances, unless gaskets and glazing tapes are used that have demonstrated ability to maintain required face clearances and to comply with system performance requirements.
    2. Provide 1/8-inch-minimum bite of spacers on glass and use thickness equal to sealant width. With glazing tape, use thickness slightly less than final compressed thickness of tape.
G. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and in accordance with requirements in referenced glazing publications.
H. Set glass lites in each series with uniform pattern, draw, bow, and similar characteristics.
I. Set glass lites with proper orientation so that coatings face exterior or interior as specified.

3.4 TAPE GLAZING

A. Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.
B. Install tapes continuously but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.
C. Cover vertical framing joints by applying tapes to heads and sills first, then to jambs. Cover horizontal framing joints by applying tapes to jambs, then to heads and sills.
D. Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.
E. Do not remove release paper from tape until right before each glazing unit is installed.
F. Apply heel bead of elastomeric sealant.

G. Center glass lites in openings on setting blocks, and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings.
H. Apply cap bead of elastomeric sealant over exposed edge of tape.

3.5 CLEANING AND PROTECTION

A. Immediately after installation, remove non-permanent labels and clean surfaces.
B. Protect glass from contact with contaminating substances resulting from construction operations. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains.
    1. If, despite such protection, contaminating substances do contact with glass, remove substances immediately as recommended in writing by glass manufacturer. Remove and replace glass that cannot be cleaned without damage to coatings.
C. Remove and replace glass that is damaged during construction period.
D. Wash glass on both exposed surfaces not more than 4 days before date scheduled for inspections that establish date of Substantial Completion. Wash glass as recommended in writing by glass manufacturer.
    1. Safety glazing required.

3.6 INSULATING GLASS SCHEDULE

A. Low-E-Coated, Tinted Insulating Glass Type G12:
    1. Overall Unit Thickness: 1 inch.
    2. Minimum Thickness of Each Glass Lite: 6 millimeters.
    3. Outdoor Lite: Tinted float glass.
    4. Tint Color: Gray.
    5. Interspace Content: Air.
    6. Indoor Lite: Clear float glass.
    7. Low-E Coating: Sputtered on second surface.
    8. Summer Daytime U-Factor: 0.22 maximum.
    9. SGHC: .25 maximum.

END OF SECTION

SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Non-load-bearing steel framing systems for interior partitions.
   2. Suspension systems for interior ceilings and soffits.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of code-compliance certification for studs and tracks.

1.4 QUALITY ASSURANCE

A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association, the Steel Framing Industry Association, the Steel Stud Manufacturers Association, or the Supreme Steel Framing System Association.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Notify manufacturer of damaged materials received prior to installation.
B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI S202, "Code of Standard Practice for Cold-Formed Steel Structural Framing."

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Horizontal Deflection: For composite and non-composite wall assemblies, limited to following ratios of the wall height based on horizontal loading of 5 pounds of force per square foot.
   1. Plaster: 1/360.
   2. Gypsum Board and Other Finishes: 1/240.
B. Design Loads: As indicated on architectural Drawings or 5 pounds of force per square foot minimum as required by the IBC.

2.2 FRAMING SYSTEMS

A. Framing Members, General: Comply with AISI S220 for conditions indicated.
   1. Steel Sheet Components: Comply with AISI S220 requirements for metal unless otherwise indicated
   2. Protective Coating: Comply with AISI S220; ASTM A653, G40; or coating with equivalent corrosion resistance. Galvannealed products are unacceptable.
      a. Coating demonstrates equivalent corrosion resistance with an evaluation report acceptable to authorities having jurisdiction.

B. Studs and Track: AISI S220.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. CEMCO; California Expanded Metal Products Co.
      b. ClarkDietrich.
      c. Jaimes Industries.
   2. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
   3. Depth: As indicated on Drawings.

2.3 SUSPENSION SYSTEMS

A. Tie Wire: ASTM A641, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

B. Wire Hangers: ASTM A641, Class 1 zinc coating, soft temper, 0.16-inch in diameter.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced installation standards.
   1. Fasteners for Steel Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
   1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

3.3 INSTALLATION, GENERAL

A. Installation Standard: ASTM C754.
   1. Gypsum Board Assemblies: Also comply with requirements in ASTM C840 that apply to framing installation.
B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
D. Install bracing at terminations in assemblies.
E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.4 INSTALLING FRAMED ASSEMBLIES

A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
C. Install studs so flanges within framing system point in same direction.
D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
   1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
      a. Install two studs at each jamb unless otherwise indicated.
      b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
      c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
   2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
E. Direct Furring:
   1. Screw to wood framing.
   2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches on center.
F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8-inch from the plane formed by faces of adjacent framing.

3.5 INSTALLING CEILING SUSPENSION SYSTEMS

A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
   1. Hangers: 48 inches on center.
B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.

C. Suspend hangers from building structure as follows:
   1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
      a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
   2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
      a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
   3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
   4. Do not attach hangers to steel roof deck.
   5. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
   6. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
   7. Do not connect or suspend steel framing from ducts, pipes, or conduit.

D. Installation Tolerances: Install suspension systems that are level to within 1/8-inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Interior gypsum board.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 09 22 16 "Non-Structural Metal Framing" for non-structural steel framing and suspension systems that support gypsum board panels.

1.2 ACTION SUBMITTALS

A. Product Data: For the following:
   1. Gypsum wallboard.
   2. Gypsum board, Type X.
   3. Interior trim.
   4. Joint treatment materials.
   5. Laminating adhesive.

1.3 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
C. Do not install panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 GYPSUM BOARD, GENERAL

A. Manufacturers: Unless noted otherwise and subject to compliance with requirements, provide products by the following:
   1. Georgia-Pacific Gypsum LLC.
   2. National Gypsum Company.
   3. USG Corporation.

B. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.2 INTERIOR GYPSUM BOARD

A. Gypsum Wallboard: ASTM C1396.
   1. Thickness: Five-eighths-inch.
   2. Long Edges: Tapered.
B. Gypsum Board, Type X: ASTM C1396.
   1. Thickness: Five-eighths-inch.
   2. Long Edges: Tapered.

2.3 TRIM ACCESSORIES

A. Interior Trim: ASTM C1047.
   1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet.
   2. Shapes:
      a. Cornerbead.
      b. U-Bead: J-shaped; exposed short flange does not receive joint compound.
      c. Expansion (control) joint.
      d. Base-of-Wall Moisture Barrier Trim: Galvanized-steel sheet, 2 inches high to extruded PVC, 1/2-inch high.
         1) Manufacturers: Subject to compliance with requirements, provide products by the following:
            a) VersaDry, LLC.
            b) Waterguard.

2.4 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C475.
B. Joint Tape:
   1. Interior Gypsum Board: Paper.

C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
   1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
   2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
      a. Use setting-type compound for installing paper-faced metal trim accessories.
   3. Fill Coat: For second coat, use setting-type, sandable topping compound.
   4. Finish Coat: For third coat, use drying-type, all-purpose compound.

2.5 AUXILIARY MATERIALS

A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
   1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033- to 0.112-inch thick.

C. Thermal Insulation: As specified in Section 07 21 00 "Thermal Insulation."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

A. Comply with ASTM C840.
B. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16-inch of open space between panels. Do not force into place.
C. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
D. Form control and expansion joints with space between edges of adjoining gypsum panels.
E. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.,) except in chases braced internally.
    1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 square feet in area.
    2. Fit gypsum panels around ducts, pipes, and conduits.
    3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch-wide joints to install sealant.

F. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
G. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

A. Install interior gypsum board in the following locations:
    1. Wallboard Type: As indicated on Drawings.
B. Single-Layer Application:
    1. On partitions/walls, apply gypsum panels horizontally (perpendicular to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
        a. Stagger abutting end joints not less than one framing member in alternate courses of panels.

2. On Z-shaped furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
3. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

C. Multilayer Application:
1. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
2. On Z-shaped furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
3. Fastening Methods: Fasten base layers and face layers separately to supports with screws.

3.4 INSTALLATION OF TRIM ACCESSORIES

A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
B. Control Joints: Install control joints according to ASTM C840 and in specific locations approved by Engineer for visual effect.
C. Interior Trim: Install in the following locations:
1. Cornerbead: Use at outside corners unless otherwise indicated.
2. U-Bead: Use at exposed panel edges.
3. Base-of-Wall Moisture Barrier Trim: Install per manufacture's instructions. At restroom walls and walls within 4 feet of plumbing, provide PVC base-of-wall moisture barrier trim with sealant between trim and floor.

3.5 FINISHING GYPSUM BOARD

A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
B. Prefill open joints and damaged surface areas.
C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
1. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

3.6 PROTECTION

A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.

C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
   1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
   2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes acoustical panels and exposed suspension systems for interior ceilings.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
C. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.2 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.3 DELIVERY, STORAGE, AND HANDLING

A. Deliver acoustical panels, suspension-system components, and accessories to Project Site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
B. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

1.4 FIELD CONDITIONS

A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weathertight, wet-work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
   1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.1 ACOUSTICAL PANELS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.
B. Basis of Design product is Dune manufactured by Armstrong World Industries, Inc.
   1. Size: 24 inches by 24 inches by 5/8-inch, item number 1772.
   2. Edge/Joint Detail: Square.
   3. Material: Mineral Fiber.
   4. Color: White.

2.2 METAL SUSPENSION SYSTEM

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation.
   3. United States Gypsum Company.
B. Basis of Design product is Prelude XL 15/16-inch Exposed Tee System manufactured by Armstrong World Industries, Inc.
   1. Material: Hot-dipped Galvanized Steel.
   2. Color: White.

2.3 ACCESSORIES

A. Wire Hangers, Braces, and Ties: Provide wires as follows:
   1. Zinc-Coated, Carbon-Steel Wire: ASTM A641, Class 1 zinc coating, soft temper.
B. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
C. Angle Hangers: Angles with legs not less than 7/8-inch wide; formed with 0.04-inch-thick, galvanized-steel sheet complying with ASTM A653, G90 coating designation; with bolted connections and 5/16-inch-diameter bolts.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
B. Layout openings for penetrations centered on the penetrating items.

3.3 INSTALLATION

A. Install acoustical panel ceilings according to ASTM C636 and manufacturer's written instructions.
B. Suspend ceiling hangers from building's structural members and as follows:

1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
2. Splay hangers only where required to miss obstructions; offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
3. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.
4. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
5. Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
6. Do not support ceilings directly from permanent metal forms or floor deck. Fasten hangers to cast-in-place hanger inserts, postinstalled mechanical or adhesive anchors, or power-actuated fasteners that extend through forms into concrete.
7. When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
8. Do not attach hangers to steel deck tabs.
9. Do not attach hangers to steel roof deck. Attach hangers to structural members.
10. Space hangers not more than 48 inches on center along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches from ends of each member.
11. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.

C. Secure bracing wires to ceiling suspension members and to supports with a minimum of four tight turns. Suspend bracing from building's structural members as required for hangers, without attaching to permanent metal forms, steel deck, or steel deck tabs. Fasten bracing wires into concrete with cast-in-place or postinstalled anchors.

D. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
2. Screw attach moldings to substrate at intervals not more than 16 inches on center and not more than 3 inches from ends. Miter corners accurately and connect securely.
3. Do not use exposed fasteners, including pop rivets, on moldings and trim.

E. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.

F. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
1. Arrange directionally patterned acoustical panels as follows:
a. As indicated on reflected ceiling plans.

b. Install panels with pattern running in one direction parallel to long axis of space.
c. Install panels in a basket-weave pattern.

2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
3. For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
4. For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
5. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
6. Install hold-down clips in areas indicated; space according to panel manufacturer's written instructions unless otherwise indicated.
7. Install clean-room gasket system in areas indicated, sealing each panel and fixture as recommended by panel manufacturer's written instructions.
8. Protect lighting fixtures and air ducts according to requirements indicated for fire-resistance-rated assembly.

3.4 ERECTION TOLERANCES

A. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8-inch in 12 feet, non-cumulative.
B. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8-inch in 12 feet, non-cumulative.

3.5 CLEANING

A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
B. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION

SECTION 09 91 23 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surface preparation and the application of paint systems on:
      a. Concrete.
      b. Steel.
      c. Galvanized metal.
      d. Aluminum (not anodized or otherwise coated).
      e. Gypsum board.
      f. Plywood.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 09 91 13 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.2 DEFINITIONS

A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D523, a matte flat finish.

B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523, a high-side sheen flat, velvet-like finish.

C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D523, an eggshell finish.

D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D523, a satin-like finish.

E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523, a semi-gloss finish.

F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D523, a gloss finish.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product. Include preparation requirements and application instructions.

B. Product List: For each product indicated, include the following:
   1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
   2. VOC content.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project Site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
   1. Product name and type (description).
   2. Batch date.

3. Color number.
4. VOC content.
5. Environmental handling requirements.
6. Surface preparation requirements.
7. Application instructions.

B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 degrees F.
1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.5 FIELD CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 degrees F.
B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.
C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
1. If suspected lead paint is encountered, do not disturb; immediately notify Engineer and Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company products indicated or comparable product from one of the following:
1. Benjamin Moore & Co.
2. Kwal, Division of Sherwin-Williams.
3. PPG Engineerural Finishes, Inc.
4. Kelly Moore.
5. Dunn Edwards.

B. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

A. Standards: Provide products that comply with manufacturer's premium first quality standards indicated and like VOC limits.
B. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

C. Colors: As selected by Engineer from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
   1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:
   1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
      a. Concrete: Twelve percent.
      b. Masonry (Clay and CMU): Twelve percent.
      c. Wood: Fifteen percent.
      d. Gypsum Board: Twelve percent.
      e. Plaster: Twelve percent.
   2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
   3. Plaster Substrates: Verify that plaster is fully cured.
   4. Spray-Textured Ceiling Substrates: Verify that surfaces are dry.

C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.

C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
   1. Remove incompatible primers and re-prime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.

D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
   1. SSPC-SP 2, "Hand Tool Cleaning."
   2. SSPC-SP 3, "Power Tool Cleaning."
   3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
   4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."

E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

G. Aluminum Substrates: Remove loose surface oxidation.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
   1. Use applicators and techniques suited for paint and substrate indicated.
   2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
   3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
   4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
   5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
   1. Paint the following Work where exposed in equipment rooms:
      a. Equipment, including panelboards.
      b. Uninsulated metal piping.
      c. Uninsulated plastic piping.
      d. Pipe hangers and supports.
      e. Metal conduit.
      f. Plastic conduit.
      g. Tanks that do not have factory-applied final finishes.
   2. Paint the following Work where exposed in occupied spaces:
      a. Equipment, including panel boards.
      b. Uninsulated metal piping.
      c. Uninsulated plastic piping.
      d. Pipe hangers and supports.
      e. Metal conduit.
      f. Plastic conduit.
      g. Other items as directed by Engineer.
   3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
   1. Contractor shall touch up and restore painted surfaces damaged by testing.
   2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project Site.
B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
C. Protect Work of other trades against damage from paint application. Correct damage to Work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Engineer, and leave in an undamaged condition.
D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Concrete: Walls and Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Tilt-Up, Cast-in-Place including Plaster Walls and Ceilings.
   1. Latex Systems:
      a. Eg-Shel / Satin Finish:
         1) First Coat: S-W Loxon Concrete and Masonry Primer Sealer, LX02W50 (8 mils wet, 3.2 mils dry).
         2) Second Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series.
         3) Third Coat; S-W ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series (4 mils wet, 1.7 mils dry per coat).

B. Wood: Walls, Ceilings, Doors, and Trim.
   1. Latex Systems:
      a. Eg-Shel / Satin Finish:
         1) First Coat: S-W Premium Wall and Wood Primer, B28W8111 (4 mils wet, 1.8 mils dry).
         2) Second Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series.
         3) Third Coat: S-W ProClassic Waterborne Acrylic Satin, B20 Series (4 mils wet, 1.2 mils dry per coat).
C. Drywall: Walls, Ceilings, Gypsum Board, and similar items.
   1. Latex Systems:
      a. Eg-Shel / Satin Finish:
         1) First Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600 (4 mils wet, 1.5 mils dry).
         2) Second Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series.

3) Third: Coat: S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series (4 mils wet, 1.7 mils dry per coat).

END OF SECTION

SECTION 10 28 13 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Public-use washroom accessories.
   2. Custodial accessories.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 COORDINATION

A. Coordinate accessory locations with other work to prevent interference with clearances required for access by people with disabilities, and for proper installation, adjustment, operation, cleaning, and servicing of accessories.
B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
   2. Include anchoring and mounting requirements, including requirements for cutouts in other work and substrate preparation.
   3. Include electrical characteristics.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
B. Structural Performance: Design accessories and fasteners to comply with the following requirements:
   1. Grab Bars: Installed units are able to resist 250 pounds of force concentrated load applied in any direction and at any point.

2.2 PUBLIC-USE WASHROOM ACCESSORIES

A. Source Limitations: Obtain public-use washroom accessories from single source from single manufacturer.

B. Toilet Tissue (Roll) Dispenser (TTD-1):
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Description: Double-roll dispenser.
3. Mounting: Surface mounted.
4. Operation: Noncontrol delivery with standard spindle.
5. Capacity: Designed for 4-1/2- or 5-inch-diameter tissue rolls.
6. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
7. Basis of Design: Bradley model 5263.

C. Paper Towel (Folded) Dispenser/12 Gallon Waste (PTDWR):
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Mounting: Surface mounted.
3. Minimum Capacity: 600 C-fold or 800 multifold towels.
4. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
5. Lockset: Tumbler type.
6. Refill Indicator: None.
7. Basis of Design: Bradley model 234-11.

D. Soap Dispenser (SD):
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Mounting: Surface mounted.
3. Description: Designed for manual operation and dispensing soap in liquid form.
4. Mounting: Vertically oriented, surface mounted.
5. Lockset: Tumbler type.
6. Refill Indicator: Window type.
7. Basis of Design: Bradley model 6562.

E. Grab Bar:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Mounting: Flanges with concealed fasteners.
3. Material: Stainless steel, 0.05-inch-thick.
a. Finish: Smooth, ASTM A480 No. 4 finish (satin) on ends and slip-resistant texture in grip area.

4. Outside Diameter: One-and-one-fourth inches.
5. Configuration and Length: As indicated on Drawings.
6. Basis of Design product: Bradley model 832.

F. Mirror Unit (M1):
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Frame: Stainless steel channel.
a. Corners: Manufacturer's standard.
3. Mounting: Surface mounted.
4. Size: 18 inches by 36 inches.
5. Basis of Design product: Bradley model 780-1836.

G. Hook:
1. Description: Double-prong unit.
2. Mounting: Concealed.
3. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
4. Basis of Design product: Bradley model 9124.

2.3 CUSTODIAL ACCESSORIES

A. Custodial Utility Shelf:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Description: With exposed edges turned down not less than 1/2-inch and supported by two triangular brackets welded to shelf underside.
3. Size: 30 inches long by 8 inches deep.
4. Material and Finish: Not less than nominal 0.05-inch-thick stainless steel, ASTM A480 No. 4 finish (satin).
5. Basis of Design product: Bradley model 9983.

B. Custodial Mop and Broom Holder:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Description: Unit with holders,.
3. Mop/Broom Holders: Three, spring-loaded, rubber hat, cam type.
4. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
5. Basis of Design product: Bradley 9953.

C. Custodial Paper Towel (Folded) Dispenser:
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
a. American Specialties, Inc.
b. Bobrick Washroom Equipment, Inc.
c. Bradley Corporation.
2. Mounting: Surface mounted.

3. Minimum Capacity: 400 C-fold or 525 multifold towels.
4. Material and Finish: Stainless steel, ASTM A480 No. 4 finish (satin).
5. Lockset: Tumbler type.
6. Refill Indicator: Pierced slots at sides or front.
7. Basis of Design product: Bradley model 250-15.

2.4 MATERIALS

A. Steel Sheet: ASTM A1008, Designation CS (cold rolled, commercial steel), 0.036-inch-minimum nominal thickness.
B. Galvanized-Steel Sheet: ASTM A653, with G60 hot-dip zinc coating.
C. Galvanized-Steel Mounting Devices: ASTM A153, hot-dip galvanized after fabrication.
D. Fasteners: Screws, bolts, and other devices of same material as accessory unit, unless otherwise recommended by manufacturer or specified in this Section, and tamper and theft resistant where exposed, and of stainless or galvanized steel where concealed.
E. Mirrors: ASTM C1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 millmeters thick.

2.5 FABRICATION

A. General: Fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with full-length, continuous hinges. Equip units for concealed anchorage and with corrosion-resistant backing plates.
B. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of twoInsert number keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install accessories according to manufacturer's written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
   1. Remove temporary labels and protective coatings.
B. Grab Bars: Install to comply with specified structural-performance requirements.
C. Shower Seats: Install to comply with specified structural-performance requirements.

3.2 ADJUSTING AND CLEANING

A. Adjust accessories for unencumbered, smooth operation. Replace damaged or defective items.
B. Clean and polish exposed surfaces according to manufacturer's written instructions.

END OF SECTION

SECTION 10 44 16 - FIRE EXTINGUISHERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes portable, hand-carried fire extinguishers and mounting brackets for fire extinguishers.
B. Related Requirements:
   1. Divisions 01 Specification Sections apply to Work of this Section.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include rating and classification, material descriptions, dimensions of individual components and profiles, and finishes for fire extinguisher and mounting brackets.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For fire extinguishers to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. NFPA Compliance: Fabricate and label fire extinguishers to comply with NFPA 10, "Portable Fire Extinguishers."
B. Fire Extinguishers: Listed and labeled for type, rating, and classification by an independent testing agency acceptable to authorities having jurisdiction.

2.2 PORTABLE, HAND-CARRIED FIRE EXTINGUISHERS

A. Fire Extinguishers: Type, size, and capacity for each mounting bracket (FEB) indicated.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. JL Industries, Inc.; a division of the Activar Construction Products Group.
      b. Larsens Manufacturing Company.
      c. Potter Roemer LLC.
   2. Handles and Levers: Manufacturer's standard.
   3. Instruction Labels: Include pictorial marking system complying with NFPA 10, Appendix B.
B. Multipurpose Dry-Chemical Type in Steel Container: UL-rated 4-A:60-B:C, 10-pound nominal capacity with monoammonium phosphate-based dry chemical in enameled-steel container.

2.3 MOUNTING BRACKETS (FEB)

A. Mounting Brackets: Manufacturer's standard steel, designed to secure fire extinguisher to wall or structure, of sizes required for types and capacities of fire extinguishers indicated, with red baked-enamel finish.
   1. Manufacturers: Subject to compliance with requirements provide products from the Fire Extinguisher manufacturer or one of the following:
      a. JL Industries, Inc: a division of Activar Construction Products Group.
      b. Larsens Manufacturing Company.
      c. Potter Roemer LLC.
   2. Identification: Letter complying with authorities have jurisdiction for letter style, size, spacing, and location. Locate as indicated by Architect/Engineer.
      a. Identify bracket-mounted fire extinguishers with the words "FIRE EXTINGUISHER" in red letter decals applied to mounting surface.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine fire extinguishers for proper charging and tagging.
   1. Remove and replace damaged, defective, or undercharged fire extinguishers.
B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General: Install fire extinguishers in locations indicated and in compliance with requirements of authorities having jurisdiction.
B. Mounting Brackets: Fasten mounting brackets to surfaces, square and plumb, at locations indicated.

END OF SECTION

SECTION 11 40 00 - FOODSERVICE EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Owner-Furnished Equipment: Where indicated, Owner will furnish equipment for installation by Contractor.
B. Related Requirements:
   1. Division 01 Specification Sections, apply to this Section.

1.2 COORDINATION

A. Coordinate foodservice equipment layout and installation with other Work, including layout and installation of lighting fixtures, HVAC equipment, and fire-suppression system components.
B. Coordinate locations and requirements of utility service connections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install foodservice equipment level and plumb, according to manufacturer's written instructions.
   1. Connect equipment to utilities.
   2. Provide cutouts in equipment, neatly formed, where required to run service lines through equipment to make final connections.
B. Complete equipment assembly where field assembly is required.
C. Install equipment with access and maintenance clearances that comply with manufacturer's written installation instructions and with requirements of authorities having jurisdiction.
D. Install cabinets and similar equipment on bases in a bed of sealant.
E. Install closure-trim strips and similar items requiring fasteners in a bed of sealant.
F. Install joint sealant in joints between equipment and abutting surfaces with continuous joint backing unless otherwise indicated. Produce airtight, watertight, vermin-proof, sanitary joints.

3.2 CLEANING AND PROTECTING

A. After completing installation of equipment, repair damaged finishes.
B. Clean and adjust equipment as required to produce ready-for-use condition.
C. Protect equipment from damage during remainder of the construction period.

END OF SECTION

SECTION 13 34 19 - METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Structural-steel framing.
   2. Metal roof panels.
   3. Metal wall panels.
   4. Thermal insulation.
   5. Accessories.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project Site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of metal building system component, including insulation systems.

B. Shop Drawings: Indicate components by others. Include full building plan, elevations, Sections, details, and attachments to other Work, and insulation systems.

C. Delegated Design Submittals: For metal building systems.
   1. Include analysis data indicating compliance with performance requirements and design data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 WARRANTY

A. Special Warranty on Metal Panel Finishes: Manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
   1. Finish Warranty Period: Twenty years from date of Substantial Completion.

B. Special Weathertightness Warranty for Standing-Seam Metal Roof Panels: Manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that leak or otherwise fail to remain weathertight within specified warranty period.
   1. Warranty Period: Twenty years from date of Substantial Completion.

C. Insulation: Manufacturer agrees to repair or replace system where evidence of degradation or performance is seen within the warranty period.
   1. Warranty Period: Ten years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
   1. ACI Building Systems, Inc.
   2. Nucor Corporation, Nucor Buildings Group.
   3. Standard Structures, Inc. (SSI).

2.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design metal building system.

B. Structural Performance: Metal building systems to withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated according to procedures in MBMA's "Metal Building Systems Manual."
   1. Design Loads: As indicated on Drawings.
   2. Deflection and Drift Limits:
      a. Design metal building system assemblies to withstand serviceability design loads without exceeding deflections and drift limits recommended in AISC Steel Design Guide No. 3 "Serviceability Design Considerations for Steel Buildings."

C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
   1. Temperature Change: 120 degrees F, ambient; 180 degrees F, material surfaces.

D. Structural Performance for Metal Roof and Wall Panels: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E1592:
   1. Wind Loads: As indicated on Drawings.

E. Air Infiltration for Metal Roof Panels: Air leakage of not more than 0.06 cubic feet per minute per square feet when tested according to ASTM E1680 or ASTM E283 at the following test-pressure difference:
   1. Test-Pressure Difference: 1.57 pound force per square feet.

F. Air Infiltration for Metal Wall Panels: Air leakage of not more than 0.06 cubic feet per minutes per square feet when tested according to ASTM E283 at the following test-pressure difference:
   1. Test-Pressure Difference: 1.57 pounds of force per square feet.

G. Water Penetration for Metal Roof Panels: No water penetration when tested according to ASTM E1646 or ASTM E331 at the following test-pressure difference:
   1. Test-Pressure Difference: 2.86 pounds of force per square feet.

H. Water Penetration for Metal Wall Panels: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
   1. Test-Pressure Difference: 2.86 pounds of force per square feet.

I. Thermal Performance for Opaque Elements: Provide the following maximum U-factors and minimum R-values when tested according to ASTM C1363 or ASTM C518:
   1. Roof:
      a. R-Value: Minimum R-19+R-11 LS.
   2. Walls:
      a. R-Value: Minimum R-13+R6.5ci.

2.3 METAL ROOF PANELS

A. Basis of Design product is Zee-Lock Panel manufactured by Berridge Manufacturing Co., San Antonio, Texas. Standing Seam Concealed Fastener, Metal Roof Panels: Formed with smooth panel between standing mechanically seamed side lap; designed to be installed by lapping side edges of adjacent panels and mechanically seaming panels to supports with extruded vinyl weatherseal on all continuous ribs.
   1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755.
      a. Exterior Finish: Kynar 500/Hynar 5000.
      b. Color: Cityscape.
   2. Panel Coverage: Sixteen inches.
   3. Panel Height: Two inches.

2.4 METAL WALL PANELS

A. Metal Wall Panel Type-A: Basis of Design product is "M" Panel manufactured by Berridge Manufacturing Co., San Antonio, Texas. Exposed-Fastener, Tapered-Rib, Metal Wall Panels: Formed with raised, trapezoidal major ribs; designed to be installed vertically by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps.
   1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755.
      a. Exterior Finish: Kynar 500/Hynar 5000.
      b. Color: Cityscape.
   2. Major-Rib Spacing: Six inches on center
   3. Panel Coverage: 36 inches.
   4. Panel Height: 0.75 inches.
   5. Panel Thickness: 22 gauge.

B. Metal Wall Panel Type-B: Basis of Design product is Thin-Line panel manufactured by Berridge Manufacturing Co., San Antonio, Texas. Concealed-Fastener Metal Wall Panels: Formed with smooth finish; designed to be installed vertically by lapping side edges of adjacent panels to supports or solid sheathing using concealed fasteners inside side laps.
   1. Material: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, nominal uncoated steel thickness. Prepainted by the coil-coating process to comply with ASTM A755.
      a. Exterior Finish: Kynar 500/Hynar 5000.
      b. Color: Charcoal Gray.
   2. Panel Coverage: Three and five-eighths inches.
   3. Panel Height: Three-eighths inch.

4. Panel Thickness: 24 gauge.

2.5 THERMAL INSULATION

A. Roof Liner Systems: Basis of Design product is the Simple Saver insulation system (with OSHA compliant through fall protection) manufactured by Thermal Design with an installed total roof insulation R-value as listed above and an average installed thickness of 12 inches. Roof system shall be a multi-layer system. A thermal break shall be applied where there is no existing thermal break between metal panel and metal structure.

B. Wall Liner System: Basis of Design product is the Simple Saver insulation system manufactured by Thermal Design with an installed total R-value as listed above and an installed thickness of 8 inches, completely filling cavity between girts. A thermal break shall be applied where there is no existing thermal break between metal panel and metal structure.

2.6 ACCESSORIES

A. General: Provide accessories as standard with metal building system manufacturer and as specified. Fabricate and finish accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes. Comply with indicated profiles and with dimensional and structural requirements.
   1. Form exposed sheet metal accessories that are without excessive oil-canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.

B. Roof Panel Accessories: Provide components required for a complete metal roof panel assembly including copings, fasciae, corner units, ridge closures, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

C. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including copings, fasciae, mullions, sills, corner units, clips, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels unless otherwise indicated.

D. Flashing and Trim: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, prepainted with coil coating; finished to match adjacent metal panels.

E. Gutters: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, prepainted with coil coating; finished to match roof fascia and rake trim. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch-long sections, sized according to SMACNA's "Architectural Sheet Metal Manual."
   1. Gutter Supports: Fabricated from same material and finish as gutters.
   2. Strainers: Bronze, copper, or aluminum wire ball type at outlets.

F. Downspouts: Zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet, 0.018-inch nominal uncoated steel thickness, prepainted with coil coating; finished to match metal wall panels. Fabricate in minimum 10-foot-long sections, complete with formed elbows and offsets.
   1. Mounting Straps: Fabricated from same material and finish as gutters.

G. Simple Saver Insulation Systems accessories:

1. UVMAX Steel Strap, 100 KSI minimum yield high tensile strength steel, galvanized, primed and painted the specified color on the exposed side with clear coat primer on the concealed side.
   a. Size: 0.02-inch by 1inch by continuous length.
   b. Color: White
   c. Fasteners: #12 by 3/4-inch plated self-drilling screws with sealing washers painted to match the specified color for fastening to light gauge steel (up to 12 GA purlins) or #12 by 1-1/4-inch plated self-drilling screws with sealing washers, painted to match the specified color for heavier gauge steel (up to 3/8-inch purlins or bar joists). Always install two fasteners in the end of each strap for safety and to withstand installation stress, and one fastener at all other designated fastening points.
2. Syseal Fabric shall be woven reinforced high-density polyethylene yarns coated on both sides with a continuous polyethylene film. Fabric shall comply with ASTM E84 and be Class A compliant with a flame spread index of 25 or less. This material shall be manufactured in large custom pieces by extrusion welding from roll goods. Pieces shall be fabricated to substantially fit the large defined building areas with minimum practical sealing to be done on job site. Fabric shall be folded to allow for rapid pull-out on the strap support system and certified for fall protection by the manufacturer.
   a. Color: Syseal FP (White), roof and walls.
3. Sealant: Simple Saver System G524 High Tack Sealant.
4. Insulation: Fiberglass blanket or batt insulation meeting ASTM C991 Type 1, ASTM E136, and ASTM E84.
5. Fast-R Insulation Hangers: Preformed, rigid insulation hangers for supporting insulation between wall girts or roof purlins where roof pitch is 4:12 or greater. Coiled hangers are not allowed.
6. Thermal Break: 3/16 inch by 3 inch Quik-Stop Trash Free foam tape, closed cell polyethylene foam with pre-applied adhesive film and peel-off backing

2.7 FABRICATION

A. General: Design components and field connections required for erection to permit easy assembly.
   1. Mark each piece and part of the assembly to correspond with previously prepared erection drawings, diagrams, and instruction manuals.
   2. Fabricate structural framing to produce clean, smooth cuts and bends. Punch holes of proper size, shape, and location. Members to be free of cracks, tears, and ruptures.

B. Tolerances: Comply with MBMA's "Metal Building Systems Manual" for fabrication and erection tolerances.

C. Primary Framing: Shop fabricate framing components to indicated size and section, with baseplates, bearing plates, stiffeners, and other items required for erection welded into place. Cut, form, punch, drill, and weld framing for bolted field assembly.

D. Secondary Framing: Shop fabricate framing components to indicated size and section by roll forming or break forming, with baseplates, bearing plates, stiffeners, and other plates required for erection welded into place. Cut, form, punch, drill, and weld secondary framing for bolted field connections to primary framing.

E. Metal Panels: Fabricate and finish metal panels at the factory to greatest extent possible by manufacturer's standard procedures and processes as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
   1. Provide panel profile including major ribs and intermediate stiffening ribs, if any, for full length of metal panel.

2.8 SOURCE QUALITY CONTROL

A. Special Inspection: Owner will engage a qualified special inspector to perform source quality control inspections and to submit reports.
   1. Accredited Manufacturers: Special inspections will not be required if fabrication is performed by an IAS AC472-accredited manufacturer approved by authorities having jurisdiction to perform such Work without special inspection.
B. Product will be considered defective if it does not pass tests and inspections.
C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 METAL PANEL INSTALLATION, GENERAL

A. General: Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
   1. Field cut metal panels as required for doors, windows, and other openings. Cut openings as small as possible, neatly to size required, and without damage to adjacent metal panel finishes.
      a. Field cutting of metal panels by torch is not permitted unless approved in writing by manufacturer.
   2. Install metal panels perpendicular to structural supports unless otherwise indicated.
   3. Flash and seal metal panels with weather closures at perimeter of openings and similar elements. Fasten with self-tapping screws.
   4. Locate and space fastenings in uniform vertical and horizontal alignment.
   5. Locate metal panel splices over structural supports with end laps in alignment.
   6. Lap metal flashing over metal panels to allow moisture to run over and off the material.
B. Lap-Seam Metal Panels: Install screw fasteners using power tools with controlled torque adjusted to compress EPDM washers tightly without damage to washers, screw threads, or metal panels. Install screws in predrilled holes.
   1. Arrange and nest side-lap joints so prevailing winds blow over, not into, lapped joints. Lap ribbed or fluted sheets one full rib corrugation. Apply metal panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by metal roof panel manufacturer.

D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal panel assemblies. Provide types of gaskets, fillers, and sealants indicated; or, if not indicated, provide types recommended by metal panel manufacturer.
   1. Seal metal panel end laps with double beads of tape or sealant the full width of panel. Seal side joints where recommended by metal panel manufacturer.
   2. Prepare joints and apply sealants to comply with requirements in Section 07 92 00 "Joint Sealants."

3.2 METAL ROOF PANEL INSTALLATION

A. General: Provide metal roof panels of full length from eave to ridge unless otherwise indicated or restricted by shipping limitations.
   1. Install ridge caps as metal roof panel Work proceeds.
   2. Flash and seal metal roof panels with weather closures at eaves and rakes. Fasten with self-tapping screws.

B. Standing-Seam Metal Roof Panels: Secure metal roof panels to supports with seamer recommended by manufacturer.
   1. Provide continuous vinyl weatherseal under heads of standing seams on weather side of metal roof panels.
   2. Provide sealant tape at protruding equipment, vents, and accessories.
   3. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps and on side laps of nesting-type metal panels, on side laps of ribbed or fluted metal panels, and elsewhere as needed to make metal panels weatherproof to driving rains.

C. Metal Fascia Panels: Align bottom of metal panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws. Flash and seal metal panels with weather closures where fasciae meet soffits, along lower panel edges, and at perimeter of all openings.

3.3 METAL WALL PANEL INSTALLATION

A. General: Install metal wall panels in orientation, sizes, and locations indicated on Drawings. Install panels perpendicular to girts, extending full height of building, unless otherwise indicated. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
   1. Unless otherwise indicated, begin metal panel installation at corners with center of rib lined up with line of framing.
   2. Shim or otherwise plumb substrates receiving metal wall panels.
   3. When two rows of metal panels are required, lap panels 4 inches minimum.
   4. When building height requires two rows of metal panels at gable ends, align lap of gable panels over metal wall panels at eave height.
   5. Rigidly fasten base end of metal wall panels and allow eave end free movement for thermal expansion and contraction. Predrill panels.
   6. Flash and seal metal wall panels with weather closures at eaves and rakes and at perimeter of all openings. Fasten with self-tapping screws.
   7. Install screw fasteners in predrilled holes.
   8. Install flashing and trim as metal wall panel work proceeds.
   9. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete, and elsewhere as indicated on Drawings; if not indicated, as necessary for waterproofing.

10. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-drilling or self-tapping screws.
11. Provide weatherproof escutcheons for pipe and conduit penetrating exterior walls.

B. Metal Wall Panels: Install metal wall panels on exterior side of girts. Attach metal wall panels to supports with fasteners as recommended by manufacturer.

3.4 THERMAL INSULATION INSTALLATION

A. General: Install insulation concurrently with metal panel installation, in thickness indicated to cover entire surface, according to manufacturer's written instructions.
1. Set vapor-retarder-faced units with vapor retarder toward warm side of construction unless otherwise indicated. Do not obstruct ventilation spaces except for firestopping.
2. Tape joints and ruptures in vapor retarder, and seal each continuous area of insulation to the surrounding construction to ensure airtight installation.
3. Install factory-laminated, vapor-retarder-faced blankets straight and true in one-piece lengths, with both sets of facing tabs sealed, to provide a complete vapor retarder.
4. Install blankets straight and true in one-piece lengths. Install vapor retarder over insulation, with both sets of facing tabs sealed, to provide a complete vapor retarder.

B. Blanket Roof Insulation: Comply with the following installation method:
1. Install insulation per manufacturer's written instructions.
2. Over-Framing Installation: Extend insulation and vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal roof panels fastened to secondary framing.
3. Between-Purlin Installation: Extend insulation and vapor retarder between purlins. Carry vapor-retarder-facing tabs up and over purlin, overlapping adjoining facing of next insulation course and maintaining continuity of retarder. Hold in place with bands and crossbands below insulation.
4. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.

C. Blanket Wall Insulation: Fit insulation vertically between girts, impaled on insulation hangers. Fluff insulation to the specified thickness, insuring there are no gaps or voids. Apply vapor retarder over and perpendicular to top flange of secondary framing. Hold in place by metal wall panels fastened to secondary framing.
1. Retainer Strips: Install retainer strips at each longitudinal insulation joint, straight and taut, nesting with secondary framing to hold insulation in place.
2. Seal wall fabric to the roof fabric and to the base angle, or base cee channel as well as the column flanges.
3. Additional straps are installed along the base angle and each column to retain system permanently in place.

3.5 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal roof panel assembly, including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.

2. Install components for a complete metal wall panel assembly, including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
3. Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with corrosion-resistant coating, by applying rubberized-asphalt underlayment to each contact surface, or by other permanent separation as recommended by manufacturer.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible and set units true to line and level. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Install exposed flashing and trim that is without excessive oil-canning, buckling, and tool marks and that is true to line and levels indicated with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped or bayonet-type expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).

C. Gutters: Join sections with riveted-and-soldered or lapped-and-sealed joints. Attach gutters to eave with gutter hangers spaced as required for gutter size, but not more than 36 inches on center using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

D. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches on center in between.
1. Provide elbows at base of downspouts to direct water away from building.
2. Tie downspouts to underground drainage system indicated.

3.6 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform field quality control special inspections and to submit reports.

B. Product will be considered defective if it does not pass tests and inspections.

C. Prepare test and inspection reports.

END OF SECTION

SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Pipe hangers and supports.
   2. Hanger rods.
   3. Equipment curbs.
   4. Formed steel channel.
   5. Equipment bases and supports.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME B31.1 - Power Piping.
   2. ASME B31.5 - Refrigeration Piping.
   3. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
   2. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
   3. ASTM E814 - Standard Test Method for Fire Tests of Through Penetration Fire Stops.
   4. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.

C. American Welding Society:
   1. AWS D1.1 - Structural Welding Code - Steel.

D. FM Global:
   1. FM - Approval Guide, A Guide to Equipment, Materials & Services Approved By Factory Mutual Research For Property Conservation.

E. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."

B. Shop Drawings: Indicate system layout with location including critical dimensions, sizes, and pipe hanger and support locations and detail of trapeze hangers.

C. Product Data:
   1. Hangers and Supports: Submit manufacturers catalog data including load capacity.

D. Design Data: Indicate load carrying capacity of trapeze, multiple pipe, and riser support hangers.

E. Manufacturer's Installation Instructions:
   1. Hangers and Supports: Submit special procedures and assembly of components.
F. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
B. Perform Work in accordance with State and local standards.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
B. Protect from weather and construction traffic, dirt, water, chemical, and damage, by storing in original packaging.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements."

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

A. Plumbing Piping - DWV:
   1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
   2. Hangers for Pipe Sizes 1/2- to 1-1/2 inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
   3. Hangers for Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
   4. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   5. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
   6. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
   7. Vertical Support: Steel riser clamp.
   8. Floor Support: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
   9. Copper Pipe Support: Copper-plated, carbon-steel adjustable, ring.

B. Plumbing Piping - Water:
   1. Conform to ASME B31.9, ASTM F708, MSS SP58, MSS SP69, or MSS SP89.
   2. Hangers for Pipe Sizes 1/2- to 1-1/2 inch: Malleable iron or Carbon steel, adjustable swivel, split ring.
   3. Hangers for Cold Pipe Sizes 2 inches and Larger: Carbon steel, adjustable, clevis.
   4. Hangers for Hot Pipe Sizes 2 to 4 inches: Carbon steel, adjustable, clevis.
   5. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
   6. Wall Support for Pipe Sizes 3 inches and Smaller: Cast iron hook.
   7. Wall Support for Pipe Sizes 4 inches and Larger: Welded steel bracket and wrought steel clamp.
   8. Vertical Support: Steel riser clamp.
   9. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
   10. Floor Support for Hot Pipe Sizes 4 inches and Smaller: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
   11. Copper Pipe Support: Copper-plated, Carbon-steel ring.

2.2 ACCESSORIES

A. Hanger Rods: Mild steel threaded both ends, threaded on one end, or continuous threaded.

2.3 EQUIPMENT CURBS

A. Fabrication: Unless otherwise noted, shall be welded 18 gauge galvanized steel shell and base, mitered 3-inch cant, variable step to match roof insulation, 1-1/2-inch thick insulation, factory installed wood nailer. Provide tapered curbs to match roof slope.

2.4 FORMED STEEL CHANNEL

A. Manufacturers:
   1. B-line, an Eaton business.
   2. Unistrut; Part of Atkore International.
   3. Substitutions: See Section 23 05 00 "General Mechanical Requirements."
B. Product Description: Galvanized 12 gauge thick steel. With holes 1-1/2 inches on center.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify the existing conditions before starting work.
B. Verify openings are ready to receive sleeves.
C. Verify openings are ready to receive firestopping.

3.2 PREPARATION

A. Obtain permission from Engineer before using powder-actuated anchors.
B. Do not drill or cut structural members without obtaining permission from Engineer.

3.3 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Install in accordance with ASME B31.1, ASME B31.5, ASME 31.9, ASTM F708,MSS SP 58, MSS SP 69, or MSS SP 89.
B. Support horizontal piping as scheduled.
C. Install hangers with minimum 1/2-inch space between finished covering and adjacent work.
D. Place hangers within 12 inches of each horizontal elbow.
E. Use hangers with 1-1/2-inch minimum vertical adjustment.
F. Support horizontal cast iron pipe adjacent to each hub, with 5 feet maximum spacing between hangers.
G. Support vertical piping at every floor. Support vertical cast iron pipe at each floor at hub.
H. Where piping is installed in parallel and at same elevation, provide multiple pipe or trapeze hangers.
I. Support riser piping independently of connected horizontal piping.
J. Provide copper plated hangers and supports for copper piping.
K. Design hangers for pipe movement without disengagement of supported pipe.
L. Prime coat exposed steel hangers and supports. Refer to Section 09 90 00 "Painting and Coating. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
M. Provide clearance in hangers and from structure and other equipment for installation of insulation. Refer to Section 23 07 05 "HVAC and Plumbing Insulation."

3.4 INSTALLATION - EQUIPMENT BASES AND SUPPORTS

A. Provide housekeeping pads of concrete, minimum 4 inches thick and extending 6 inches beyond supported equipment. Refer to Section 03 30 00 "Cast-In-Place Concrete."
B. Using templates furnished with equipment, install anchor bolts, and accessories for mounting and anchoring equipment.
C. Construct supports of steel members, formed steel channel, or steel pipe and fittings. Brace and fasten with flanges bolted to structure.
D. Provide rigid anchors for pipes after vibration isolation components are installed.

3.5 INSTALLATION - FLASHING

A. Provide flexible flashing and metal counterflashing where piping penetrates weather or waterproofed walls, floors, and roofs.
B. Flash vent and soil pipes projecting 3 inches minimum above finished roof surface with lead worked 1-inch minimum into hub, 8 inches minimum clear on sides with
24- by 24-inch sheet size. For pipes through outside walls, turn flanges back into wall and caulk, metal counter-flash, and seal.
C. Flash floor drains in floors with topping over finished areas with lead, 10 inches clear on sides with minimum 36- by 36-inch sheet size. Fasten flashing to drain clamp device.
D. Seal floor drains watertight to adjacent materials.
E. Adjust storm collars tight to pipe with bolts; caulk around top edge. Use storm collars above roof jacks. Screw vertical flange section to face of curb.

3.6 FIELD QUALITY CONTROL

A. Inspect installed firestopping for compliance with specifications and submitted schedule.

3.7 CLEANING

A. Clean adjacent surfaces of firestopping materials.

3.8 PROTECTION OF FINISHED WORK

A. Protect adjacent surfaces from damage by material installation.

3.9 SCHEDULES

A. Pipe Hanger Spacing:

Pipe Size (inches)	Max. Hanger Spacing (feet)	Hanger Rod Diameter (inches)
1/2	6	3/8
3/4	6	3/8
1	6	3/8
1 1/4	6	3/8
1 1/2	10	3/8
2	10	3/8
2 1/2	10	1/2
3	10	1/2
4	10	5/8
6	10	3/4
8	10	3/4
PVC (all sizes)	4	3/8
C.I. Bell and Spigot (or No-Hub) and at Joints	5	5/8

END OF SECTION

SECTION 22 11 00 - FACILITY WATER DISTRIBUTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Domestic water piping, within 5 feet of building.
   2. Domestic water piping, above grade.
   3. Unions and flanges.
   4. Valves.
   5. Pressure gauges.
   6. Pressure gage taps.
   7. Thermometers.
   8. Relief valves.
   9. Strainers.
   10. Water hammer arrestors.
   11. Mixing valves.
   12. Diaphragm-type compression tanks.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-In-Place Concrete:" Execution requirements for placement of concrete house keeping pads specified by this section.
   3. Section 22 05 29 "Hangers and Supports" for Plumbing Piping and Equipment: Product requirements for pipe hangers and supports for placement by this section.
   4. Section 23 07 05 "HVAC and Plumbing Insulation." Product and execution requirements for pipe insulation.
   5. Division 26 Specification Sections for execution requirements for electric connections to equipment specified by this Section.

1.2 REFERENCES

A. American National Standards Institute:
   1. ANSI Z21.22 - Relief Valves for Hot Water Supply Systems.

B. American Society of Mechanical Engineers:
   1. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
   2. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
   3. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
   4. ASME B31.9 - Building Services Piping.
   5. ASME B40.1 - Gauges - Pressure Indicating Dial Type - Elastic Element.
   6. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.
   7. ASME Section IX - Boiler and Pressure Vessel Code - Welding and Brazing Qualifications.

C. American Society of Sanitary Engineering:
   1. ASSE 1010 - Performance Requirements for Water Hammer Arresters.
   2. ASSE 1012 - Performance Requirements for Backflow Preventer with Intermediate Atmospheric Vent.
   3. ASSE 1013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers and Reduced Pressure Fire Protection Principle Backflow Preventers.

4. ASSE 5013 - Performance Requirements for Reduced Pressure Principle Backflow Preventers (RP) and Reduced Pressure Fire Protection Principle Backflow Preventers (RFP).
5. ASSE 5015 - Performance Requirements for Testing Double Check Backflow Prevention Assemblies (DC) and Double Check Fire Protection Backflow Prevention Assemblies (RPDF).

D. ASTM International:
1. ASTM A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
2. ASTM A536 - Standard Specification for Ductile Iron Castings.
3. ASTM B32 - Standard Specification for Solder Metal.
4. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
5. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
6. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications.
7. ASTM E1 - Standard Specification for ASTM Thermometers.
8. ASTM E77 - Standard Test Method for Inspection and Verification of Thermometers.
9. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.

F. American Water Works Association:

G. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 67 - Butterfly Valves.
3. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
6. MSS SP 85 - Cast Iron Globe & Angle Valves, Flanged and Threaded.
7. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
8. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

H. National Electrical Manufacturers Association:
1. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

I. Plumbing and Drainage Institute:
1. PDI WH201 - Water Hammer Arrester Standard.

J. Underwriters Laboratories Inc.:
1. UL 393 - Indicating Pressure Gauges for Fire-Protection Service.
2. UL 404 - Gauges, Indicating Pressure, for Compressed Gas Service.

1.3 SUBMITTALS

A. Division 01 and Section 01 33 00 "Submittal Procedures."

B. Product Data:
1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturer's catalog information.
2. Valves: Submit manufacturers catalog information with valve data and ratings for each service.
3. Domestic Water Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.

4. Pumps: Submit pump type, capacity, certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.

C. Manufacturer's Installation Instructions: Submit installation instructions for pumps, valves and accessories.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of valves and equipment.
B. Operation and Maintenance Data: Submit spare parts list, exploded assembly views and recommended maintenance intervals.

1.5 QUALITY ASSURANCE

A. For drinking water service, provide valves complying with NSF 61.
B. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept valves and equipment on site in shipping containers with labeling in place. Inspect for damage.
B. Provide temporary protective coating on cast iron and steel valves.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements."

1.10 EXTRA MATERIALS

A. Furnish two packing kits for each size valve, two loose keys for outside hose bibs and hose end vacuum breakers for hose bibs, and two pump seals for each pump model.

PART 2 - PRODUCTS

2.1 DOMESTIC WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

A. Copper Tubing: ASTM B88, Type K, annealed.
   1. Fittings: ASME B16.18, cast copper, or ASME B16.22, wrought copper.
   2. Joints: Compression connection or Brazed, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1,190 to 1,480 degrees F.

2.2 DOMESTIC WATER PIPING, ABOVE GRADE

A. Copper Tubing: ASTM B88, Type L, hard drawn.
   1. Fittings: ASME B16.18, cast copper alloy or ASME B16.22, wrought copper and bronze.
   2. Joints: ASTM B32, Alloy Grade Sb5 tin-antimony, or Alloy Grade Sn95 tin-silver, lead free solder
   3. Copper Press Fittings:
      a. Manufacturers:
         1) Viega.
         2) Ridge Tool Company.
      b. Press Fittings: Copper and copper alloy press fittings shall conform to material requirements of ASME B 16.18 or ASME B 16.22 and performance criteria of IAPMO PS117. Sealing elements for press fittings shall be EPDM. Sealing elements shall be factory installed. Press ends shall have SC (Smart Connect™) feature design (leakage path). In ProPress 1/2- to 4-inch dimensions the Smart Connect Feature assures leakage of fluids and/or gases from inside the system past the sealing element of an upressed connection. The function of this feature is to provide the installer quick and easy identification of connections which have not been pressed prior to putting the system into operation.

2.3 UNIONS AND FLANGES

A. Unions for Pipe 2 Inches and Smaller:
   1. Copper Piping: Class 150, bronze unions with soldered.
   2. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.
B. Flanges for Pipe 2-1/2 Inches and Larger:
   1. Copper Piping: Class 150, slip-on bronze flanges.
   2. Gaskets: 1/16-inch thick preformed neoprene gaskets.

2.4 BALL VALVES

A. Manufacturers:
   1. Apollo Flow Controls; Conbraco Industries, Inc.
   2. Milwaukee Valve Company.
   3. NIBCO INC.
   4. Watts.

5. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements," substituted products.

B. Two Inches and Smaller: MSS SP 110, 600 psi WOG, bronze, three piece body, chrome plated bronze ball, full port, teflon seats, blow-out proof stem, solder or threaded ends with union, and lever handle.

2.5 CHECK VALVES

A. Horizontal Swing Check Valves:
   1. Manufacturers:
      a. Milwaukee Valve Company.
      b. NIBCO INC.
      c. Apollo Flow Controls.
      d. Substitutionss: Division 01 and Section 23 05 00 "General Mechanical Requirements," substituted products.

B. Spring Loaded Check Valves:
   1. Manufacturers:
      a. NIBCO INC.
      b. Milwaukee Valve Colpany.
      c. Subsitution: Division 01 and Sect 23 05 00 "General Mechanical Requirements," substituted products.
   2. Two Inches and Smaller: MSS SP 80, Class 250, bronze body, in-line spring lift check, silent closing, Buna-N disc, integral seat, solder or threaded ends.
   3. Two and One-Half Inches and Larger: MSS SP 71, Class 125, wafer or globe style, cast iron body, bronze seat, center guided bronze disc, stainless steel spring and screws, flanged ends.

2.6 PRESSURE GAGES

A. Manufacturers:
   1. Trerice.
   2. Weiss.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements" for substituted products.

B. Gage: ASME B40.1, UL 404 with bourdon tube, rotary brass movement, brass socket, front calibration adjustment, black scale on white background.
   1. Case: Cast aluminum.
   2. Bourdon Tube: Phosphor bronze.
   3. Dial Size: 4-1/2-inch diameter.
   4. Mid-Scale Accuracy: 1 percent.
   5. Scale: Psi.

2.7 PRESSURE GAUGE TAPS

A. Manufacturers:
   1. Trerice.
   2. Weiss.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.

B. Ball Valve: Brass, 1/4-inch NPT for 250 psi.

2.8 STEM TYPE THERMOMETERS

A. Manufacturers:
   1. Trerice.
   2. Weiss.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.
B. Thermometer: ASTM E1, red appearing mercury, lens front tube, cast aluminum case with enamel finish.
   1. Size: 9 inch scale.
   2. Window: Clear Lexan.
   3. Stem: Brass, 3/4-inch NPT, 3-1/2 inches long.
   4. Accuracy: 2 percent.
   5. Calibration: Degrees F.

2.9 RELIEF VALVES

A. Pressure Relief:
   1. Bronze body, Teflon seat, steel stem and springs, automatic, direct pressure actuated at maximum 60 psi, UL listed for fuel oil, capacities ASME certified and labeled.
B. Temperature and Pressure Relief:
   1. ANSI Z21.22 certified, bronze body, teflon seat, stainless steel stem and springs, automatic, direct pressure actuated, temperature relief maximum 210 degrees F, capacity ASME certified and labeled.

2.10 STRAINERS

A. Manufacturers:
   1. Watts.
   2. Zurn Industries, LLC.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.
B. Two inches and Smaller: Threaded brass body for 175 psi CWP, Y pattern with 1/32-inch stainless steel perforated screen.
C. One and One-Half Inches to 4 Inches: Class 125, flanged iron body, Y pattern with 1/16-inch stainless steel perforated screen.
D. Five Inches and Larger: Class 125, flanged iron body, basket pattern with 1/8-inch stainless steel perforated screen.

2.11 WATER HAMMER ARRESTORS

A. ASSE 1010; stainless steel construction, piston type sized in accordance with PDI WH-201.
B. Pre-charged suitable for operation in temperature range 34 to 250 degrees F and maximum 150 psi working pressure.

2.12 THERMOSTATIC MIXING VALVES

A. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment. Conform to ASSE 1070 to temper water to maximum 110 degrees F.

2.13 DIAPHRAGM-TYPE COMPRESSION TANKS

A. Manufacturers:
   1. Amtrol.
   2. Elbi.
   3. Substitutions: Division 01 and Section 23 05 00 "General Mechanical Requirements." substituted products.
B. Construction: Welded steel, tested and stamped in accordance with ASME Section VIII; supplied with National Board Form U-1, rated for working pressure of 125 psig, with flexible diaphragm sealed into tank, and steel legs or saddles.
C. Accessories: Pressure gage and air-charging fitting.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.

3.3 INSTALLATION - THERMOMETERS AND GAGES

A. Install one pressure gage for each pump, locate taps before strainers and on suction and discharge of pump; pipe to gage.
B. Install gage taps in piping.
C. Install pressure gauges with pulsation dampers. Provide ball valve to isolate each gage.
D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inches for installation of thermometer sockets. Allow clearance from insulation.
E. Provide instruments with scale ranges selected according to service with largest appropriate scale.

F. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
G. Adjust gauges and thermometers to final angle, clean windows and lenses, and calibrate to zero.

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection size, location, and invert are as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 feet of cover.

C. Establish minimum separation of water from sanitary sewer piping piping in accordance with local code.

D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 23 05 00 "General Mechanical Requirements."
F. Route pipe in straight line.
G. Install pipe to allow for expansion and contraction without stressing pipe or joints.
H. Install shutoff valves at locations indicated on Drawings in accordance with this Section.
I. Metallic Pipe: Install plastic ribbon tape continuous over top of pipe. 12 inches above pipeline; coordinate with Section 23 05 00 "General Mechanical Requirements.
J. Non-Metallic Pipe: Install trace wire continuous over top of pipe. Buried 12 inches above pipeline; coordinate with Section 23 05 00 "General Mechanical Requirements."
K. Pipe Cover and Backfilling:
   1. Backfill trench in accordance with Section 23 05 00 "General Mechanical Requirements."
   2. Maintain optimum moisture content of fill material to attain required compaction density.
   3. After hydrostatic test, evenly backfill entire trench in accordance with Section 23 05 00 "General Mechanical Requirements."
   4. Evenly and continuously backfill remaining trench depth in uniform layers with backfill material.
   5. Do not use wheeled or tracked vehicles for tamping.

3.5 INSTALLATION - ABOVE GROUND PIPING

A. Install non-conducting dielectric connections wherever jointing dissimilar metals.
B. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
C. Install piping to maintain headroom without interfering with use of space or taking more space than necessary.
D. Group piping whenever practical at common elevations.
E. Slope piping and arrange systems to drain at low points.
F. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
G. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 05 29 "Hangers and Supports."
H. Provide access where valves and fittings are not accessible.

I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
J. Provide support for utility meters in accordance with requirements of utility companies.
K. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Division 09.
L. Install domestic water piping in accordance with ASME B31.9.
M. Sleeve pipes passing through partitions, walls and floors.
N. Install unions downstream of valves and at equipment or apparatus connections.
O. Install valves with stems upright or horizontal, not inverted.
P. Install brass male adapters each side of valves in copper piped system. Solder adapters to pipe.

Q. Install ball or butterfly valves for shut-off and to isolate equipment, part of systems, or vertical risers.
R. Install ball or butterfly valves for throttling, bypass, or manual flow control services.

S. Provide lug end butterfly valves adjacent to equipment when functioning to isolate equipment.
T. Provide spring loaded check valves on discharge of water pumps.
U. Install potable water protection devices on plumbing lines where contamination of domestic water may occur; on boiler feed water lines, janitor rooms, fire sprinkler systems, premise isolation, irrigation systems, flush valves, interior and exterior hose bibs.
V. Pipe relief from valves, back-flow preventers and drains to nearest floor drain.
W. Test backflow preventers in accordance with ASSE.
X. Install water hammer arrestors complete with accessible isolation valve on hot and cold water supply piping as shown on Drawings.
Y. Press Connections: Copper press fittings shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark on the tubing to assure the tubing is fully engaged (inserted) in the fitting. The joint shall be pressed using the tool approved by the manufacturer.

3.6 FIELD QUALITY CONTROL

A. Test domestic water piping system in accordance with applicable code.

3.7 CLEANING

A. Prior to starting work, verify system is complete, flushed and clean.
B. Verify pH of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric).
C. Inject disinfectant, free chlorine in liquid, powder and tablet or gas form, throughout system to obtain residual from 50 to 80 milligrams per liter.
D. Bleed water from outlets to obtain distribution and test for disinfectant residual at minimum 15 percent of outlets.
E. Maintain disinfectant in system for 24 hours.
F. When final disinfectant residual tests less than 25 milligrams per liter, repeat treatment.
G. Flush disinfectant from system until residual concentration is equal to incoming water or 1.0 milligrams per liter.
H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C651.

END OF SECTION

SECTION 22 13 00 - FACILITY SANITARY SEWERAGE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sanitary sewer piping buried beyond 5 feet of building.
   2. Sanitary sewer piping above grade.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A112.14.1 - Backwater Valves.
   2. ASME A112.14.3 - Grease Interceptors.
   3. ASME A112.14.4 - Grease Removal Devices.
   4. ASME A112.21.1 - Floor Drains.
   5. ASME B16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
   6. ASME B16.3 - Malleable Iron Threaded Fittings.
   7. ASME B16.4 - Gray Iron Threaded Fittings.
   8. ASME B16.23 - Cast Copper Alloy Solder Joint Drainage Fittings (DWV).
   9. ASME B16.29 - Wrought Copper and Wrought Copper Alloy Solder Joint Drainage Fittings - DWV.
   10. ASME B31.9 - Building Services Piping.

B. ASTM International:
   1. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings.
   2. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
   3. ASTM A74 - Standard Specification for Cast Iron Soil Pipe and Fittings.
   4. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
   5. ASTM A395 - Standard Specification for Ferritic Ductile Iron Pressure-Retaining Castings for Use at Elevated Temperatures.
   6. ASTM A536 - Standard Specification for Ductile Iron Castings.
   7. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe.
   8. ASTM B32 - Standard Specification for Solder Metal.
   9. ASTM B42 - Standard Specification for Seamless Copper Pipe, Standard Sizes.
   10. ASTM B43 - Standard Specification for Seamless Red Brass Pipe, Standard Sizes.
   11. ASTM B75 - Standard Specification for Seamless Copper Tube.
   12. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
   13. ASTM B251 - Standard Specification for General Requirements for Wrought Seamless Copper and Copper-Alloy Tube.
   14. ASTM B302 - Standard Specification for Threadless Copper Pipe, Standard Sizes.
   15. ASTM B306 - Standard Specification for Copper Drainage Tube (DWV).
   16. ASTM C564 - Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.

17. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
18. ASTM D1785 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
19. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
20. ASTM D2241 - Standard Specification for Polyethylene (PE) Plastic Pipe (SIDR-PR) Based on Controlled Inside Diameter.
21. ASTM D2464 - Standard Specification for Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
22. ASTM D2466 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
23. ASTM D2467 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
24. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
25. ASTM D2665 - Standard Specification for Poly (Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings.
26. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
27. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
28. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
29. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
30. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
31. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications.

C. Cast Iron Soil Pipe Institute:
   1. CISPI 301 - Standard Specification for Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.
   2. CISPI 310 - Specification for Coupling for Use in Connection with Hubless Cast Iron Soil Pipe and Fittings for Sanitary and Storm Drain, Waste, and Vent Piping Applications.

D. Manufacturers Standardization Society of the Valve and Fittings Industry:
   1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
   2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
   3. MSS SP 70 - Cast Iron Gate Valves, Flanged and Threaded Ends.
   4. MSS SP 71 - Cast Iron Swing Check Valves, Flanged and Threaded Ends.
   5. MSS SP 80 - Bronze Gate, Globe, Angle and Check Valves.
   6. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.
   7. MSS SP 110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends.

E. Plumbing and Drainage Institute:
   1. PDI G101 - Standard - Testing and Rating Procedure for Grease Interceptors.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product Data:

1. Piping: Submit data on pipe materials, fittings, and accessories. Submit manufacturers catalog information.
2. Sanitary Drainage Specialties: Submit manufacturers catalog information, component sizes, rough-in requirements, service sizes, and finishes.

C. Manufacturer's Installation Instructions: Submit installation instructions for material and equipment.

D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of equipment and clean-outs.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.

B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience .

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 SANITARY SEWER PIPING, BURIED BEYOND 5 FEET OF BUILDING

A. Cast Iron Soil Pipe: ASTM A74, service weight, bell and spigot ends.
1. Fittings: Cast iron, ASTM A74.
2. Joints: Hub-and-spigot, CISPI HSN compression type with ASTM C564, neoprene gaskets or lead and oakum.

B. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material, bell and spigot solvent sealed ends.
1. Fittings: PVC, ASTM D2729.

2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

C. PVC Pipe: ASTM D3034, Type PSM, polyvinyl chloride (PVC) material, bell, and spigot style rubber ring sealed gasket joint.
   1. Fittings: PVC, ASTM D3034.
   2. Joints: ASTM F477, elastomeric gaskets.

D. PVC Pipe: ASTM D1785, Schedule 40, polyvinyl chloride (PVC) material, bell and spigot style solvent sealed joint ends.
   1. Fittings: ASTM D2466, Schedule 40, PVC .
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 Solvent cement.

E. Plastic Pipe: ASTM D2665, polyvinyl chloride (PVC) material.
   1. Fittings: PVC, ASTM D2665.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

2.2 SANITARY SEWER PIPING, ABOVE GRADE

A. Cast Iron Pipe: ASTM A74, service weight.
   1. Fittings: Cast iron, ASTM A74.
   2. Joints: ASTM C564, rubber gasket joint devices or lead and oakum.

B. Cast Iron Pipe: CISPI 301, hub-less.
   1. Fittings: Cast iron, CISPI 301.
   2. Joints: CISPI 310, neoprene gaskets and stainless steel clamp-and-shield assemblies.

C. Copper Tube: ASTM B306, DWV ASTM B88 ASTM B251 Type L.
   1. Fittings: ASME B16.23, cast bronze, or ASME B16.29, wrought copper.
   2. Joints: Solder, lead free, ASTM B32,95-5 tin-antimony, or tin and silver, with melting range 430 to 535 degrees F.

D. PVC Pipe: ASTM D2729, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2729, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

E. PVC Pipe: ASTM D2665, polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2665, PVC.
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 solvent cement.

F. PVC Pipe: ASTM D1785 Schedule 40 , polyvinyl chloride (PVC) material.
   1. Fittings: ASTM D2466, Schedule 40, PVC .
   2. Joints: ASTM D2855, solvent weld with ASTM D2564 Solvent cement.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt, on inside and outside, before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - HANGERS AND SUPPORTS

A. Pipe Hangers and Supports:
   1. Install in accordance with Section 22 05 29 "Hangers and Supports."

3.4 INSTALLATION - BURIED PIPING SYSTEMS

A. Verify connection to existing piping system size, location, and invert are as indicated on Drawings.
B. Establish elevations of buried piping with not less than 2 feet of cover.
C. Establish minimum separation of sanitary sewer from other services piping in accordance with local code.
D. Remove scale and dirt on inside of piping before assembly.
E. Excavate pipe trench in accordance with Section 23 05 00 "General Mechanical Requirements."
F. Install pipe to elevation as indicated on Drawings.
G. Route pipe in straight line.
H. Metallic Piping: Install plastic ribbon tape continuous over top of pipe. above pipe. Refer to Section 23 05 53 "Identification for HVAC and Plumbing Piping and Equipment.
I. Non-Metalic Piping: Install trace wire continuous over top of pipe. Refer to Section Section 23 05 00 "General Mechanical Requirements."
J. Pipe Cover and Backfilling:
   1. Backfill trench in accordance with Section 23 05 00 "General Mechanical Requirements."

3.5 INSTALLATION - ABOVE GROUND PIPING

A. Establish invert elevations, slopes for drainage as required by local code. Maintain gradients.
B. Extend cleanouts to finished floor or wall surface. Lubricate threaded cleanout plugs with mixture of graphite and linseed oil. Provide clearances at cleanout for snaking drainage system.
C. Encase exterior cleanouts in concrete flush with grade.
D. Install floor cleanouts at elevation to accommodate finished floor.
E. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

F. Route piping in orderly manner and maintain gradient. Route parallel and perpendicular to walls.
G. Install piping to maintain headroom. Do not spread piping, conserve space.
H. Group piping whenever practical at common elevations.
I. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
J. Provide clearance in hangers and from structure and other equipment for installation of insulation.
K. Provide access where valves and fittings are not accessible.
L. Install piping penetrating roofed areas to maintain integrity of roof assembly.
M. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
N. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting. Refer to Division 09 Finishes.

O. Install bell and spigot pipe with bell end upstream.
P. Sleeve pipes passing through partitions, walls and floors.
Q. Install firestopping at fire rated construction perimeters and openings containing penetrating sleeves and piping. Refer to Division 07.
R. Support cast iron drainage piping at every joint.

3.6 FIELD QUALITY CONTROL

A. Test sanitary waste and vent piping system in accordance with applicable code.

END OF SECTION

SECTION 22 33 00 - ELECTRIC DOMESTIC WATER HEATERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Electric water heaters.
B. Related Sections:
   1. Division 01 Specification Section apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete:" Execution requirements for concrete housekeeping pads specified by this Section.
   3. Section: 22 11 00 "Facility Water Distribution:" Supply connections to domestic water heaters.
   4. Section 26 05 91 "Equipment Wiring Systems:" Electric connection specified by this Section.

1.2 REFERENCES

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 90.1 - Energy Standard for Buildings Except Low-Rise Residential Buildings.
B. American Society of Mechanical Engineers:
   1. ASME PTC 25 - Pressure Relief Devices.
   2. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

1.3 SUBMITTALS

A. Division 01 and Section 01 33 00 "Submittal Procedures."
B. Product Data: Submit dimensioned Drawings of water heaters indicating components and connections to other equipment and piping. Submit electrical characteristics and connection locations.
C. Manufacturer's Installation Instructions: Submit mounting and support requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit replacement part numbers and availability.

1.5 QUALITY ASSURANCE

A. Water Heater Performance Requirements: Equipment efficiency not less than prescribed by ASHRAE 90.1.
B. Perform Work according to State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' documented experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept water heaters on Site in original labeled cartons. Inspect for damage.
B. Protect tanks with temporary inlet and outlet caps. Maintain caps in place until installation.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Refer to Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Furnish 3 year manufacturer warranty for domestic water heaters.

PART 2 - PRODUCTS

2.1 ELECTRIC WATER HEATERS

A. Manufacturers:
   1. A. O. Smith Corporation.
   2. State Industries.
   3. Keltech.
   4. Substitutions: Section 23 05 00 "General Mechanical Requirements."
B. Type: Automatic, electric, vertical storage.
C. Tank: Glass lined welded steel, thermally insulated with minimum 1-inch-thick glass fiber; encased in corrosion-resistant steel jacket with baked-on enamel finish.
D. Controls: Automatic water thermostat with temperature range from 120 to 170 degrees F, flanged or screw-in nichrome elements, enclosed controls and electrical junction box.
E. Accessories: Brass water connections and dip tube, drain valve, magnesium anode, and ASME temperature and pressure relief valve.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Maintain manufacturer's recommended clearances around and over water heaters.
B. Install water heater on concrete housekeeping pad, minimum 3-1/2 inches high and 6 inches larger than water heater base on each side.
C. Connect domestic hot and cold water piping to supply and return water heater connections.

D. Install the following piping accessories.
   1. On Supply:
      a. Shutoff valve.
   2. On Return:
      a. Thermometer well and thermometer.
      b. Shutoff valve.
E. Install discharge piping from relief valves and drain valves to nearest floor drain.
F. Install water heater trim and accessories furnished loose for field mounting.

G. Install electrical devices furnished loose for field mounting.
H. Install control wiring between water heater control panel and field mounted control devices.
I. Install Work according to State and local standards.

END OF SECTION

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SECTION 22 40 00 - PLUMBING FIXTURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Water closets.
   2. Lavatories.
   3. Drains.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
C. Manufacturer's Installation Instructions: Submit installation methods and procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.3 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit fixture, trim, exploded view, and replacement parts lists.

1.4 QUALITY ASSURANCE

A. Perform Work according to State and local standards.
B. Provide products requiring electrical connections listed and classified by Underwriters Laboratory Inc., as suitable for purpose specified and indicated.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on-site in factory packaging. Inspect for damage.
B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

PART 2 - PRODUCTS

2.1 FIXTURES

A. Refer to Drawings Plumbing Fixture Schedule for fixture make, model numbers, and type.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify walls and floor finishes are prepared and ready for installation of fixtures.
B. Verify electric power is available and of correct characteristics.
C. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION

A. Rough-in fixture piping connections according to minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

A. Install Work according to State and local standards.
B. Install each fixture with trap, easily removable for servicing and cleaning.
C. Provide chrome-plated rigid or flexible supplies to fixtures with stops, reducers, and escutcheons.
D. Install components level and plumb.
E. Install and secure fixtures in place with wall supports or carriers and bolts.
F. Seal fixtures to wall and floor surfaces with sealant as specified in Division 07, color to match fixture.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Review millwork Shop Drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.

3.6 CLEANING

A. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

A. Do not permit use of fixtures before final acceptance.

END OF SECTION

SECTION 23 05 00 - GENERAL MECHANICAL REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DESCRIPTION

A. Work covered by this Division shall consist of furnishing all labor, equipment, supplies, and materials and in performing all operations necessary for the installation of complete and operating mechanical systems as required by these Specifications and/or shown on the Drawings, subject to the terms and conditions of the Contract. The Work shall also include the completion of such mechanical and electrical details not mentioned or shown which are necessary for the successful operation of all systems described on the Drawings or required by these Specifications; this includes the furnishing all materials for the filling the systems to make them operable, including water, refrigerant, oil, and grease. Prove satisfactory operation of all equipment and controls to Engineer on request.

B. Work Not Included: Certain labor, material, and equipment may be furnished and/or installed under other Divisions of these Specifications. This Contractor shall coordinate with other trades and arrange his Work to make the part fit together. The following items are to be accomplished under other Divisions of these Specifications:
   1. Temporary Heat: Refer to paragraph in this Section.
   2. Temporary Water and Toilet: Refer to General Conditions.
   3. Roof Curbs: Refer to paragraph in this Section.
   4. Electrical Equipment and Wiring: Refer to paragraph in this Section.
   5. Concrete: Refer to paragraph in this Section.

C. Equipment Furnished by Owner: Rough-in services pipes to locations as required by Engineerural and Mechanical Drawings and equipment Shop Drawings. Provide service valves on all pipes except waste and vent pipes. Final connection to equipment will be made by this Contractor.

1.3 BIDDING

A. All mechanical equipment shall be new unless specified otherwise in the Specifications or on the Drawings.

B. All Bids must be based only on the equipment and materials as scheduled on the Drawings and as specified or on equivalent equipment and materials. Any Contractor who assumes equivalence of products and who bases his Proposal on that assumption does so at his own risk.

C. A listing of approved alternative manufacturers does not mean that all products of a particular alternative manufacturer are acceptable alternative to the scheduled items. All fixtures and devices must still be submitted according to the prescribed procedures. In addition, some items that have an important visual affect, e.g., electric water coolers, may be required to receive Owner's or Engineer's approval also.

1.4 EXISTING UTILITIES

A. The Drawings indicate the locations, type, and sizes of various utilities within the Site where known. These utilities are indicated as accurately as possible. If Contractor encounters any utilities during construction which are not shown on the Drawings, they shall ask for written instructions from Engineer. Any relocation or remodeling required will then be directed by a change order. This Contractor shall assume all responsibility for protection of all utilities, shown or not, and for repair required by this construction.
B. Contractor shall verify location, size, elevation, pressure, and any other pertinent data of the existing utilities. Additional costs incurred due to failure to verify such data and to coordinate associated Work with respective utility providers shall not be Owner's responsibility but shall be borne by Contractor.
C. All costs associated with providing utilities including, but not limited to, connection fees, boring under roads, etc., shall be included in Contractor's proposal price, whether such costs are incurred by Contractor or charged by the utility company.
D. Submission of a proposal by Contractor shall be considered an acknowledgment by Contractor of his compliance with this Section.

1.5 CODES, PERMITS, AND FEES

A. Contractor shall comply with all local, State, and national codes and shall pay for all applicable costs, fees, permits, licenses, and inspections for this Division.

1.6 TEMPORARY HEAT

A. Temporary heat will be furnished by General Contractor. Use of the permanent heating system will not be allowed without written authorization from Engineer and Owner. In case the permanent heating system is used for temporary heat, General Contractor shall pay all the costs until acceptance by Owner. Warranty of equipment shall not start until acceptance by Owner.

1.7 DRAWINGS

A. Contract Drawings are diagrammatic only and are not intended to be scaled for dimensions. All dimensions shall be taken from Engineerural Drawings, certified equipment Drawings, and from the structure itself before fabricating and Work. All space requirements and equipment locations shall be verified, coordinated with other trades, as it is the various Contractors' responsibility to install the systems complete in the space provided without extra charges to Owner.
B. It is intended that anything, whether labor and materials, which is usually furnished as part of any equipment specified and which is necessary for operation shall be furnished as part of the Contract without additional cost, whether or not shown or described.
C. All piping in finished areas of the building shall be concealed except where otherwise noted on the Drawings.
D. All equipment shall be installed in accordance with manufacturer's recommendations, unless approval is given in writing by Engineer for deviation.

1.8 REQUIREMENTS OF REGULATORY AGENCIES

A. The mechanical Work shall be performed in strict accordance with the local and State codes, ordinances, and regulations governing the particular Work involved. Furnish, without extra charge, any additional material and labor when and where required to comply with these Rules and Regulations, though the Work is not mentioned in the Specifications or shown on the Drawings. When the Specifications or Drawings call for or describe materials or construction of a better quality or larger sizes than required by the above mentioned Rules and Regulations, the provisions of these Specifications and accompanying Drawings shall take precedence.

1.9 QUALIFICATIONS

A. All mechanics shall be capable journeymen, skilled in the Work assigned to them with licensing required by the inspecting authority. All welders must have been certified within the past 3 years to perform the Work which they are doing.

1.10 WARRANTY

A. All materials and equipment shall be new unless otherwise specified.
B. Guarantee all workmanship, material and equipment and replace any found defective without cost to Owner, for 1 year after final acceptance, as defined in General Conditions.
C. Each warranty for longer than 1 year as described above (that comes with equipment used on the job) shall be passed into Owner in the Operation and Maintenance Manual, along with the dates of start and end of warranty.
D. Refer to General Conditions for additional information regarding specific warranty requirements.

1.11 PROJECT RECORD DOCUMENTS

A. Before final payment, provide Engineer with one clean set of Drawings and Specifications corrected up-to-date as job progress. These documents shall reflect the As-Built conditions. Refer to General Conditions for additional information.

1.12 SUBMITTALS

A. The intent of this Section is to give general submittal information; refer to specific submittal information in the subsequent Mechanical Sections.
B. Sale of Electronic CADD Files:
   1. Refer to Engineerural Specification Section 01 33 00 "Submittal Procedures" OR call the Parkhill, office issuing this Project and request the pricing for electronic files.
C. Within 30 days after award of the Contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Submittal shall be electronic using pdf file extension.

D. Requirements for Each Submittal:
   1. Bear a dated stamp or specific written indication that Contractor has reviewed and approved all submittal prior to submission to Engineer.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Engineer shall not extend to these areas unless specifically noted by Engineer).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, bye use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable the Engineer to review the proposed equipment.

E. Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

F. Any submittals received by Engineer that were not requested shall be returned without review of any kind.

G. Installation Instructions: For certain products or systems as identified in subsequent Specifications Sections or on the Drawings, Contractor shall be required to provide copies of manufacturer's installation instructions with the submittal. When required as such, the installation instructions are considered part of the submittal and their omission may result in automatic rejection of the submittal. Where more than one identical device is scheduled, only one set of installation instructions needs to be submitted; e.g., if seven 5-ton split systems air conditions are scheduled, only one 5-ton unit installation instruction needs to be submitted. Similarly, if one set of installation instructions is identified by the manufacturer and on the instructions to be applicable to more than 1 type or size of devices, e.g., if one set of air conditioner instructions is good for 3-, 4-, 5-ton units, then only one instruction set is required for these devices.

1.13 SUBSTITUTED PRODUCTS

A. Material or equipment specified by manufacturer's name is being used as a basis of standard, unless otherwise noted. Engineer will be the sole judge on the equivalence of substituted equipment and materials.

B. It shall be Contractor's responsibility to verify that submitted substitute equipment will fit in space available. Contractor's submittal for acceptance of the substitute shall include a written statement of whether or not such acceptance would require any subsequent or associated changes to the Drawings or Specifications. Any such changes shall be described in writing, briefly but complete.

C. Contractor shall be responsible for the costs of any such modifications due to substitution of materials or equipment for that which was specified or scheduled. The cost shall be complete; that is, it shall include the cost effect of any and all other trades.

D. Engineer may request detailed Shop Drawing or plan layouts of mechanical rooms or systems of the substituted equipment.

1.14 SAFETY

A. General: Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work, and Contractor shall comply with all laws governing safety, specifically the "Occupational Safety and Health Standards" and the "Safety and Health Regulations for Construction," state and federal.

B. According to OSHA, a hazardous chemical is any chemical which is a physical hazard or a health hazard. This may include items such as paints, solvents, adhesives, sealants, cleaners, etc. If a Contractor produces, uses, or stores hazardous chemicals at the workplace, then Contractor shall develop, implement, and maintain a hazard communication program in compliance with the latest OSHA requirements. In Projects with multiple tenants in which the building is partially occupied during all or part of the Project, Contractor shall inform the Building Manager or Owner, according to OSHA guidelines, of any hazardous chemicals being produced, stored, or used in the building so that other tenants may be notified. Contractor shall employ required methods of training, information, handling, ventilation, labeling, storing, disposal, and removal of hazardous chemicals.

1.15 LABELING

A. Each device for which an independent testing authority has established a standard shall have affixed a label indicating its compliance and listing. Refer to General Conditions for list of such independent testing authorities.

1.16 SITE VISIT REPORTS

A. During the course of the job, Engineer will make Site visits to observe Work in progress and will subsequently prepare a written Site visit report, which will be sent to Contractor and to whomever else Engineer desires. Contractor shall prepare a written and typed response within 7 calendar days of his receiving the Site visit report. General Contractor shall include in his response the following information.
   1. Date of Site visit by Engineer.
   2. Date of receipt of the Site visit report.
   3. Name and title of the preparer of the response.
   4. An item number referenced to the Site report.
   5. A brief three- or four-word description of the item.
   6. Contractor or Subcontractor affected.
   7. The proposed course of action.
   8. An expected time of completion of the action.

1.17 CUTTING AND PATCHING

A. No joists, beams, girders, columns, slabs, or other structural elements shall be cut, drilled, or altered in any way by Contractor without first obtaining written permission and instructions from Engineer.

B. Where it is necessary to cut through any non-structural elements of walls, floors, or ceilings to permit the installation of any Work under this Contract, or to repair any defects that may appear up to the expiration of the guarantee, such cutting shall be done by Contractor with as little damage as reasonably possible to the element being cut or to adjacent elements.

C. After the necessary Work has been completed, the damage shall be repaired by the respective Contractor, who shall pay all costs of such cutting, repairs, and patching. All patching or sealing of cuts, penetrations, etc., including final appearance of same, shall be done to the approval of Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be new and of specified quality, unless specifically noted otherwise. Materials shall be free from defects. Where manufacturer names are mentioned in the Specifications or on the Drawings, it has been done in order to establish a standard of quality and construction.

B. Contractor will be responsible for transportation of his material to and from the job Site and will be responsible for the storage and protection of his materials and Work until the final acceptance of the job. At the end of each day of Work, each Contractor is responsible for covering or protecting his Work and/or materials that may be susceptible to damage even if such damage is the result of unforeseen causes, e.g., an overnight thunderstorm. Failure to do so will be sufficient cause for rejection of any item in question, and any such item shall be replaced by Contractor at no cost to Owner.

C. Contractor shall verify that all pieces of equipment will fit through available openings in the building and that all equipment can be installed without modification of building structure.

2.2 EQUIPMENT SCHEDULE

A. All equipment major items are specified in the equipment schedules on the Drawings and shall be new and furnished complete with all accessories normally supplied with the catalog item listed and all other accessories necessary for a complete and satisfactory installation.

B. Equipment items so noted will require start-up by factory trained personnel. Equipment items so noted will require factory approved service personnel who shall provide all service, including all parts and all labor, as requested by Owner, during the full period of equipment warranty.

2.3 EQUIPMENT RATINGS

A. Equipment capacities as scheduled on the Drawings are at Project Site altitude. Capacities of submitted equipment must be corrected for Project Site altitude unless otherwise noted.

2.4 WORKMANSHIP

A. The workmanship shall, in all respects, be of the highest grade, and all construction shall be done according to the best practices of the trade. Piping, ducting and conduit shall be concealed unless otherwise noted, and installed square to the building lines. Any Work not meeting this requirement shall be replaced or rebuilt without extra expense to Owner.

2.5 V-BELT DRIVES

A. V-belt drives shall be of fabric and rubber construction of approved manufacture. Multiple belts shall be matched and all belts shall be adjusted to drive the apparatus properly and to prevent slippage and undue wear in starting motor nameplate rating.

2.6 BELTGUARDS

A. Contractor shall provide for each V-belt drive a painted steel belt guard, which shall be constructed around an angle iron frame, securely bolted to the floor or apparatus. The guard shall completely enclose drives and pulleys and be constructed to comply with all safety requirements. Hinged access doors not less than 6- by 6-inch shall be provided for access to motors and fan shaft for test purposes.

2.7 ELECTRICAL WIRING AND CONTROL EQUIPMENT

A. All disconnects, motor starters, relays, wiring, etc. shall comply with all requirements of Section 26 05 00 "Basic Electrical Methods" of the electrical Specifications.
B. Mechanical Contractor must refer to the electrical control equipment and wiring shown on the Electrical Drawings. Any changes or additions required by specified or substituted equipment furnished shall be the complete responsibility of Contractor furnishing the equipment.
C. All electrical equipment characteristics (voltage, etc.) must be VERIFIED by Mechanical Contractor prior to ordering. It is imperative that voltage and phase characteristics are checked with the Electrical Drawings.
D. All motors shall be built in accordance with the current applicable IEEE, ASA, and NEMA standards. All general-purpose motors shall be open drip-proof machines for installation indoors and/or in protected locations. Totally enclosed fan cooled (TEFC) motors shall be used in all areas of exposure to weather or other environmental contamination. Motors shall be rated explosion-proof when located in hazardous atmospheres. Type II weather-protected motors may be used in lieu of TEFC motors on roof fan units and similar equipment. Motors mounted in direct sun shall be provided with a shield to for direct radiation from the sun when the sun is 45 degrees F or greater above the horizon.
E. Unless indicated otherwise, motors shall be NEMA design B with a service factor of 1.15 with 40 degrees C rise and total temperature rise of 65 degrees C ambient and when powered from the system voltage feeding the motor. TEFC motors shall have a service factor of 1.00 with total temperature rise of 65 degrees C in the above conditions. Single-phase motors shall be NEMA Type N split-phase induction motors with built-in thermal protectors. Single-phase motors connected on loads requiring high starting torque shall be capacitor-start induction motors.
F. All motors shall be all copper wound, high power factor, high efficiency motors. Electric motors shall be an energy efficient type as defined in the latest edition of NEMA document number MG1. Motor efficiency shall be made available to Engineer as required.
G. If there is not a separate "Controls Contractor" for this Project, Mechanical Contractor is responsible for providing and installing all control wiring. Wiring and conduit is to be provided and installed as directed under Division 26 Specifications.

2.8 EQUIPMENT AND PIPING SUPPORTS

A. All supporting systems for piping, equipment, and materials supported by the building structure shall be submitted to the Engineer for approval prior to purchase and installation.

B. Roof Supports:

1. Manufacturer's installation recommendations vary depending on roof types, but Contractor is responsible for verifying the roof type and adhering strictly to the appropriate set of manufacturer's installation instructions.

2.9 ROOF PENETRATIONS

A. Piping:

1. Penetration shall be accomplished with factory-made assemblies designed specifically for the purpose. The use of pitch pans or pitch pockets is not allowed. Contractor shall provide a factory-made penetration assembly as follows:

a. For pipes, conduits, etc., up to 3 inches in diameter that can or are intended to be turned to horizontal after passing through the roof (e.g., small electrical conduit, gas piping, refrigerant lines, water pipes, etc.) the device shall consist of a curb assembly with a welded 18 gauge galvanized steel shell and base, 1-1/2 inches thick 3 pounds per cubic foot rigid insulation, 0.50-inch aluminum or 20 gauge galvanized cap with minimum 3-inch over hang and 1-inch rigid insulation, and 2- x 6-inch wood nailer. Product shall be Custom Curb Model CPC, ThyCurb Model RP-2 with TC-1, 2, or 3 curb, or approved equivalent.

B. Ductwork with Equipment:

1. Each pierce of roof mounted equipment such as exhaust or supply fans, relief or intake hoods, packaged rooftop air conditioners, air handlers, etc., shall be provide and installed with an insulated roof curb designed to mate with the equipment and provide a weatherproof enclosure. In the event that a presinsulated curb is not available, an uninsulated curb is acceptable if Contractor provides and installs field insulation per manufacturer's instructions. Contractor shall provide the roof curb(s) to Roofing Contractor for installation.

C. General:

1. All roof flashing assemblies and roof curbs shall be closely coordinated with other Work through Roofing Contractor to ensure that the flashing, canting, insulation type and location, etc., is correct and appropriate for the particular roof construction type.
2. Each roof curb shall be selected and provided so that the top of the curb shall be level after installation. Provide tapered curb as required to match roof slope. The curb shall provide a minimum clearance of 10 inches between the top of the finished roof surface and the top of the wood nailer, continuous around the curb perimeter.
3. Each roof penetration location shown on the Drawings is approximate. Refer to the Engineerural and Structural Drawings for the structural openings. Refer to "Cutting and Patching" paragraph in this Section of this Specification for more information.
4. Provide each roof curb with other options as scheduled on the Drawings.

2.10 ACCESSIBILITY

A. Access Panels:
1. Access panels shall be provided wherever necessary for possible future replacement, adjustment, or maintenance of operating devices such as machinery, valves, dampers, switches, relays, etc., or to other critical non-operating devices such as pull boxes, inspection parts, gauges, etc. Such access panels shall be provided and install by Contractor, whether or not shown on the Drawings, and shall be brought to the attention of Engineer for approval of type, color, etc. Where access is provided in rated members, the access panels shall be of a type that maintains the integrity of the member penetrated.

B. Access to Equipment:
1. All pipes, tubing, conduit, etc., including but not limited to draining piping of any type, electrical conduit, wiring not in conduit, and pneumatic control tubing shall be installed in such a way so as not to prevent and/or not to make necessary difficult the removal, operation, use, or maintenance of equipment, access panels or doors, pathways (especially in attics or crawlspaces), observation ports, measurement, balancing devices, or junction boxes.
2. If access for these purposes is prevented or made unreasonably difficult in the opinion of Engineer, then Contractor shall make modifications or repairs at no cost to anyone except Contractor. Such modifications or repairs shall be considered neither complete nor adequate until Engineer is satisfied that access for the above purpose is achieved.

2.11 PROTECTION OF PENETRATION

A. All penetrations of fire or smoke barriers shall be sealed, sleeves (if any), insulation (if any), and vibration isolation (if any) that maintain the fire or smoke resistance of the barrier in accordance with the latest edition of NFPA 101 Life Safety Code.
B. Contractor shall verify locations and type of all partitions penetrations from the Drawings. Sealing material and methods shall be per UL recommendations.

2.12 BEDDING COURSE

A. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 STORAGE

A. Provide for proper storage of all materials and equipment and assume responsibility for losses due to any cause. All storage shall be within the contract limits of the building Site or in a bonded warehouse. All equipment and materials must be covered and stored out of the elements; any item, which has become rusted, will not be permitted to be used.

B. Each Contractor shall provide temporary storage facilities suitable for equipment stored at the Job Site. Storage facilities shall be rainproof and lockable as required. Materials or equipment stored on Site but not in a lockable rainproof storage facility shall be stored above ground or above slab. Contractor shall take necessary precautions to prevent entry of and/or damage from dirt, trash, water, or vermin. Equipment not properly stored and protected shall be, at the discretion of Engineer, replaces at no cost to Owner. Roofs are not acceptable storage areas unless specifically allowed in writing by Engineer.

3.2 INSTALLATION AND ARRANGEMENT

A. Install all Work to permit removal (without damage to other parts) of coils, heat exchanger bundles, boiler tubes, fan shafts and wheels, filters, belt guards, sheaves and drives, and all other parts which might require periodic replacement or maintenance. Arrange pipes, ducts, and equipment to permit ready access to valves, traps, starters, motors, control components, and to clear opens of doors and of access panels.
B. Offsets, transitions, and changes in direction in pipes and ducts shall be made as required to maintain proper head room and pitch of sloping pipes whether or not indicated on the Drawings. Furnish and install all traps, air vents, sanitary vents, etc., as required to affect these offsets, transitions, and changes in direction.
C. Duct transitions and offsets required to connect ductwork to equipment shall be made as required whether or not indicated on the Drawings.

3.3 PROTECTION OF WORK AND PROPERTY

A. Where there are existing facilities, be responsible for protection thereof, whether or not such facility is to be removed or relocated or remain as installed. Moving or removing any facility must be done so as not to cause interruption to the Work or Owner's Operation.
B. All pipe and duct openings shall be closed with caps or plugs during installation. All fixtures shall be covered and protected against injury. At final completion, all Work shall be cleaned and delivered in an unblemished condition or refinished and repainted at the discretion of Engineer.

3.4 CONCEALED AND EXPOSED WORK

A. "Concealed" is intended to mean within such spaces as pipe chases, pipe trenches, above plaster ceilings, in walls and buried pipe is inaccessible when building is completed. "Exposed" is intended to be within equipment rooms, unfinished spaces, above "pushup" ceilings, accessible pipe tunnels, etc., where pipe is accessible.

3.5 CONCRETE

A. Mechanical Contractor shall coordinate all requirements for concrete. All concrete shall be furnished under the Engineer Divisions of these Specifications.

3.6 FIELD MEASUREMENTS

A. Contractor shall verify the dimensions and conditions governing Work at the Project Site. He shall examine adjoining Work on which his Work is dependent, for perfect efficiency, and shall report any Work which must be corrected.

3.7 LUBRICATION

A. Contractor shall provide all oil and grease for the operating of all equipment until acceptance. Contractor shall be held responsible for all damage to bearings while the equipment is being operated by him up to the date of acceptance of the equipment. Contractor shall protect all bearings and shafts during installation and shall thoroughly grease the steel shafts to prevent corrosion.

3.8 MANUFACTURER'S DIRECTION

A. Contractor shall install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions conflict with the Plans and Specifications, Contractor shall report such conflicts to Engineer, who shall make changes deemed necessary and desirable.

3.9 FLUSHING, CLEANING, AND STERILIZING

A. Before final connections are made in the piping systems, all piping shall be blown out with air and then completely washed out with cleaning compounds. The systems shall be flushed for complete removal of all foreign materials. Furnish all temporary connections, valves, etc., required for this purpose.
B. After flushing, sterilize the domestic water systems with an approved chlorinating agent to provide a dosage on not less than 50 ppm. After minimum contact period of 8 hours, the system shall be flushed with clean water until the residual chlorine is no greater than the city water.

3.10 TESTS

A. Test all, storm, vent, and waste lines with either a 5 psi air test or a standing water test of 12 feet of head pressure. Test shall be held for a minimum of 2 hours, or as required by local code.
B. Test all new domestic cold, hot, and recirculating hot water service lines at 50 psig above operating pressure, without exceedidng the pressure rating of the piping materials. Test shall be held for a minimum of 2 hours, or as required by local code.
C. Test all new gas lines at 1-1/2 times the proposed maximum working pressure, but not less than 5 psig. Test to be held for a minimum of 2 hours, or as required by local code.
D. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
E. All tests shall be witnessed and approved by Engineer and the local authority having jurisdiction before covering or insulating. The satisfactory operation of blowers, pumps and other equipment with moving parts shall be demonstrated to Engineer. Equipment without movable parts shall have pressure or other tests performed by Contractor to demonstrate satisfactory operation.
F. Furnish all instruments, pumps, blowers, and equipment required for the testing.
G. Provide written copies of these test reports for inclusion on the Operations and Maintenance Manuals and submit one copy to Engineer.

3.11 PAINTING

A. Surfaces of all equipment and material not provided with a factory finish coat shall be thoroughly cleaned, primed (if not factory primed) and finish coated with a high quality alkyd industrial enamel of a color chosen by Owner.

3.12 SPECIAL OPENINGS

A. Contractor shall attempt to schedule delivery of all large equipment requiring special openings for installation prior to enclosing of area. Where this is not possible written notice of required openings which must be provided shall be listed by size and location and submitted to General Contractor prior to enclosing of areas involved. Work required to construct openings and the associated cost of enclosing them shall be done at no additional cost to Owner.

3.13 PLACING IN OPERATION

A. All ducts, pipes, equipment, controls, etc., shall be cleaned of plaster and other foreign debris
B. Before final acceptance, all strainers shall be thoroughly cleaned or replaced, all bearings shall be oiled or greased and all drains shall be cleaned out and primed. All permanent filters shall be cleaned; throwaway type filters shall be replaced with new filters.
C. The systems shall be placed in operation.
D. Contractor shall verify that all controls are set to meet operating conditions specified.
   1. Example: Boiler operating control set at 180 degrees F. Limit control set at 200 degrees F.
E. Contractor shall verify that all pieces of equipment are operable and that all sequence of controls are being met.
F. Contractor to adjust seating through the first year as required by Engineer.

3.14 BALANCING, TESTING, AND ADJUSTING THE MECHANICAL SYSTEMS

A. Contractor shall include in their proposal the cost of testing, adjusting, and balancing (TAB). Mechanical Contractor shall provide a TAB report that shows the corrected airflow or coordinate with TAB Contractor to balance the system and correct deficiences noted by the TAB Contractor during TAB testing.

3.15 OPERATION AND MAINTENANCE INSTRUCTIONS

A. Contractor shall prepare and provide electronic copies of operating and maintenance manuals. Contractor shall deliver the electronic sets to Engineer for approval. Each manual shall be in a ring binder and shall be indexed with dividers for each Section. Delivery of required documents is a condition of final acceptance.
B. Each manual shall contain, but not limited to, the following general sections:
   1. Certificates of acceptance from the inspecting authorities.
   2. Waiver of all liens.
   3. Warranties with starting dates and end dates for each pieces of equipment and/or for each system (warranties shall begin on date of substantial completion and acceptance by Owner).

4. Names, telephone, and fax numbers and addresses of all subcontractors, vendors, manufacturer's representatives, and warranties providers.
5. Certification letters from each Contractor that each system furnished and installed by that Contractor and/or subcontractors is started-up, balanced, adjusted, and checked for proper operation in accordance with the intent of the Contract Documents.
6. Spare parts lists for each piece of equipment.
7. Lubrication charts showing type of lubrication and application methods and frequencies.
8. Filter cleaning or replacement schedule (on Contractor's letterhead stationary).
9. Preventative maintenance schedule for checking all items such as belt drives, safety controls, oil and refrigerant charges, and seasonal changer over recommendations. Cleaning of all strainers, traps, coils, tower pans, tubes, sprays, etc. (on Contractor's letterhead stationary).
10. Normal operating instructions including a sequence of operations (on Contractor's letterhead stationary).
11. Instructions as to procedures to be followed for emergency situations, such as alarms or safety items being tripped (on Contractor's letterhead stationary).
12. Instruction on who to call for service during guarantee period (on Contractor's letterhead stationary).
13. Copies of As-Built Drawings on reproducible vellum as produced by a Xerox or photographic process.
14. Copies of all approved Shop Drawing Submittals including nameplate date, design parameters, name, telephone and fax numbers, address of vendor, manufacturer's representative and warrantee provider.

C. Approval will not be given for final payment until the tests, balancing, and operating instruction portions have been completed.

3.16 INSTRUCTIONS TO OWNER

A. Contractor shall instruct Owner's operating personnel in the operations and maintenance of all mechanical systems and equipment. There shall be a minimum of 2 hours of training. Contractor shall furnish any special servicing tools required for maintenance.

B. Contractor shall conduct a demonstration of the installation upon completion and final acceptance of the Work. There shall be a minimum 2-hour demonstration. Prior to this, all Work shall have been completed, tested, balanced, and placed in operation. Qualified personnel must be present at the demonstration to operate all the systems and prove the performance of the equipment. The schedule for this demonstration shall be coordinated with Engineer.

3.17 EXCAVATION FOR PIPE AND CONDUIT

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Level bottom of all trenches and cover all PVC pipe with processed chat.

1. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
3. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

E. All piping and conduit trenches across pavement shall be backfilled with two-sack concrete to within 12 inches of finished grade.

F. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:
1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.

G. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

H. Protection:
1. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
2. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
    a. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
3. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
    a. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to the greatest extent possible.

I. Disposal of Surplus and Waste Materials:
1. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
2. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

J. Bracing and Sheeting: Open cut trenches shall be sheeted and braced as required by OSHA and the requirements of the State of Texas as necessary for the safety of workers or the protection of property.

END OF SECTION

SECTION 23 05 00.20 - BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. The following basic mechanical materials and methods to complement other Division 23 Sections.
      a. Piping materials and installation instructions common to most piping systems.
      b. Concrete equipment base construction requirements.
      c. Equipment nameplate data requirements.
      d. Labeling and identifying mechanical systems and equipment is specified in Section 23 05 53 "Identification for HVAC and Plumbing Piping and Equipment."
      e. Nonshrink grout for equipment installations.
      f. Field-fabricated metal and wood equipment supports.
      g. Installation requirements common to equipment specification Sections.
      h. Cutting and patching.
      i. Touch-up painting and finishing.
   2. Pipe and pipe fitting materials are specified in piping system Sections.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 DEFINITIONS

A. Pipe, pipe fittings, and piping include tube, tube fittings, and tubing.

B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below the roof, spaces above ceilings, unexcavated spaces, crawl spaces, and tunnels.

C. Exposed Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

D. Exposed Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

E. Concealed Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

F. Concealed Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.3 SUBMITTALS

A. General: Submit the following according to the Conditions of the Contract and Division 01 and Section 23 05 00 "General Mechanical Requirements."

B. Product data for following piping specialties:
   1. Mechanical sleeve seals.
   2. Dielectric Fittings.
   3. Access Doors.

1.4 QUALITY ASSURANCE

A. Qualify welding processes and operators for piping according to ASME "Boiler and Pressure Vessel Code," Section IX, "Welding and Brazing Qualifications."
   1. Comply with provisions of ASME B31 Series "Code for Pressure Piping."
   2. Certify that each welder has passed AWS qualification tests for the welding processes involved and that certification is current.
B. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.
C. Equipment Selection: Equipment of greater or larger power, dimensions, capacities, and ratings may be furnished provided such proposed equipment is approved in writing and connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment spaces are increased. No additional costs will be approved for these increases, if larger equipment is approved. If minimum energy ratings or efficiencies of the equipment are specified, the equipment must meet the design requirements and commissioning requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.
B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.
C. Protect flanges, fittings, and piping specialties from moisture and dirt.
D. Protect stored plastic pipes from direct sunlight. Support to prevent sagging and bending.

1.6 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.
B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.
C. Coordinate the installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.
D. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.
E. Coordinate connection of electrical services.
F. Coordinate connection of mechanical systems with exterior underground and overhead utilities and services. Comply with requirements of governing regulations, franchised service companies, and controlling agencies.
G. Coordinate requirements for access panels and doors where mechanical items requiring access are concealed behind finished surfaces.
H. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces. Install identifying devices prior to installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Refer to individual piping system specification Sections for pipe and fitting materials and joining methods.
B. Pipe Threads: ASME B1.20.1 for factory-threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual piping system Specification Sections in Division 23 for special joining materials not listed below.
B. Pipe Flange Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents.
   1. ASME B16.21, nonmetallic, flat, asbestos-free, 1/8-inch maximum thickness, except where thickness or specific material is indicated.
      a. Full-Face Type: For flat-face, Class 125 cast-iron and cast-bronze flanges.
      b. Narrow-Face Type: For raised-face, Class 250 cast iron and steel flanges.
   2. ASME B16.20 for grooved, ring-joint, steel flanges.
   3. AWWA C110, rubber, flat face, 1/8-inch-thick, except where other thickness is indicated; and full-face or ring type, except where type is indicated.
C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, except where other material is indicated.
D. Plastic Pipe Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, except where other type or material is indicated.
E. Solder Filler Metal: ASTM B32.
   1. Alloy Sn95 or Alloy Sn94: Tin (approximately 95 percent) and silver (approximately 5 percent), having 0.10 percent lead content.
F. Brazing Filler Metals: AWS A5.8.
   1. BCuP Series: Copper-phosphorus alloys.
   2. BAg1: Silver alloy.
G. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.
H. Solvent Cements: Manufacturer's standard solvents complying with the following:
   1. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D2235.
   2. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM F493.
   3. Poly (Vinyl Chloride) (PVC): ASTM D2564.
   4. PVC to ABS Transition: Made to requirements of ASTM D3138, color other than orange.
I. Plastic Pipe Seals: ASTM F477, elastomeric gasket.
J. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon steel bolts and nuts.
K. Couplings: Iron body sleeve assembly, fabricated to match outside diameters of plain-end pressure pipes.
   1. Sleeve: ASTM A126, Class B, gray iron.
   2. Followers: ASTM A47, Grade 32510 or ASTM A536 ductile iron.
   3. Gaskets: Rubber.
   4. Bolts and Nuts: AWWA C111.
   5. Finish: Enamel paint.

2.3 PIPING SPECIALTIES

A. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type where required to conceal protruding fittings and sleeves.
   1. Inside Diameter: Closely fit around pipe, tube, and insulation.
   2. Outside Diameter: Completely cover opening.
   3. Cast Brass: One-piece, with setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   4. Cast Brass: Split casting, with concealed hinge and setscrew.
      a. Finish: Rough brass.
      b. Finish: Polished chrome plate.
   5. Stamped Steel: One-piece, with setscrew and chrome-plated finish.
   6. Stamped Steel: One-piece, with spring clips and chrome-plated finish.
   7. Stamped Steel: Split plate, with concealed hinge, setscrew, and chrome-plated finish.
   8. Stamped Steel: Split plate, with concealed hinge, spring clips, and chrome-plated finish.
   9. Stamped Steel: Split plate, with exposed-rivet hinge, setscrew, and chrome-plated finish.
   10. Stamped Steel: Split plate, with exposed-rivet hinge, spring clips, and chrome-plated finish.
   11. Cast-Iron Floor Plate: One-piece casting.

B. Dielectric Fittings: Assembly or fitting having insulating material isolating joined dissimilar metals to prevent galvanic action and stop corrosion.
   1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld neck end types and matching piping system materials.
   2. Insulating Material: Suitable for system fluid, pressure, and temperature.
   3. Dielectric Unions: Factory-fabricated, union assembly for 250-psig minimum working pressure at a 180 degrees F temperature.
   4. Dielectric Flanges: Factory-fabricated, companion-flange assembly for 150- or 300-psig minimum pressure to suit system pressures.
   5. Dielectric-Flange Insulation Kits: Field-assembled, companion-flange assembly, full-face or ring type. Components include neoprene or phenolic gasket, phenolic or polyethylene bolt sleeves, phenolic washers, and steel backing washers.
      a. Provide separate companion flanges and steel bolts and nuts for 150- or 300-psig minimum working pressure to suit system pressures.
   6. Dielectric Couplings: Galvanized-steel coupling, having inert and noncorrosive, thermoplastic lining, with threaded ends and 300-psig minimum working pressure at 225 degrees F temperature.
   7. Dielectric Nipples: Electroplated steel nipple, having inert and noncorrosive thermoplastic lining, with combination of plain, threaded, or grooved end types and 300-psig working pressure at 225 degrees F temperature.

C. Mechanical Sleeve Seals: Modular, watertight mechanical type. Components include interlocking synthetic rubber links shaped to continuously fill annular space between pipe and sleeve. Connecting bolts and pressure plates cause rubber-sealing elements to expand when tightened.

D. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet Metal: 24-gauge or heavier galvanized sheet metal, round tube closed with welded longitudinal joint.
2. Steel Pipe: ASTM A53, Type E, Grade A, Schedule 40, galvanized, plain ends.
3. Cast-Iron: Cast or fabricated wall pipe equivalent to ductile-iron pressure pipe, having plain ends and integral water stop, except where other features are specified.
4. Wall Penetration Systems: Wall sleeve assembly, consisting of housing, gaskets, and pipe sleeve, with 1 mechanical-joint end conforming to AWWA C110 and one plain pipe-sleeve end.
   a. Penetrating Pipe Deflection: 5 percent without leakage.
   b. Housing: Ductile-iron casting having waterstop and anchor ring, with ductile-iron gland, steel studs and nuts, and rubber gasket conforming to AWWA C111, of housing and gasket size as required to fit penetrating pipe.
   c. Pipe Sleeve: AWWA C151, ductile-iron pipe.
   d. Housing-to-Sleeve Gasket: Rubber or neoprene push-on type of manufacturer's design.
5. Cast-Iron Sleeve Fittings: Commercially made sleeve having an integral clamping flange, with clamping ring, bolts, and nuts for membrane flashing.
   a. Underdeck Clamp: Clamping ring with setscrews.

2.4 GROUT

A. Nonshrink, Nonmetallic Grout: ASTM C1107, Grade B.
   1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
   2. Design Mix: 5,000-psi, 28-day compressive strength.
   3. Packaging: Premixed and factory-packaged.

2.5 ACCESS DOORS

A. Flush mounted steel access doors with 16 gauge frame and 14 gauge panel. Prime coat finish. Concealed spring hinges, screwdriver cam-lock. Doors in fire rated surfaces shall be UL listed and labeled. Doors to be Milcor or approved equivalent.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system Specification Sections in Divisions 23 specify piping installation requirements unique to the piping system.

B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated, except where deviations to layout are approved on Coordination Drawings.

C. Install piping at indicated slope.

D. Install components having pressure rating equal to or greater than system operating pressure.

E. Install piping in concealed interior and exterior locations, except in equipment rooms and service areas.
F. Install piping free of sags and bends.
G. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.
H. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.
I. Install piping to allow application of insulation plus 1-inch clearance around insulation.
J. Locate groups of pipes parallel to each other, spaced to permit valve servicing.
K. Install fittings for changes in direction and branch connections.
L. Install couplings according to manufacturer's printed instructions.
M. Install pipe escutcheons for pipe penetrations of concrete and masonry walls, wall board partitions, and suspended ceilings according to the following:
    1. Chrome-Plated Piping: Cast-brass, one-piece, with setscrew, and polished chrome-plated finish. Use split-casting escutcheons, where required, for existing piping.
    2. Uninsulated Piping Wall Escutcheons: Cast-brass or stamped-steel, with setscrew.
    3. Uninsulated Piping Floor Plates in Utility Areas: Cast-iron floor plates.
    4. Insulated Piping: Cast-brass or stamped-steel, with concealed hinge, spring clips, and chrome-plated finish.
    5. Piping in Utility Areas: Cast-brass or stamped-steel, with setscrew or spring clips.
N. Sleeves are required for core drilled holes.
O. Install sleeves for pipes passing through concrete and masonry walls, concrete floor and roof slabs, and where indicated.
P. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, concrete floor and roof slabs, and where indicated.
    1. Cut sleeves to length for mounting flush with both surfaces.
        a. Exception: Extend sleeves installed in floors of mechanical equipment areas or other wet areas 4 inches above finished floor level. Extend cast-iron sleeve fittings below floor slab as required to secure clamping ring where specified.
    2. Build sleeves into new walls and slabs as Work progresses.
    3. Install large enough sleeves to provide 1/4-inch annular clear space between sleeve and pipe or pipe insulation. Use the following sleeve materials:
        a. Steel Pipe Sleeves: For pipes smaller than 6 inches.
        b. Steel Sheet-Metal Sleeves: For pipes 6 inches and larger that penetrate gypsum board partitions.
        c. Cast-Iron Sleeve Fittings: For floors having membrane waterproofing. Secure flashing between clamping flanges. Install section of cast-iron soil pipe to extend sleeve to 4 inches above finished floor level. Flashing is specified in Division 07.
            1) Seal space outside of sleeve fittings with nonshrink, nonmetallic grout.
    4. Except for below-grade wall penetrations, seal annular space between sleeve and pipe or pipe insulation, using elastomeric joint sealants specified in Division 07.

Q. Above Grade, Exterior Wall, and Pipe Penetrations: Seal penetrations using sleeves and mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
    1. Install steel pipe for sleeves smaller than 6 inches.
    2. Install cast-iron wall pipes for sleeves 6 inches and larger.
    3. Assemble and install mechanical seals according to manufacturer's printed instructions.

R. Below Grade, Exterior Wall, and Pipe Penetrations: Install cast-iron wall pipes for sleeves. Seal pipe penetrations using mechanical sleeve seals. Size sleeve for 1-inch annular clear space between pipe and sleeve for installation of mechanical seals.
   1. Below Grade, Exterior Wall, and Pipe Penetrations: Install ductile-iron wall penetration system sleeves according to manufacturer's printed installation instructions.

S. Fire Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping sealant material. Firestopping materials are specified in Division 07.

T. Verify final equipment locations for roughing in.

U. Refer to equipment specifications in other Sections for roughing-in requirements.

V. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.
   1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
   2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
   3. Soldered Joints: Construct joints according to AWS "Soldering Manual," in "The Soldering of Pipe and Tube" chapter.
   4. Brazed Joints: Construct joints according to AWS "Brazing Manual" in the "Pipe and Tube" chapter.
   5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full inside diameter. Join pipe fittings and valves as follows:
      a. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
      b. Apply appropriate tape or thread compound to external pipe threads (except where dry seal threading is specified).
      c. Align threads at point of assembly.
      d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
      e. Damaged Threads: Do not use pipe or pipe fittings having threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
   6. Welded Joints: Construct joints according to AWS D10.12 "Recommended Practices and Procedures for Welding Low Carbon Steel Pipe" using qualified processes and welding operators according to the "Quality Assurance" Article.
   7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.
   8. Plastic Pipe and Fitting Solvent-Cement Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join pipe and fittings according to the following standards:
      a. Comply with ASTM F402 for safe handling of solvent-cement and primers.
      b. Acrylonitrile-Butadiene-Styrene (ABS): ASTM D2235 and ASTM D2661.
      c. Chlorinated Poly (Vinyl Chloride) (CPVC): ASTM D2846 and ASTM F493.
      d. Poly (Vinyl Chloride) (PVC) Pressure Application: ASTM D2672.
      e. Poly (Vinyl Chloride) (PVC) Non-Pressure Application: ASTM D2855.

f. PVC to ABS (Non-Pressure) Transition: Procedure and solvent cement described in ASTM D3138.

9. Plastic Pipe and Fitting Heat-Fusion Joints: Prepare pipe and fittings and join with heat-fusion equipment according to manufacturer's printed instructions.
   a. Plain-End Pipe and Fittings: Butt joining.
   b. Plain-End Pipe and Socket-Type Fittings: Socket joining.

W. Piping Connections: Except as otherwise indicated, make piping connections as specified below.
1. Install unions in piping 2 inches and smaller adjacent to each valve and at final connection to each piece of equipment having a 2-inch or smaller threaded pipe connection.
2. Install flanges in piping 2-1/2 inches and larger adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.
3. Dry Piping Systems (Gas): Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems (Water): Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.
B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to Engineer.
C. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, except where otherwise indicated.
D. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.
E. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 ACCESS DOORS

A. Furnish an access door for each pipe chase for each floor. This includes both toilet plumbing chases and pipe riser chases. Access doors assembly to be size 16 by 16 inches. Access doors are not shown on floor plans. Access door locations shall be field verified.
B. Also, furnish access doors in all non-removable ceiling and in partitions and walls where necessary access to plumbing cleanouts, shock absorbers, fire dampers, manual dampers, valves and other mechanical devices requiring access. Size these as required for access with minimum size of 12 by 12 inches.

C. Any access doors furnished for installation in fire rated surfaces or assembly shall carry an approved fire rating for that use.
D. Any access doors furnished for installation in glued on acoustical surfaces or assembly shall have recessed door to allow installation of tiles.
E. Provide all access doors to General Contractor for them to construct into the building.

3.4 PAINTING AND FINISHING

A. Refer to Division 09 for field painting requirements.

B. Damage and Touch-Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.5 CONCRETE BASES

A. Construct concrete equipment bases of dimensions indicated, but not less than 4 inches larger than supported unit in both directions. Follow supported equipment manufacturer's setting templates for anchor bolt and tie locations. Use 3,000-psi, 28-day compressive strength concrete and reinforcement use fibrillated or monofilament polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2- to 1-1/2 inches long. Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 pound per cubic yard.

3.6 ERECTION OF METAL SUPPORTS AND ANCHORAGE

A. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor mechanical materials and equipment.
B. Field Welding: Comply with AWS D1.1 "Structural Welding Code - Steel."

3.7 ERECTION OF WOOD SUPPORTS AND ANCHORAGE

A. Cut, fit, and place wood grounds, nailers, blocking, and anchorage to support and anchor mechanical materials and equipment.
B. Select fastener sizes that will not penetrate members where oppoSite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood members.
C. Attach to substrates as required to support applied loads.

3.8 CUTTING AND PATCHING

A. Cut, channel, chase, and drill floors, walls, partitions, ceilings, and other surfaces necessary for mechanical installations. Perform cutting by skilled mechanics of the trades involved.
B. Repair cut surfaces to match adjacent surfaces.

3.9 GROUTING

A. Install nonmetallic, nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer's printed instructions.
B. Clean surfaces that will come into contact with grout.

C. Provide forms for placement of grout, as required.
D. Avoid air entrapment when placing grout.
E. Place grout to completely fill equipment bases.
F. Place grout on concrete bases to provide a smooth bearing surface for equipment.
G. Place grout around anchors.
H. Cure placed grout according to manufacturer's printed instructions.

3.10 DEMOLITION

A. Disconnect, demolish, and remove Work specified under Divisions 23 and as indicated.

B. Where pipe, duct Work, insulation, or equipment to remain is damaged or disturbed, remove damaged portions and install new products of equal capacity and quality.
C. Accessible Work: Remove indicated exposed pipe and duct Work in its entirety.
D. Abandoned Work: Cut and remove buried pipe abandoned in place, 2 inches beyond the face of adjacent construction. Cap and patch surface to match existing finish.
E. Removal: Remove indicated equipment from the Project Site.
F. Temporary Disconnection: Remove, store, clean, reinstall, reconnect, and make operational equipment indicated for relocation.

END OF SECTION

SECTION 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates.
   2. Tags.
   3. Stencils.
   4. Pipe markers.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Mechanical Engineers:
   1. ASME A13.1 - Scheme for the Identification of Piping Systems.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."
B. Product Data: Submit manufacturers catalog literature for each product required.
C. Manufacturer's Installation Instructions: Indicate installation instructions, special procedures, and installation.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of tagged valves; include valve tag numbers.

1.5 QUALITY ASSURANCE

A. Conform to ASME A13.1 for color scheme for identification of piping systems and accessories.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 NAMEPLATES

A. Nameplates
   1. Manufacturers:
      a. Seton Identification Products.
      b. Substitutions: Section 23 05 00 "Generald Mechanical Requirements.
B. Product Description: Laminated three-layer plastic with engraved black letters on light contrasting background color.

2.2 TAGS

A. Metal Tags
   1. Manufacturers:
      a. Brass with stamped letters; tag size minimum 1-1/2 inches diameter with finished edges.
B. Tag Chart: Typewritten letter size list of applied tags and location in anodized aluminum frame.

2.3 STENCILS

A. Stencils: With clean cut symbols and letters of following size:
   1. Up to 2 inches Outside Diameter of Insulation or Pipe: 1/2-inch high letters.
   2. Two and one half to 6 inches Outside Diameter of Insulation or Pipe: 1-inch high letters.
   3. Over 6 inches Outside Diameter of Insulation or Pipe: 1-3/4 inches high letters.
   4. Equipment: 1-3/4 inches high letters.
B. Stencil Paint: As specified in Section 09 90 00, semi-gloss enamel, colors and lettering size conforming to ASME A13.1.

2.4 PIPE MARKERS

A. Color and Lettering: Conform to ASME A13.1.
B. Plastic Pipe Markers:
   1. Factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering. Larger sizes may have maximum sheet size with spring fastener.
C. Plastic Tape Pipe Markers:
   1. Flexible, vinyl film tape with pressure sensitive adhesive backing and printed markings.
D. Plastic Underground Pipe Markers:
   1. Bright colored continuously printed plastic ribbon tape, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service. Markers used on nonmetallic pipe shall contain tracer wire.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.
B. Prepare surfaces in accordance with Division 09 for stencil painting.

3.2 INSTALLATION

A. Apply stencil painting in accordance with Division 09.
B. Install identifying devices after completion of coverings and painting.
C. Install plastic nameplates with corrosive-resistant mechanical fasteners, or adhesive.
D. Install tags using corrosion resistant chain. Number tags consecutively by location.
E. Install underground plastic pipe markers 8 to 10 inches below finished grade, directly above buried pipe.
F. Identify air handling units, pumps, heat transfer equipment, tanks, and water treatment devices with plastic nameplates. Identify in-line pumps and other small devices with tags.
G. Identify control panels and major control components outside panels with plastic nameplates.
H. Identify valves in main and branch piping with tags.
I. Identify air terminal units and radiator valves with numbered tags.
J. Tag automatic controls, instruments, and relays. Key to control schematic.
K. Identify piping, concealed or exposed, with plastic pipe markers, plastic tape pipe markers,or stenciled painting. Use tags on piping 3/4-inch diameter and smaller. Identify service, flow direction, and pressure. Install in clear view and align with axis of piping. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction.

END OF SECTION

SECTION 23 07 05 - HVAC AND PLUMBING INSULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Ductwork insulation.
2. Duct liner.
3. Insulation jackets.
4. Piping system insulation.
5. Insulation accessories including vapor retarders, jackets, and accessories.

B. Related Requirements:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ASTM International:
1. ASTM A167 - Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
2. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
3. ASTM C177 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus.
4. ASTM C195 - Standard Specification for Mineral Fiber Thermal Insulating Cement.
5. ASTM C449 - Standard Specification for Mineral Fiber Hydraulic-Setting Thermal Insulating and Finishing Cement.
6. ASTM C518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
7. ASTM C533 - Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
8. ASTM C534 - Standard Specification for Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular Form.
9. ASTM C547 - Standard Specification for Mineral Fiber Pipe Insulation.
10. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
11. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
12. ASTM C591 - Standard Specification for Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
13. ASTM C592 - Standard Specification for Mineral Fiber Blanket Insulation and Blanket-Type Pipe Insulation (Metal-Mesh Covered) (Industrial Type).
14. ASTM C610 - Standard Specification for Molded Expanded Perlite Block and Pipe Thermal Insulation.
15. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
16. ASTM C795 - Standard Specification for Thermal Insulation for Use in Contact with Austenitic Stainless Steel.

17. ASTM C921 - Standard Practice for Determining the Properties of Jacketing Materials for Thermal Insulation.
18. ASTM C1071 - Standard Specification for Thermal and Acoustical Insulation (Glass Fiber, Duct Lining Material).
19. ASTM C1126 - Standard Specification for Faced or Unfaced Rigid Cellular Phenolic Thermal Insulation.
20. ASTM C1136 - Standard Specification for Flexible, Low Permeance Vapor Retarders for Thermal Insulation.
21. ASTM C1290 - Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts.
22. ASTM D1784 - Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
23. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
24. ASTM E96 - Standard Test Methods for Water Vapor Transmission of Materials.
25. ASTM E162 - Standard Test Method for Surface Flammability of Materials Using a Radiant Heat Energy Source.
26. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.

B. Sheet Metal and Air Conditioning Contractors:
1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 "General Mechanical Requirements" for submittals.
B. Product Data: Submit product description, thermal characteristics and list of materials and thickness for each service, and location.
C. Manufacturer's Installation Instructions: Submit manufacturers published literature indicating proper installation procedures.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Applicator: Company specializing in performing Work of this Section with minimum 3 years' experience approved by manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Accept materials on Site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
B. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Install insulation only when ambient temperature and humidity conditions are within range recommended by manufacturer.
B. Maintain temperature during and after installation for minimum period of 24 hours.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 WARRANTY

A. Refer to Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 MAN MADE MINERAL FIBER

A. Manufacturers:
   1. Johns Manville.
   2. Knauf.
   3. Owens Corning.
   4. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Insulation: ASTM C547 Mineral Fiber Pipe Insulation, Type I, 850 degrees F.
C. Vapor Retarder Jacket:
   1. ASTM C921, White Kraft paper with glass fiber yarn, bonded to aluminized film.
   2. Moisture Vapor Transmission: ASTM E96; 0.02 perm-inches.
D. Tie Wire: 0.048-inch stainless steel with twisted ends on maximum 12-inch centers.
E. Vapor Retarder Lap Adhesive: Compatible with insulation.
F. Insulating Cement/Mastic: ASTM C195; hydraulic setting on mineral wool.
G. Glass Fiber Fabric:
   1. Cloth: Untreated; 9 ounces per square yard weight.
   2. Blanket: 1.0 pound per cubic feet density.
   3. Weave: 10 by 10.
H. Indoor Vapor Retarder Finish:
   1. Cloth: Untreated; 9 ounces per square yard weight.
   2. Vinyl emulsion type acrylic, compatible with insulation, white color.
I. Insulating Cement: ASTM C449.

2.2 MINERAL FIBER, FLEXIBLE

A. Manufacturers:
   1. Johns Manville.
   2. Knauf.
   3. Owens Corning.
   4. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Insulation: ASTM C553 Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications, Type II.
   1. Density: 0.75 PCF.
C. Vapor Retarder Jacket:
   1. Kraft paper with glass fiber yarn and bonded to aluminized film.
   2. Moisture vapor transmission: ASTM E96; 0.02 perm.
   3. Secure with pressure sensitive tape.

D. Vapor Retarder Tape: Kraft paper reinforced with glass fiber yarn and bonded to aluminized film, with pressure sensitive rubber-based adhesive.
E. Tie Wire: Annealed steel, 16 gauge.

2.3 ELASTOMERIC CELLULAR FOAM

A. Manufacturers:
1. Armaflex.
2. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Preformed Flexible Elastomeric Cellular Thermal Insulation in Sheet and Tubular form: ASTM C534; Type I, Tubular form.
C. Elastomeric Foam Adhesive: Air dried, contact adhesive, compatible with insulation.

2.4 PIPE INSULATION AND EQUIPMENT JACKETS

A. PVC Plastic Pipe Jacket:
1. Manufacturers:
a. Johns Manville.
b. Knauf.
c. Owens Corning.
d. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
2. Product Description: ASTM D1784, one-piece molded type fitting covers and sheet material, off-white color.
3. Thickness: 15 mil.
4. Connections: Brush-on welding adhesive.
B. PVC Plastic Equipment Jacket:
1. Manufacturers:
a. Johns Manville.
b. Knauf.
c. Owens Corning.
d. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
2. Product Description: Sheet material, off-white color.
3. Minimum Service Temperature: Minus 40 degrees F.
4. Maximum Service Temperature: 150 degrees F.
5. Moisture Vapor Transmission: ASTM E96; 0.002 perm-inches.
6. Thickness: 15 mil.
7. Connections: Brush-on welding adhesive.
C. Covering Adhesive Mastic: Compatible with insulation.
D. Aluminum Pipe Jacket:
1. ASTM B209.
2. Thickness: 0.020-inch thick
3. Finish: Stucco embossed.
4. Jointing: Longitudinal slip joints and 2-inch laps.
5. Fittings: 0.016-inch thick die shaped fitting covers with factory attached protection liner.
6. Metal Jacket Bands: 3/8-inch wide; 0.015-inch thick aluminum.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping, equipment and ductwork has been tested before applying insulation materials.
B. Verify surfaces are clean and dry, with foreign material removed.

3.2 INSTALLATION

A. Exposed Piping: Locate insulation and cover seams in least visible locations. Provide PVC jacketing.
B. Insulated pipes conveying fluids below ambient temperature: Insulate entire system including fittings, valves, unions, flanges, strainers, flexible connections, pump bodies, and expansion joints.
C. Man made mineral fiber insulated pipes conveying fluids below ambient temperature:
   1. Furnish factory-applied or field-applied vapor retarder jackets. Secure factory-applied jackets with pressure sensitive adhesive self-sealing longitudinal laps and butt strips. Secure field-applied jackets with outward clinch expanding staples and seal staple penetrations with vapor retarder mastic.
   2. Insulate fittings, joints, and valves with molded insulation of like material and thickness as adjacent pipe. Finish with glass cloth and vapor retarder adhesive or PVC fitting covers.
D. For hot piping conveying fluids over 140 degrees F, insulate flanges and unions at equipment.
E. Man made mineral fiber insulated pipes conveying fluids above ambient temperature:
   1. Furnish factory-applied or field-applied standard jackets. Secure with outward clinch expanding staples or pressure sensitive adhesive system on standard factory-applied jacket and butt strips or both.
   2. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe. Finish with glass cloth and adhesive or PVC fitting covers.
F. Inserts and Shields:
   1. Application: Piping or Equipment 1-1/2 inches diameter or larger.
   2. Shields: Galvanized steel between pipe hangers or pipe hanger rolls and inserts.
   3. Insert location: Between support shield and piping and under finish jacket.
   4. Insert configuration: Minimum 6 inches long, of thickness and contour matching adjoining insulation; may be factory fabricated.
   5. Insert material: Compression resistant insulating material suitable for planned temperature range and service.
G. Continue insulation through penetrations of building assemblies or portions of assemblies having fire resistance rating of 1 hour or less. Provide intumescent firestopping when continuing insulation through assembly. Finish at supports, protrusions, and interruptions. Refer to Division 07 for penetrations of assemblies with fire resistance rating greater than 1 hour.
H. Factory Insulated Equipment: Do not insulate.
I. Exposed Equipment: Locate insulation and cover seams in least visible locations.
J. Apply insulation close to equipment by grooving, scoring, and beveling insulation. Fasten insulation to equipment with studs, pins, clips, adhesive, wires, or bands.

K. Fill joints, cracks, seams, and depressions with bedding compound to form smooth surface. On cold equipment, use vapor retarder cement.

L. Insulated Equipment Containing Fluids Below Ambient Temperature: Insulate entire system.

M. Mineral fiber insulated equipment containing fluids below ambient temperature: Provide vapor retarder jackets, factory-applied or field-applied. Finish with glass-cloth and vapor barrier adhesive.

N. For hot equipment containing fluids over 140 degrees F, insulate flanges and unions with removable sections and jackets.

O. Mineral Fiber Insulated Equipment Containing Fluids Above Ambient Temperature: Provide standard jackets, with or without vapor retarder, factory-applied or field-applied. Finish with glass cloth and adhesive.

P. Finish insulation at supports, protrusions, and interruptions.

Q. Nameplates and ASME Stamps: Bevel and seal insulation around; do not insulate over.

R. Equipment Requiring Access for Maintenance, Repair, or Cleaning: Install insulation for easy removal and replacement without damage.

S. Insulated ductwork conveying air below ambient temperature:
   1. Provide insulation with vapor retarder jackets.
   2. Finish with tape and vapor retarder jacket.
   3. Continue insulation through walls, sleeves, hangers, and other duct penetrations.
   4. Insulate entire system including fittings, joints, flanges, fire dampers, flexible connections, and expansion joints.

T. Insulated ductwork conveying air above ambient temperature:
   1. Provide with or without standard vapor retarder jacket.
   2. Insulate fittings and joints. Where service access is required, bevel and seal ends of insulation.

U. External Duct Insulation Application:
   1. Secure insulation with vapor retarder with wires and seal jacket joints with vapor retarder adhesive or tape to match jacket.
   2. Secure insulation without vapor retarder with staples, tape, or wires.
   3. Install without sag on underside of ductwork. Use adhesive or mechanical fasteners where necessary to prevent sagging. Lift ductwork off trapeze hangers and insert spacers.
   4. Seal vapor retarder penetrations by mechanical fasteners with vapor retarder adhesive.
   5. Stop and point insulation around access doors and damper operators to allow operation without disturbing wrapping.

V. For hot equipment containing fluids over 140 degrees F, insulate flanges and unions with removable sections and jackets.

W. Exterior Applications: Provide vapor retarder jacket. Insulate fittings, joints, and valves with insulation of like material and thickness as adjoining pipe, and finish with glass mesh reinforced vapor retarder cement. Cover with aluminum jacket with seams located at 3 or 9 o' clock position on side of horizontal piping with overlap facing down to shed water.

3.3 SCHEDULES

A. Plumbing Systems:
   1. Domestic Hot Water Supply:
      a. Man-made Mineral Fiber Insulation:
         1) Pipe Size Range: 1.5-inch or less.
            a) Thickness: 1 inch.
         2) Pipe Size Range: Greater than 1.5 inches.
            a) Thickness: 2 inches.
         3) Runout Piping 4 feet or less:
            a) Pipe Size Range: 1 inch or less.
            b) Thickness: 1/2-inch.
   2. Domestic Cold Water:
      a. Man-made Mineral Fiber Insulation:
         1) Pipe Size Range: All sizes.
            a) Thickness: 1/2-inch.

B. Cooling Systems:
   1. Interior Condensate Drains and Refrigerant Suction Piping:
      a. Elastomeric Cellular Foam:
         1) Pipe Size Range: All sizes.
            a) Thickness: 3/4-inch.

C. Supply Ducts:
   1. Mineral Fiber, Flexible:
      a. Thickness: As required to meet R-6.

D. Return Ducts:
   1. Mineral Fiber, Flexible (return ducts without liner):
      a. Thickness: As required to meet R-6.

END OF SECTION

SECTION 23 23 00 - REFRIGERANT PIPING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Refrigerant piping.
2. Unions, flanges, and couplings.
3. Valves.
4. Refrigerant strainers.

B. Related Sections:
1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
1. ARI 495 - Refrigerant Liquid Receivers.
2. ARI 710 - Liquid-Line Driers.
3. ARI 730 - Flow-Capacity Rating and Application of Suction-Line Filters and Filter Dryers.
4. ARI 750 - Thermostatic Refrigerant Expansion Valves.
5. ARI 760 - Solenoid Valves for Use with Volatile Refrigerants.

B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
1. ASHRAE 15 - Safety Code for Mechanical Refrigeration.

C. American Society of Mechanical Engineers:
1. ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
2. ASME B16.26 - Cast Copper Alloy Fittings for Flared Copper Tubes.
3. ASME B31.5 - Refrigeration Piping.
4. ASME Section VIII - Boiler and Pressure Vessel Code - Pressure Vessels.

D. ASTM International:
1. ASTM A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
2. ASTM A234 - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service.
3. ASTM B88 - Standard Specification for Seamless Copper Water Tube.
4. ASTM B280 - Standard Specification for Seamless Copper Tube for Air Conditioning and Refrigeration Field Service.
5. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers.
6. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.

E. American Welding Society:
1. AWS A5.8 - Specification for Filler Metals for Brazing and Braze Welding.
2. AWS D1.1 - Structural Welding Code - Steel.

F. Manufacturers Standardization Society of the Valve and Fittings Industry:
1. MSS SP 58 - Pipe Hangers and Supports - Materials, Design and Manufacturer.
2. MSS SP 69 - Pipe Hangers and Supports - Selection and Application.
3. MSS SP 89 - Pipe Hangers and Supports - Fabrication and Installation Practices.

G. Underwriters Laboratories Inc.:
   1. UL 429 - Electrically Operated Valves.

1.3 SYSTEM DESCRIPTION

A. Where more than one piping system material is specified, provide compatible system components and joints. Use non-conducting dielectric connections when joining dissimilar metals in systems.
B. Provide flanges, unions, or couplings at locations requiring servicing. Use unions, flanges, or couplings downstream of valves and at equipment connections. Do not use direct welded or threaded connections to valves or equipment.
C. Provide pipe hangers and supports in accordance with ASME B31.5, ASTM F708, MSS SP 58, MSS SP 69, and MSS SP 89.

1.4 SUBMITTALS

A. Division 01 and Section 23 05 00 "Submittal Procedures."
B. Product Data:
   1. Piping: Submit data on pipe materials, fittings, and accessories.
   2. Valves: Submit manufacturer's catalog information with valve data and ratings for each service.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ASME B31.5 code for installation of refrigerant piping systems.
B. Perform Work in accordance with AWS D1.1 for welding hanger and support attachments to building structure.
C. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.
B. Fabricator or Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Dehydrate and charge refrigeration components including piping and receivers, seal prior to shipment. Maintain seal until connected into system.
B. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the Work, and isolating parts of completed system.

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install underground piping when bedding is wet or frozen.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.10 WARRANTY

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."

PART 2 - PRODUCTS

2.1 REFRIGERANT PIPING

A. Copper Tubing: ASTM B280, drawn.
   1. Fittings: ASME B16.22 wrought copper.
   2. Joints: Braze, AWS A5.8 BCuP silver/phosphorus/copper alloy with melting range 1,190 to 1,480 degrees F.

2.2 UNIONS, FLANGES, AND COUPLINGS

A. Two inches and Smaller:
   1. Copper Pipe: Bronze, soldered joints.
B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.3 VALVES

A. Ball Valves:
   1. Two piece bolted forged brass body with teflon ball seals and copper tube extensions, brass bonnet and seal cap, chrome plated ball, stem with neoprene ring stem seals, soldered ends.
   2. Maximum working pressure: 500 psig.
   3. Maximum working temperature: 325 degrees F.
B. Service Valves:
   1. Forged brass body with copper stubs, brass caps, removable valve core, integral ball check valve, flared or solder ends.
   2. Maximum working pressure: 500 psig.
C. Refrigerant Check Valves:
   1. Straight Through Type:
      a. Spring, neoprene seat.
      b. Maximum working pressure: 500 psig.
      c. Maximum working temperature: 250 degrees F.

2.4 REFRIGERANT STRAINERS

A. Straight Line or Angle Line Type:
   1. Brass or steel shell, steel cap and flange, and replaceable cartridge, with screen of stainless steel wire or monel reinforced with brass.
   2. Maximum working pressure: 430 psig.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify excavations are to required grade, dry, and not over-excavated.

3.2 PREPARATION

A. Ream pipe and tube ends. Remove burrs.
B. Remove scale and dirt on inside and outside before assembly.
C. Prepare piping connections to equipment with flanges or unions.
D. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.

3.3 INSTALLATION - INSERTS

A. Provide inserts for placement in concrete forms.
B. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
C. Provide hooked rod to concrete reinforcement section for inserts carrying pipe 4 inches and larger.
D. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
E. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut recessed into and grouted flush with slab.

3.4 INSTALLATION - PIPE HANGERS AND SUPPORTS

A. Refer to Section 22 05 09 "Hangers and Supports."

3.5 INSTALLATION - ABOVE GROUND PIPING SYSTEMS

A. Route piping parallel to building structure and maintain gradient.
B. Install piping to conserve building space, and not interfere with use of space.
C. Group piping whenever practical at common elevations.
D. Sleeve pipe passing through partitions, walls and floors. Refer to Section 23 05 00 "General Mechanical Requirements."
E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
F. Provide access where valves and fittings are not exposed.
G. Arrange refrigerant piping to return oil to compressor. Provide traps and loops in piping, and provide double risers as required. Slope horizontal piping 0.40 percent in direction of flow.
H. Flood refrigerant piping system with nitrogen when brazing.

I. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
J. Install valves with stems upright or horizontal, not inverted.
K. Insulate piping ; refer to Section 23 07 05 "HVAC and Plumbing Installation."
L. Fully charge completed system with refrigerant after testing.

M. Follow ASHRAE 15 procedures for charging and purging of systems and for disposal of refrigerant.
N. Install refrigerant piping in accordance with ASME B31.5.

3.6 FIELD QUALITY CONTROL

A. Test refrigeration system in accordance with ASME B31.5.
B. Pressure test refrigeration system with dry nitrogen to 200 psig.
C. Repair leaks.
D. Retest until no leaks are detected.

3.7 SCHEDULES

A. Copper Tube Hanger Spacing:
1. Pipe Size 1/2-Inch:
a. Maximum Hanger Spacing: 5 feet.
b. Hanger Rod Diameter: 3/8-inch.
2. Pipe Size 3/4-Inch:
a. Maximum Hanger Spacing: 5 feet.
b. Hanger Rod Diameter: 3/8-inch.
3. Pipe Size 1 Inch:
a. Maximum Hanger Spacing: 6 feet.
b. Hanger Rod Diameter: 3/8-inch.
4. Pipe Size 1-1/4 Inches:
a. Maximum Hanger Spacing: 7 feet.
b. Hanger Rod Diameter: 3/8-inch
5. Pipe Size 1-1/2 Inches:
a. Maximum Hanger Spacing: 8 feet.
b. Hanger Rod Diameter: 3/8-inch.
6. Pipe Size 2 Inches:
a. Maximum Hanger Spacing: 8 feet.
b. Hanger Rod Diameter: 3/8-inch.
7. Pipe Size 2-1/2 Inches:
a. Maximum Hanger Spacing: 9 feet.
b. Hanger Rod Diameter: 1/2-inch.
8. Pipe Size 3 Inches:
a. Maximum Hanger Spacing: 10 feet.
b. Hanger Rod Diameter: 1/2-inch.
9. Pipe Size 4 Inches:
a. Maximum Hanger Spacing: 10 feet.
b. Hanger Rod Diameter: 1/2-inch.

END OF SECTION

SECTION 23 31 00 - HVAC DUCTS AND CASINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Duct materials.
   2. Ductwork fabrication.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCE STANDARDS

A. ASTM International:
   1. ASTM A36 - Standard Specification for Carbon Structural Steel.
   2. ASTM A90 - Standard Test Method for Weight Mass of Coating on Iron and Steel Articles with Zinc or Zinc-Alloy Coatings.
   3. ASTM A167 - Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
   4. ASTM A568 - Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for.
   5. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   6. ASTM A1008 - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
   7. ASTM A1011 - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
   8. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
   9. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
   10. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
   11. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

B. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.
   2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.

C. Sheet Metal and Air Conditioning Contractors' National Association:
   1. SMACNA 016 - HVAC Air Duct Leakage Test Manual.
   2. SMACNA 1966 - HVAC Duct Construction Standards - Metal and Flexible.

D. Underwriters Laboratories Inc.:
   1. UL 181 - Factory-Made Air Ducts and Air Connectors.

1.3 PERFORMANCE REQUIREMENTS

A. Variation of duct configuration or sizes other than those of equivalent or lower loss coefficient is not permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

1.4 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechnical Requirements."
B. Product Data: Submit manufacturer information for duct materials and, duct connectors.

C. Test Reports: Indicate pressure tests performed, including date, section tested, test pressure, and leakage rate according to SMACNA 016.
D. Manufacturer Installation Instructions:
   1. Submit special procedures for glass-fiber ducts.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents:
   1. Record actual locations of ducts and duct fittings.
   2. Record changes in fitting location and type.
   3. Show additional fittings used.

1.6 QUALITY ASSURANCE

A. Perform Work according to SMACNA 1966.
B. Construct ductwork to NFPA 90A standards.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience .

1.8 ENVIRONMENTAL REQUIREMENTS

A. Do not install duct sealant when temperatures are less than those recommended by sealant manufacturers.
B. Maintain temperatures during and after installation of duct sealant.

1.9 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrications.

1.10 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 DUCTS MATERIALS

A. Galvanized-Steel Ducts:
   1. Material: ASTM A653 galvanized-steel sheet.
   2. Quality: Lock forming.
   3. Finish: G90 zinc coating according to ASTM A90.

B. Fasteners: Rivets, bolts, or sheet metal screws.

2.2 FABRICATION

A. Rectangular Ducts:
   1. According to SMACNA 1966 and as indicated on Drawings.
   2. Provide duct material, gages, reinforcing, and sealing for indicated operating pressures.

B. Round Ducts:
   1. According to SMACNA 1966 and as indicated on Drawings.
   2. Seams: Longitudinal.
   3. Provide duct material, gages, reinforcing, and sealing for indicated operating pressures.

C. Tees, Bends, and Elbows:
   1. Minimum Radius:
      a. One and one half times centerline duct width.
      b. If not possible or if rectangular elbows are used, provide airfoil turning vanes.

D. Divergence:
   1. Increase duct sizes gradually, not exceeding 15 degrees of divergence wherever possible.
   2. Upstream of Equipment: Maximum 30 degrees.
   3. Downstream of Equipment: Maximum 45 degrees.

E. Takeoffs:
   1. Provide standard 45-degree lateral wye takeoffs.
   2. If not possible due to space limitations, provide 90-degree conical tee connections.

F. Sealing:
   1. Seal joints between duct sections and duct seams with welds, gaskets, mastic adhesives, mastic plus embedded fabric systems, or tape.
   2. Sealants, Mastics, and Tapes: Comply with UL 181A and provide products bearing appropriate UL 181A markings.
   3. Do not provide sealing products not bearing UL approval marking.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify sizes of equipment connections before fabricating transitions.

3.2 INSTALLATION

A. Install and seal ducts according to SMACNA 1966.
B. During construction, install temporary closure of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
C. Hanger and Supports:
   1. Fabricate and support ducts according to SMACNA 1966.
   2. Threaded Rods: Provide double nuts and lock washers.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Install openings in ductwork where required to accommodate thermometers and controllers. Install Pitot tube openings for testing of systems. Install Pitot tube complete with metal can with spring device or screw to prevent air leakage. Where openings are provided in insulated ductwork, install insulation material inside metal ring.

3.4 SCHEDULES

A. Ductwork Material Schedule:

AIR SYSTEM	MATERIAL
General Exhaust Supply Air Return Air	Steel

B. Ductwork Pressure Class Schedule:

AIR SYSTEM	MATERIAL
General Exhaust Supply Air Return Air	1-inch wg regardless of velocity

END OF SECTION

SECTION 23 33 00 - AIR DUCT ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Back-draft dampers.
   2. Duct access doors.
   3. Volume control dampers.
   4. Flexible duct connections.
   5. Duct test holes.

B. Related Sections:
   1. Division 01 Specification Section apply to Work of this Section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:
   1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.

B. ASTM International:
   1. ASTM E1 - Standard Specification for ASTM Thermometers.

C. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.
   2. NFPA 92A - Recommended Practice for Smoke-Control Systems.

D. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

E. Underwriters Laboratories Inc.:
   1. UL 555 - Standard for Safety for Fire Dampers.
   2. UL 555C - Standard for Safety for Ceiling Dampers.
   3. UL 555S - Standard for Safety for Smoke Dampers.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements."

B. Product Data: Submit data for shop fabricated assemblies and hardware used.

C. Product Data: Submit for the following. Include where applicable electrical characteristics and connection requirements.
   1. Fire dampers including locations and ratings.
   2. Smoke dampers including locations and ratings.
   3. Backdraft dampers.
   4. Flexible duct connections.
   5. Volume control dampers.
   6. Duct access doors.
   7. Duct test holes.

D. Product Data: For fire dampers, smoke dampers, or combination fire and smoke dampers submit the following:

1. Include UL ratings, dynamic ratings, leakage, pressure drop and maximum pressure data.
2. Indicate materials, construction, dimensions, and installation details.

E. Manufacturer's Installation Instructions: Submit for Fire and Combination Smoke and Fire Dampers.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of access doors and test holes.
B. Operation and Maintenance Data: Submit for Combination Smoke and Fire Dampers.

1.5 QUALITY ASSURANCE

A. Dampers tested, rated and labeled in accordance with the latest UL requirements.
B. Damper pressure drop ratings based on tests and procedures performed in accordance with AMCA 500.
C. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect dampers from damage to operating linkages and blades.
B. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly indicating manufacturer and material.
C. Storage: Store materials in a dry area indoor, protected from damage.
D. Handling: Handle and lift dampers in accordance with manufacturer's instructions. Protect materials and finishes during handling and installation to prevent damage.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 COORDINATION

A. Coordinate Work where appropriate with building control Work.

1.10 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

PART 2 - PRODUCTS

2.1 BACK-DRAFT DAMPERS

A. Product Description: Multi-Blade, back-draft dampers: Parallel-action, gravity-balanced, Galvanized 16 gauge thick steel, or extruded aluminum. Blades, maximum 6-inch width, center pivoted, with felt or flexible vinyl sealed edges. Blades linked together in rattle-free manner with 90-degree stop, steel ball bearings, and plated steel pivot pin. Furnish dampers with adjustment device to permit setting for varying differential static pressure.

2.2 DUCT ACCESS DOORS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
B. Fabrication: Rigid and close fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ductwork, furnish minimum 1-inch thick insulation with sheet metal cover.
   1. Less than 12 inches square, secure with sash locks.
   2. Up to 18 inches Square: Furnish two hinges and two sash locks.
   3. Up to 24 x 48 inches: Three hinges and two compression latches.
   4. Larger Sizes: Furnish additional hinge.
   5. Access panels with sheet metal screw fasteners are not acceptable.

2.3 VOLUME CONTROL DAMPERS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated on Drawings.
B. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8- by 72-inch. Assemble center and edge crimped blades in prime coated or galvanized frame channel with suitable hardware.
C. End Bearings: Except in round ductwork 12 inches and smaller, furnish end bearings. On multiple blade dampers, furnish oil-impregnated nylon or sintered bronze bearings. Furnish closed end bearings on ducts having pressure classification over 2 inches wg.
D. Quadrants:
   1. Furnish locking, indicating quadrant regulators on single and multi-blade dampers.
   2. On insulated ducts mount quadrant regulators on standoff mounting brackets, bases, or adapters.
   3. Where rod lengths exceed 30 inches furnish regulator at both ends.

2.4 FLEXIBLE DUCT CONNECTIONS

A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.
B. Connector: Fabric crimped into metal edging strip.
   1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric conforming to NFPA 90A, minimum density 30 ounces per square yard.
   2. Net Fabric Width: Approximately 6 inches wide.
   3. Metal: 3-inch wide, 24 gauge galvanized steel.

2.5 DUCT TEST HOLES

A. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Furnish extended neck fittings to clear insulation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify rated walls are ready for fire damper installation.
B. Verify ducts and equipment installation are ready for accessories.
C. Check location of air outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.2 INSTALLATION.

A. Install in accordance with NFPA 90A, and follow SMACNA HVAC Duct Construction Standards - Metal and Flexible. Refer to Section 23 31 00 "HVAC Ducts and Casings" for duct construction and pressure class.
B. Install Work in accordance with State and local standards.
C. Install back-draft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated on Drawings.
D. Access Doors: Install access doors at the following locations and as indicated on Drawings:
   1. Before and after each duct mounted filter.
   2. Before and after each duct mounted coil.
   3. Before and after each duct mounted fan.
   4. Before and after each automatic control damper.
   5. Before and after each fire damper, smoke dampe,r or combination fire and smoke damper.
   6. Downstream of each VAV box.
   7. Install at locations for cleaning kitchen exhaust ductwork in accordance with NFPA 96.
E. Access Door Sizes: Install minimum 8- by 8-inch size for hand access, 18- by 18-inch size for shoulder access, and as indicated on Drawings. Review locations prior to fabrication.
   1. Mark access doors for fire and smoke dampers on outside surface, with minimum 1/2-inch high letters reading: FIRE/SMOKE DAMPER, SMOKE DAMPER, OR FIRE DAMPER.
F. Install temporary duct test holes and required for testing and balancing purposes. Cut or drill in ducts. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
G. Install permanent duct test holes and required for testing and balancing purposes.

H. Install fire dampers, combination fire and smoke dampers,and smoke dampers at locations as indicated on Drawings. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
   1. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92A.
   2. Install dampers square and free from racking with blades running horizontally.

3. Do not compress or stretch damper frame into duct or opening.
4. Handle damper using sleeve or frame. Do not lift damper using blades, actuator, or jack shaft.
5. Install bracing for multiple section assemblies to support assembly weight and to hold against system pressure. Install bracing as needed.

3.3 DEMONSTRATION

A. Demonstrate re-setting of fire dampers to Owner's representative.

END OF SECTION

SECTION 23 34 00 - HVAC FANS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Sidewalk propeller fans.
   2. Centrifugal square inline fans.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Bearing Manufacturers Association:
   1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
   2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.
B. Air Movement and Control Association International, Inc.:
   1. AMCA 99 - Standards Handbook.
   2. AMCA 204 - Balance Quality and Vibration Levels for Fans.
   3. AMCA 210 - Laboratory Methods of Testing Fans for Aerodynamic Performance Rating.
   4. AMCA 300 - Reverberant Room Method for Sound Testing of Fans.
   5. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data.
C. American Refrigeration Institute:
   1. ARI 1060 - Air-to-Air Energy Recovery Ventilation Equipment Certification Equipment Program.
D. National Electrical Manufacturers Association:
   1. NEMA MG 1 - Motors and Generators.
   2. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).
E. Underwriters Laboratories Inc.:
   1. UL 705 - Power Ventilators.

1.3 SUBMITTALS

A. Section 23 05 00 " General Mechanical Requirements."
B. Product Data: Submit data on each type of fan and include accessories, fan curves with specified operating point plotted, power, RPM, sound power levels for both fan inlet and outlet at rated capacity, electrical characteristics and connection requirements.
C. Manufacturer's Installation Instructions: Submit fan manufacturer instructions.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit instructions for lubrication, motor and drive replacement, spare parts list, and wiring diagrams.

1.5 QUALITY ASSURANCE

A. Performance Ratings: Conform to AMCA 210 and bear AMCA Certified Rating Seal.
B. Sound Ratings: AMCA 301, tested to AMCA 300 ,and bear AMCA Certified Sound Rating Seal.
C. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.
D. Balance Quality: Conform to AMCA 204.
E. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect motors, shafts, and bearings from weather and construction dust.

1.8 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.9 WARRANTY

A. Section 23 05 00 "General Mechanical Requirements" for product warranties.

1.10 EXTRA MATERIALS

A. Furnish two sets of belts for each fan.

PART 2 - PRODUCTS

2.1 SIDEWALL PROPELLER FANS

A. Manufacturers:
1. Greenheck Corporation..
2. Loren Cook Company.
3. Substitutions: Section 23 05 00 "General Mechanical Requirements."
B. General Description:
1. Fan arrangement shall be exhaust.
2. Sidewall mounted applications.
3. Each fan shall bear a permanently affixed manufacturer's engraved metal nameplate containing the model number and individual serial number.

C. Wheel:
   1. Propeller constructed of cast aluminum tapered airfoil blades and cast aluminum hubs.
   2. Securely attached to motor shaft with a standard square key, set screw, and tapered bushing.
   3. Statically and dynamically balanced in accordance with AMCA Standard 204-05.
   4. The propeller and fan inlet will be meatched and shall have precise running tolerances for maximum performance and operating efficiency.

D. Motors:
   1. Electronically Commutated Motor:
      a. Motor Enclosure: Open drip proof.
      b. Motor to be a DC electronic commutation type motor (ECM) specially designed for fan application.
      c. Motors are permanently lubricated, heavy duty ball bearing type to match with the fanload and pre-wired to the specific voltage and phase.
      d. Internal motor circuitry to convert AC power supplied to the fan to DC power to operate the motor.
      e. Motor shall be speed controllable down to 20 percent of full speed (80 percent turndown). Speed shall be controlled by either apotentiometer dial mounted at the motor or by a 0-10 VDC signal.
      f. Motor shall be a minimum of 85 percent efficient at all speeds.

E. Drive Frame:
   1. Frames and panels shall be bolted construction.
   2. Drive fram assemblies and fan panels shall be galvanized steel or inted steel.
   3. Drive frame shall have formed channels and fan panels shall have pre-punched mounting holes, formed flanges, and a deep formed one-piece inlet venturi.

F. Options/Accessories:
   1. Damprs:
      a. Type: WD-320, Gravity.
      b. Prevents outside air from entering back into the building when fan is off.
      c. Balanced for minimal resistance to flow.
      d. Galvanized frames with pre-puched mounting holes.
   2. Discharge Diffusers:
      a. Constructed of heavy gauge galvanized steel frame and blades.
      b. Shall have pre-punch moutning flanges.
      c. Designed to mount to the interior end of the wall housing when used in supply configuration.
   3. Wall Housing:
      a. Fan panel will be mounted vertically drecting the air horizontally out of the building. Wall housing will be mounted in a manner that will not have any housing protruding outside the building. Motor and drives will be accessible from the interior of the building.
      b. Construct3ed of galvanized steel with heavy gauge mounting flanges and pre-punches mounting holds.
      c. Housing shall include OSHA approved motor guard.
      d. Reduces installation time and provides maximum installation flexibility.

4. Weather Hood:
    a. Shall shield wall opening and dampers from rain and snow.
    b. Material Type: Galvanized.
    c. Turndown Angle: 45 degrees.
    d. 1/2- by 1/2-inch weld wire birdscreen.

2.2 CENTRIFUGAL SQUARE INLINE FANS

A. Manufacturers:
    1. Greenheck Fan Corporation.
    2. Loren Cook Company.
    3. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements."
B. General Description:
    1. Base fan performance at standard conditions (density 0.075 pounds per cubed feet).
    2. Normal operating temperature up to 130 degrees F.
    3. Applications include intake, exhaust, return, or makeup air systems.
    4. Each fan shall bear a permanently affixed manufacturer's engraved mmetal nameplate containing the model number and individual serial number.
C. Fan Wheel:
    1. Backward inclined centrifugal type.
    2. Aluminum construction.
    3. Statically and dynamically balanced in accordance to AMCA Standard 204-05.
    4. The wheel cone and fan inlet will be matched and shall have precise running tolerances for maximum performance and operating efficiency.
    5. Single thickness blades are securely riveted or welded to a heavy gauge back plate and wheel cone.
D. Electronically Commutated Motor:
    1. Motor Enclosure: Open drip proof..
    2. Motor to be a DC Electronic Commutation Type Motor (ECM) specifically designed for fan applications. AC induction type motors are not acceptable. Examples of unacceptable motors are Shaded Pole, Permanent Split Capacitor (PSC), Split Phase, Capacitor Start, and 3-phase induction type motors.
    3. Motors are permanently lubricated, heavy duty ball bearing type to match with fan load and pre-wired to the specific voltage and phase.
    4. Internal motor circuitry to convert AC power supplied to the fan to DC power to operate the motor.
    5. Motor shall be speed controllable down to 20 percent of full speed (80 percent turndown). Speed shall be controlled by either a potentiometer dial mounted at the motor or by a 1-10 VDC signal.
    6. Motor shall be a minimum of 85 percent efficient at all speeds.
E. Housing/Cabinet Construction:
    1. Square design constructed of heavy gauge galvanized steel and shall include square duct mounting collars.
    2. Housing and bearing supports shall be constructed of heavy gauge bolted and welded steel construction to prevent vibration and to rigidly support the shaft and bearing assembly.
    3. Galvanized construction material
F. Housing Supports and Drive Frame:
    1. Housing supports are constructed of structural steel with formed flanges.
    2. Drive frame is welded steel which supports the motor.

G. Disconnect Switches:
   1. NEMA Rated: NEMA 1: Indoor application no water. Factory standard.
   2. Positive electrical shut-off.
   3. Wired from fan motor to junction box.

H. Duct Collars:
   1. Square design to provide a large discharge area.
   2. Inlet and discharge collars provide easy duct conection.

I. Access Panel: Two-sided access panels, permit easy access to all internal components.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify roof curbs are installed and dimensions are as instructed by manufacturer.

3.2 INSTALLATION

A. Secure roof fans with cadmium plated steel lag screws to roof curb.
B. Install backdraft dampers on inlet to roof exhaust fans.
C. Install safety screen where inlet or outlet is exposed.
D. Provide sheaves required for final air balance.

3.3 DEMONSTRATION

A. Demonstrate fan operation and maintenance procedures.

3.4 PROTECTION OF FINISHED WORK

A. Do not operate fans for until ductwork is clean, filters in place, bearings lubricated, and fan has been test run under observation.

END OF SECTION

SECTION 23 37 00 - AIR OUTLETS AND INLETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Diffusers.
   2. Registers
   3. Grilles.
   4. Louvers.
B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Air Movement and Control Association International, Inc.:
   1. AMCA 500 - Test Methods for Louvers, Dampers, and Shutters.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 70 - Method of Testing for Rating the Performance of Air Outlets and Inlets.
C. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - HVAC Duct Construction Standard - Metal and Flexible.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 "General Mechanical Requirements" for Submittal Procedures.
B. Product Data: Submit sizes, finish, and type of mounting. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
C. Test Reports: Rating of air outlet and inlet performance.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.
B. Project Record Documents: Record actual locations of air outlets and inlets.

1.5 QUALITY ASSURANCE

A. Test and rate diffuser, register, and grille performance in accordance with ASHRAE 70.
B. Test and rate louver performance in accordance with AMCA 500.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum 3 years' documented experience.

1.7 WARRANTY

A. Section 01 70 00 "Execution and Closeout Requirements" for product warranties and product bonds.

PART 2 - PRODUCTS

2.1 DIFFUSERS, GRILLES, AND REGISTERS

A. Manufacturers:
1. Nailor.
2. Titus.
3. Price.
4. Substitutions: Section 23 05 00 "General Mechanical Requirements."

2.2 LOUVERS

A. Manufacturers:
1. Cesco Products.
2. Greenheck Fan Corporation.
3. Pottorff.
4. Ruskin Company.
5. Substitutions: Section 23 05 00 "General Mechanical Requirements."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify inlet and outlet locations.
B. Verify ceiling or wall systems are ready for installation.

3.2 INSTALLATION

A. Install diffusers to ductwork with airtight connection.
B. Install balancing dampers on duct take-off to diffusers, grilles, and registers, whether or not dampers are furnished as part of diffuser, grille, and register assembly.
C. Paint visible portion of ductwork behind air outlets and inlets matte black.
D. Do not locate air registers, diffusers or grilles in floors of toilet or bathing rooms.

3.3 INTERFACE WITH OTHER PRODUCTS

A. Check location of outlets and inlets and make necessary adjustments in position to conform to architectural features, symmetry, and lighting arrangement.

3.4 SCHEDULES

A. Refer to Drawings for all schedules.

END OF SECTION

SECTION 23 81 26.20 - SPLIT-SYSTEM HEAT PUMPS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Air handling unit.
   2. Condensing unit.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 23 05 00 "General Maintenance Requirements."
   3. Division 26 Electrical.

1.2 REFERENCES

A. Air-Conditioning and Refrigeration Institute:
   1. ARI 210/240 - Unitary Air-Conditioning and Air-Source Heat Pump Equipment.
   2. ARI 270 - Sound Rating of Outdoor Unitary Equipment.
   3. ARI 340/360 - Commercial and Industrial Unitary Air-Conditioning and Heat Pump Equipment.
B. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 52.1 - Gravimetric and Dust-Spot Procedures for Testing Air-Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
C. National Fire Protection Association:
   1. NFPA 90A - Standard for the Installation of Air Conditioning and Ventilating Systems.

1.3 SUBMITTALS

A. Refer to Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittals.
B. Product Data: Submit data indicating:
   1. Cooling and heating capacities.
   2. Dimensions.
   3. Weights.
   4. Rough-in connections and connection requirements.
   5. Duct connections.
   6. Electrical requirements with electrical characteristics and connection requirements.
   7. Controls.
   8. Accessories.
C. Manufacturer's Installation Instructions: Submit assembly, support details, connection requirements, and include start-up instructions.
D. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Project Record Documents: Record actual locations of controls installed remotely from units.
B. Operation and Maintenance Data: Submit manufacturer's descriptive literature, operating instructions, installation instructions, and maintenance and repair data.

1.5 QUALITY ASSURANCE

A. Cooling Capacity: Rate in accordance with ARI 210/240.
B. Sound Rating: Measure in accordance with ARI 270.
C. Insulation and adhesives: Meet requirements of NFPA 90A.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept units and components on site in factory protective containers, with factory shipping skids and lifting lugs. Inspect for damage.
B. Protect units from weather and construction traffic by storing in dry, roofed location.

1.8 WARRANTY

A. Furnish 5 year manufacturer's warranty for compressors.

PART 2 - PRODUCTS

2.1 MINI SPLIT SYSTEM AIR CONDITIONING UNITS

A. Manufacturers:
   1. Carrier Corp.
   2. Daikin.
   3. Mitsubishi Electric.
   4. L.G.
   5. Samsung.
   6. Substitutions: Refer to Section 23 05 00 “General Mechanical Requirements.”
B. Wall-Mounted Indoor Unit:
   1. Indoor unit shall be factory assembled, wired, and run tested. Contained within the unit shall be all factory wiring, piping, control circuit board and fan motor. The unit shall have a self-diagnostic function, 3-minute time delay mechanism, an auto restart function, an emergency operation function, and a test run switch. Indoor unit and refrigerant pipes will be charged with dry air instead of refrigerant, before shipment from factory.

2. Unit Cabinet:
   a. Casing shall have a white finish.
   b. Multi-directional drain and refrigerant piping offering four directions for refrigerant piping and two directions for draining shall be standard.
   c. There shall be a separate back plate which secures the unit firmly to the wall.
3. Fan:
   a. Evaporator fan shall be an assembly with a line-flow fan directly driven by a single motor.
   b. Fan shall be statically and dynamically balanced and run on a motor with permanently lubricated bearings.
   c. A manual adjustable guide vane shall be provided with ability to change the airflow from side to side (left to right).
   d. A motorized air sweep flow louver shall provide an automatic change in airflow by directing the air up and down to provide for uniform air distribution.
   e. Indoor fan shall consist of three speeds: high, medium, and low.
4. Filter: Return air shall be filtered by means of an easily removable washable filter.
5. Coil:
   a. Evaporator coil shall be of nonferrous construction with smooth plate fins on copper tubing.
   b. Tubing shall have inner grooves for high efficiency heat exchange.
   c. All tube joints shall be brazed with phos copper or silver alloy.
   d. Coils shall be pressure tested at the factory.
   e. A condensate pan and drain shall be provided under the coil.
6. Electrical:
   a. Unit shall be powered from the outdoor unit.
   b. Indoor unit shall not have any supplemental electrical heat elements.
7. Control: Provide 7-day electronic programmable WIFI thermostat.
   a. This unit shall have a wireless controller to perform input functions necessary to operate the system.
   b. Controller shall consist of a power on/off switch, model selector, temperature setting, time control, fan speed select, and auto vane selector.
   c. Temperature changes shall be by 2 degrees F increments with a range of 59 to 89 degrees F.
   d. Microprocessor located in the indoor unit shall have the capability of sensing return air temperature and indoor coil temperature, receiving and processing commands from the wireless controller, providing emergency operation, and controlling the outdoor unit.
   e. System shall be capable of automatic restart when power is restored after power interruption.
   f. Control system shall control the continued operation of the air sweep louvers, as well as provide on/off and system/mode function switching.

C. Outdoor Unit:
1. Outdoor unit is designed specifically for use with the indoor units. The unit must have a powder coating finish. Outdoor unit shall be completely factory assembled, piped, and wired. Each unit must be run tested at the factory.
2. Unit Cabinet: casing shall be fabricated of galvanized steel, bonderized, and finished with a powder coating baked enamel. Provide with manufacturer's hail guard.
3. Fan:
   a. Unit shall be furnished with a direct drive propeller-type fan.
   b. Motor shall have inherent protection by permanently lubricated bearings.

c. Fan motor shall be mounted for quiet operation.
d. Fan shall be provided with a raised guard to prevent contact with moving parts.
e. Outdoor unit shall have a horizontal discharge airflow.

4. Coil:
   a. Condenser coil shall be nonferrous construction with lanced or corrugated plate fins on copper tubing.
   b. Coil shall be protected with an integral metal guard.
   c. Refrigerant flow from the condenser shall be controlled by means of a metering orifice.
   d. Provide with either a factory installed or field installed hail screen.
5. Compressor:
   a. Compressor shall be a high-performance rotary.
   b. Outdoor unit shall have an accumulator.
   c. Compressor will be equipped with an in internal thermal overload.
   d. Outdoor unit must have the ability to operate with a maximum height difference of 25 feet and have refrigerant tubing length of 49 feet between indoor and outdoor units with the need for line size changes, traps, or additional oil.
   e. Compressor shall be mounted to avoid the transmission of vibration.
6. Electrical:
   a. Unit electrical power shall be as scheduled.
   b. Outdoor unit shall be controlled by the microprocessor located in the indoor unit.

2.2 ELECTRICAL CHARACTERISTICS AND COMPONENTS

A. Electrical Characteristics: In accordance with Division 26 Electrical.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify piping rough-in is at correct location.
B. Verify electrical rough-in is at correct location.

3.2 INSTALLATION

A. Install refrigerant piping from unit to remote condensing unit. Install refrigerant specialties furnished with unit.
B. Pipe condensate from drain pan to condensate drainage system. Refer to Drawings.
C. Install accessories furnished loose for field mounting.
D. Install electrical devices furnished loose for field mounting.
E. Install control wiring between unit control panel and field mounted control devices.

3.3 CLEANING

A. After construction is completed, clean exposed surfaces of units.
B. Vacuum clean coils and inside of unit cabinet.
C. Touch-up marred or scratched surfaces of factory finished cabinets using finish materials furnished by manufacturer.

3.4 DEMONSTRATION

A. Demonstrate unit operation and maintenance.
B. Furnish services of manufacturer's technical representative for 2 hours to instruct Owner's personnel in operation and maintenance of units. Schedule training with Owner, provide at least 7 days notice of training date.

3.5 PROTECTION OF FINISHED WORK

A. Protect finished surfaces of cabinets with protective covers during remainder of construction.

END OF SECTION

SECTION 23 82 39 - UNIT HEATERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes suspended heaters with electric-resistance heating coils.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. American Society of Heating, Refrigerating and Air-Conditioning Engineers:
   1. ASHRAE 90.1 – Energy Standard for Buildings Except Low-Rise Residential Buildings.
   2. ASHRAE 33: Method of Testing Forced Circulation Air Cooling and Heating Coils.
B. National Fire Protection Association:
   1. NFPA 70: National Electrical Code.
   2. NFPA 90A: Standard for the Installation of Air Conditioning and Ventilating Systems.
   3. NFPA 90B: Standard for the Installation of Warm Air Heating and Air Conditioning Systems.
C. UL LLC:
   1. UL 823: Standard for Electric Heaters for Use in Hazardous (Classified) Locations.
   2. UL 1995: Heating and Cooling Equipment.
   3. UL 2021: Fixed and Location-Dedicated Electric Room Heaters.

1.3 SUBMITTALS

A. Division 01 and Section 23 05 00 “General Mechanical Requirements” for submittals.
B. Product Data: Submit manufacturer’s literature and data indicating rated capacities, weights, accessories, electrical nameplate data, and wiring diagrams.
C. Manufacturer’s Installation Instructions: Submit/indicate rigging and assembly.
D. Manufacturer’s Certificate: Certify products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Submit manufacturer’s descriptive literature, operating instructions, maintenance and repair data, and parts listing.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with State and local standards.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' experience.
B. Installer: Company specializing in performing Work of this Section with minimum 3 years' experience.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Accept heaters and controls on site in factory packaging. Inspect for damage.

1.8 FIELD MEASURMENTS

A. Verify field measurements prior to fabrication.

PART 2 - PRODUCTS

2.1 ELECTRIC RESISTANCE CEILING HEATERS

A. Manufacturers:
   1. Reznor.
   2. Markel.
   3. Substitutions: Refer to Section 23 05 00 "General Mechanical Requirements" for substitutions.
B. Self-contained, packaged, factory assembled, prewired unit consisting of cabinet, supply fan, heater exchanger, controls and accessories:
   1. Discharge Louvers: Flat ribbon wire, stamped-steel, or extruded aluminum grille.
   2. Control Voltage: 24 Volt, 60 Hertz.
   3. Location: Suspended mount.
   4. Heat ON indicator light.
C. Cabinet: Galvanized steel, corrosion resistant baked enamel finish, easily removed and secured access panels, insulated or double panel construction, constructed to fit into a ceiling.
D. Supply Fan: Propeller type with direct drive.
E. Heat Exchanger: Nickel-chromium-wire heating element enclosed in metallic sheath mechanically bonded into fins, or stainless steel tubular elements with aluminum fins, with automatic, integrated high-temperature cutout and overheat reset sensor. Element supports shall eliminate thermal expansion noise.
F. Controls:
   1. Thermostat integral to heater.
G. Motor Type: Permanently lubricated, totally enclosed, thermally protected, continuous duty.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION

A. Install units in accordance with NFPA 90B and NFPA 70.
B. Provide hangers and supports for suspended units. Refer Section 23 05 29 “Hangers and Supports for HVAC Piping and Equipment.”
C. Provide operating controls.
D. Provide connection to electrical power systems. Refer to Division 26.

END OF SECTION

SECTION 26 05 00 - BASIC ELECTRICAL METHODS

PART 1 - GENERAL

1.1 SUMMARY

A. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REQUIREMENTS OF REGULATORY AGENCIES AND STANDARDS

A. Regulatory Agencies: Installation, materials, equipment and Workmanship shall conform to the applicable provisions of the following:
B. National Electrical Code (NEC).
C. National Electrical Safety Code (NESC).
D. Terms and conditions of the electrical utility and other authorities having lawful jurisdiction pertaining to the Work required.
E. All temperature control wiring and associated conduit and boxes, shall be provided under other Sections of the Specifications. All power and control wiring, not identified under Divisions 22 and 23, shall be provided under Division 26.
F. The Work covered by Division 26 of the Specifications includes the furnishing of all materials, labor, transportation, tools, permits, and fees for the complete installation of all electrical Work required in the Contract Drawings.
G. In the event that additional or special construction is required, Contractor is responsible for providing all material and equipment which are usually furnished with such construction in order to complete the installation, whether indicated or not.
H. Contractor shall familiarize himself with the existing conditions of the Site and advise Architect/Engineer of any discrepancy or conflict prior to bidding.
I. Contractor shall be responsible for all permits, fees, and licenses required for the Project. All cost of such permits or fees shall be included in the bid.
J. All equipment and material shall be installed in accordance with applicable manufacturer's recommendations and standards.
K. Install sleeves, sealant pans, and roof penetrations as required for the installation of the electrical Work. All such Work is subject to the approval of Architect/Engineer.
L. Contractor shall be responsible for coordinating with the utility service provider to verify all locations, routing, equipment and labor that will be furnished as a part of this Contract.
M. Any fees or charges associated with delivering permanent power for the Project shall be included in Contractor's bid.

1.3 SUBMITTALS

A. The intent of this Section is to give general submittal information; refer to specific submittal information in the subsequent Mechanical Sections.

B. Within 10 days after award of the Contract, and before orders are placed, Contractor shall submit specific information on list of equipment and principal materials specified. Contractor shall indicate and/or provide names of manufacturers, catalog and model numbers, cut sheets, and such other supplementary information as necessary for evaluation. Minimum of six copies, or as directed by Architect/Engineer, of each shall be submitted and shall include all items mentioned by model number and/or manufacturer's name in the Specifications or in schedules on the Drawings.

C. Requirements for Each Submittal:
   1. Bear a dated stamp or specific written indication that Contractor has reviewed and approved all submittal prior to submission to Architect/Engineer.
   2. Have all information deleted by Contractor that pertains to the means and methods of construction or to fabrication, assembly, installation, or erection (approval by Architect/Engineer shall not extend to these areas unless specifically noted by Architect/Engineer).
   3. Be clearly and SPECIFICALLY marked as to which specific piece of equipment is being submitted, by use of a permanent marker, stamp, etc., so as to distinguish it from other pieces of equipment that may occur on the same page.
   4. Be clearly marked as to which available options are being submitted that are associated with a piece of equipment.
   5. Be complete with respect to quantities, dimensions, specific performance, materials, and similar data to enable Architect/Engineer to review the proposed equipment.

D. Omission by Contractor of any of the above requirements or submittals will subject submittal to automatic rejection without review.

E. Any submittals received by Architect/Engineer that were not requested shall be returned without review of any kind.

PART 2 - PRODUCTS

2.1 EQUIPMENT REQUIREMENTS

A. The electrical requirements for equipment specified or indicated on the Drawings are based on information available at the time of design. If equipment furnished for installation has electrical requirements other than indicated on the Electrical Drawings, Contractor shall make any required changes to wire and conduit size, controls, overcurrent protection, and installation as required to accommodate the equipment supplied, without additional charge to Owner. The complete responsibility and costs for such adjustments shall be assigned to the respective Section of this Specification under which the equipment is furnished.

2.2 MATERIALS

A. All similar materials and equipment shall be the product of the same manufacturer unless specified otherwise.

B. Materials and equipment shall be the standard products of manufacturers regularly engaged in the production of such material and shall be the manufacturer's current and standard design.

C. Altitude: Equipment affected by altitude shall perform satisfactorily for the function intended at the altitude of the Project Site.

D. Detectable Warning Tape: Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6-inch-wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inch deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

E. Backfill Material:
   1. Material 4 inches below and 12 inches above pipes and conduit shall be natural or manufactured sand complying to ASTM C33.
   2. Material more than 12 inches above pipes and conduits shall be sand indicated above or native fill free of rock or gravel larger than 3/8-inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

PART 3 - EXECUTION

3.1 GENERAL

A. Fabrication, erection, and installation of the complete electrical system shall be done in accordance with accepted good practice by qualified personnel experienced in such Work and shall proceed in an orderly manner so as not to impede the progress of the Project. Electrical Contractor shall check all areas and surfaces where electrical equipment material is to be installed, removed, or relocated and report any unsatisfactory conditions before starting Work. Commencement of Work signifies this Contractor's acceptance of existing conditions. In the acceptance or rejection of the finished installation, no allowance will be made for lack of skill on the part of Workers. Surfaces requiring coatings will be completed prior to installation of any electrical Work on these surfaces.

B. The Electrical Drawings are diagrammatic. The installation requirements shall be carefully coordinated with structural, architectural, and mechanical conditions and shall be adjusted to avoid conflict.

C. All Work shall be concealed in walls, ceilings, and chases unless specifically noted to be exposed or otherwise approved.

D. The locations of electrical equipment are approximate and are not intended to convey the exact details and mounting of location of outlets, equipment, and other items. Exact locations are to be field determined by actual measurements.

E. The location height and projection of fixtures illuminating signs or special features shall be approved by Architect/Engineer prior to installation.

F. Contractor shall coordinate the location of all exterior fixtures with architectural Drawings and Specifications.

G. Consult architectural Drawings to determine wall finishes and locations of wall-mounted equipment, countertop splashes, and similar items to avoid conflict with electrical equipment. At locations where surface or pendant mounted light fixtures are noted, provide for all necessary framing channels, pendants, chains, canopies, and other hardware as required for a complete and operable system.

H. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

I. Excavation for Pipe and Conduit:
   1. Excavate trenches to indicated gradients, lines, depths, and elevations.
   2. Excavate trenches to uniform widths to provide a Working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
   3. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
      a. For pipes and conduit less than 6 inches in nominal diameter and flat-bottomed, multiple-duct conduit units, hand excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
      b. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
      c. Excavate trenches 4 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
   4. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
   5. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D698:
      a. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 95 percent.
      b. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 92 percent.
      c. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent.
   6. Install detectable warning tape above conduits and pipe, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
   7. Protection:
      a. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
      b. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
         1) Scarify or remove and replace soil material to depth as directed by Architect/Engineer; reshape and recompact.
      c. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
         1) Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to the greatest extent possible.

8. Disposal of Surplus and Waste Materials:
    a. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property unless otherwise directed by Owner.
    b. Repair: Any damage to shrubs, grass or structures shall be repaired to previous condition by Contractor at no additional expense to Owner.

J. It shall be the responsibility of Division 26 Contractor to provide for all disconnecting and motor control devices for all equipment. Contractor shall coordinate to determine voltage, phase, and configurations. Any changes necessary to coordinate these items between Divisions 22, 23, and 26 shall be considered part of this Contract.

K. Division 26 Contractor shall be responsible for providing for all power requirements associated with the mechanical systems including power, control devices, smoke dampers, etc. Refer to Division 22 and 23 Drawings for locations and requirements. Connect all smoke dampers to the fire alarm control panel.

3.2 PERFORMANCE TESTS

A. Thoroughly test all control circuits, fixtures, services, and all circuits for proper operating condition and freedom from grounds and short circuits before acceptance is requested. All equipment, appliances, and devices shall be operated under load conditions.

B. After the interior wiring system installation is complete conduct operating tests for approval. When requested, test all the wire, cable, devices, and equipment after installation, to assure that all material continues to possess all the original characteristics as required by governing codes and standards listed in these Specifications.

C. After motor operation has been verified make voltage readings at all panelboards and starters. Based on these readings, make final adjustments of primary taps on all transformers in the building as directed, or coordinate with the utility proper building voltage.

D. Perform such other tests as required by other Sections of these Specifications or as requested to prove acceptability.

E. Furnish all instruments and labor for testing.

F. All material installed shall be listed, inspected, and approved by a nationally accepted testing laboratory such as UL and/or ETL. All material shall bear the UL or ETL label where available.

3.3 SUBMITTAL AND APPROVAL OF MATERIALS

A. All requirements for submittals shall comply with the applicable provisions included in the individual Specification Sections.

B. Unless identified as a sole source item, the listing of product manufacturers, catalog numbers, etc., on Drawings is intended to establish a standard of quality of the product. It is the responsibility of Contractor to review all items he intends to submit. If equipment other than that indicated on Drawings is proposed by Contractor, the information will be reviewed at the time of the submission of the submittal.

END OF SECTION

SECTION 26 05 13 - BUILDING WIRE AND CABLE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Building wire and cable.
   2. Wiring connectors and connections.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 40 00 "Quality Requirements" for requirements for references and standards.
   3. Section 26 05 53 "Electrical Identification."

1.2 REFERENCES

A. NECA Standard of Installation (National Electrical Contractors Association).
B. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
C. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Refer to Section 01 33 00 "Submittal Procedures" for procedures for Submittals.
B. Product Data: Provide for each cable assembly type.

1.4 SUBMITTALS FOR INFORMATION

A. Refer to Section 01 33 00 "Submittal Procedures" for procedures for Submittals.
B. Test Reports: Indicate procedures and values obtained.
C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.

1.5 SUBMITTALS AT PROJECT CLOSEOUT

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for procedures for submittals.
B. Project Record Documents: Record actual locations of components and circuits.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to NFPA 70.
B. Furnish products listed and classified by UL as suitable for the purpose specified and indicated.

1.8 FIELD SAMPLES

A. Provide under provisions of Section 01 40 00 "Quality Requirements."

1.9 PROJECT CONDITIONS

A. Refer to Section 01 30 00 "Administrative Requirements."
B. Verify that field measurements are as indicated.
C. Conductor sizes are based on copper.
D. Wire and cable routing indicated is approximate unless dimensioned.

1.10 COORDINATION

A. Coordinate Work under provisions of Section 01 30 00 "Administrative Requirements."
B. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

PART 2 - PRODUCTS

2.1 BUILDING WIRE

A. Manufacturers:
   1. American Cable.
   2. Houston Wire and Cable.
   3. Southwire.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Description: Single conductor insulated wire.
C. Conductor: Copper.
D. Insulation Voltage Rating: 600 volts.
E. Insulation: NFPA 70, Type indicated herein.
F. MC Cable: Shall not be utilized on this Project.

2.2 WIRING CONNECTORS

A. Split Bolt Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."

B. Solderless Pressure Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."
C. Spring Wire Connectors:
   1. Ideal.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
D. Compression Connectors:
   1. Buchanan.
   2. Burndy.
   3. Ilsco.
   4. Substitutions: Refer to Section 01 60 00 "Product Requirements."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting Work.
B. Verify that interior of building has been protected from weather.
C. Verify that mechanical Work likely to damage wire and cable has been completed.
D. Verify that raceway installation is complete and supported.

3.2 PREPARATION

A. Completely and thoroughly swab raceway before installing wire.

3.3 WIRING METHODS

A. Concealed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
B. Exposed Dry Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
C. Above Accessible Ceilings: Use only building wire, Type THHN/THWN insulation, in raceway.
D. Wet or Damp Interior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
E. Exterior Locations: Use only building wire, Type THHN/THWN insulation, in raceway.
F. Use wiring methods indicated.

3.4 INSTALLATION

A. Refer to Section 01 40 00 "Quality Requirements" for manufacturer's instructions.
B. Route wire and cable as required to meet Project Conditions.
C. Install cable in accordance with the NECA "Standard of Installation."
D. Use solid conductor for feeders and branch circuits 10 AWG and smaller.

E. Use stranded conductors for control circuits.
F. Use conductor not smaller than 12 AWG for power and lighting circuits with the exception of premanufactured fixture whips, listed for such use and not exceeding 6 feet in length.
G. Use conductor not smaller than 14 AWG for control circuits.
H. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 100 feet and as indicated on the Drawings.
I. Install all conductors in conduit.
J. Pull all conductors into raceway at same time.
K. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
L. Protect exposed cable from damage.
M. All cables shall be neatly supported.
N. Use suitable cable fittings and connectors.
O. Neatly train and lace wiring inside boxes, equipment, and panelboards.
P. Clean conductor surfaces before installing lugs and connectors.
Q. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
R. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
S. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
T. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
U. Identify and color code wire and cable under provisions of Section 26 05 53 "Electrical Identification." Identify each conductor with its circuit number or other designation indicated.
V. The number of conductors in each conduit run shall be limited to the requirements as indicated on the Drawings and indicated in Article 310 of the National Electrical Code.

3.5 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, and adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 19 - EQUIPMENT WIRING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes basic electrical connections to equipment specified under other Sections.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 00 "Basic Electrical Methods."

1.2 REFERENCES

A. NEMA WD 1 - General Purpose Wiring Devices.
B. NEMA WD 6 - Wiring Device Configurations.
C. ANSI/NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

1.5 COORDINATION

A. Coordinate Work under provisions of Section 01 30 00 "Submittal Procedures."
B. Obtain and review Shop Drawings, product data, and manufacturer's instructions for equipment furnished under other Sections.
C. Determine connection locations and requirements.
D. Sequence rough-in of electrical connections to coordinate with installation schedule for equipment.
E. Sequence electrical connections to coordinate with startup schedule for equipment.

PART 2 - PRODUCTS

2.1 CORDS AND CAPS

A. Attachment Plug Construction: Conform to NEMA WD 1.
B. Configuration: NEMA WD 6; match receptacle configuration at outlet provided for equipment.

C. Cord Construction: ANSI/NFPA 70, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
D. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
E. Division 26 Contractor shall be responsible for providing matching cord/receptacle for all equipment not furnished with such equipment.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify conditions under provisions of Section 01 30 00 "Submittal Procedures."
B. Verify that equipment is ready for electrical connection, wiring, and energization.

3.2 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.
B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
C. Make wiring connections using wire and cable with insulation suitable for temperatures encountered in heat producing equipment.
D. Provide receptacle outlet where connection with attachment plug is indicated. Provide cord and cap where field-supplied attachment plug is indicated.
E. Provide suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
F. Install disconnect switches, controllers, control stations, and control devices as indicated.
G. Modify equipment control wiring with terminal block jumpers as indicated.
H. Provide interconnecting conduit and wiring between devices and equipment where indicated.
I. Check and modify phase connections as required for proper motor rotation.
J. Provide power to equipment only after equipment supplier verifies acceptance to receive and approves.
K. Contractor shall coordinate with all equipment to verify exact power and control wiring as required to properly serve equipment.

END OF SECTION

SECTION 26 05 26 - GROUNDING AND BONDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Rod electrodes.
   2. Mechanical connectors.
   3. Exothermic connections.
   4. Wire.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 40 00 "Quality Requirements" for requirements for references and standards.

1.2 REFERENCES

A. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems (International Electrical Testing Association).
B. NFPA 70 - National Electrical Code.

1.3 GROUNDING SYSTEM DESCRIPTION

A. Metal underground water pipe.
B. Metal frame of the building.
C. Rod electrodes.

1.4 PERFORMANCE REQUIREMENTS

A. Grounding System Maximum Resistance: 10 ohms.

1.5 SUBMITTALS FOR REVIEW

A. Refer to Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide for grounding electrodes and connections.

1.6 SUBMITTALS FOR CLOSEOUT

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for procedures for Submittals.
B. Project Record Documents: Record actual locations of components and grounding electrodes.
C. Certificate of Compliance: Indicate approval of installation by authority having jurisdiction.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience, and with service facilities within 100 miles of Project.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Products: Listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 ROD ELECTRODES

A. Material: Copper.
B. Diameter: 3/4-inch.
C. Length: 10 feet.

2.2 MECHANICAL CONNECTORS

A. Description: In lieu of exothermic connections, high compression type as manufactured by Burndy using the 12 ton Hy-Ground series.

2.3 EXOTHERMIC CONNECTIONS

A. Manufacturers: Cadweld.

2.4 WIRE

A. Material: Stranded copper.
B. Grounding Electrode Conductor: Minimum size to meet NFPA 70 requirements or as indicated on the Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions prior to beginning Work.
B. Verify that final backfill and compaction has been completed before driving rod electrodes.

3.2 INSTALLATION

A. Refer to Section 01 40 00 "Quality Requirements" for manufacturer's instructions.
B. Install rod electrodes. Install additional rod electrodes as required to achieve a resistance to ground of 10 ohms or less. Rods shall be installed with a minimum separation of 6 feet.
C. Provide bonding to meet Regulatory Requirements.

D. Bond together metal siding not attached to grounded structure; bond to ground.
E. Equipment Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
F. Grounding Electrode System: The new grounding electrode system shall consist of the common bonding of building steel, underground steel water piping and supplemental ground rods, concrete re-enforcing bar, as detailed on the Drawings.
G. Provide proper bonding of the electrical system's grounded conductor (neutral) and the grounding electrode system sized in accordance with NEC Article 250. This bonding shall occur at all locations where there are separately derived systems.

3.3 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, and adjusting.
B. Inspect and test in accordance with NETA ATS, except Section 4.
C. Perform inspections and tests listed in NETA ATS, Section 7.13.

END OF SECTION

SECTION 26 05 29 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Supports for conduit and equipment.
   2. Anchors and fasteners.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NECA - National Electrical Contractors Association.
B. NFPA 70 - National Electrical Code.

1.3 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 SUPPORTS

A. Provide materials, sizes, and types of anchors, fasteners and supports to carry the loads of equipment and conduit. Consider weight of wire in conduit when selecting products.

2.2 ANCHORS AND FASTENERS

A. Concrete Structural Elements: Use expansion anchors, powder actuated anchors, and preset inserts.
B. Steel Structural Elements: Use beam clamps, spring steel clips, and steel ramset fasteners.
C. Concrete Surfaces: Use self-drilling anchors and expansion anchors.
D. Sheet Metal: Use sheet metal screws.
E. Wood Elements: Use wood screws.
F. Roof Support/Jacks: Advanced supports products # SS1000A or approved equal.

2.3 MATERIALS AND FINISHES

A. Provide adequate corrosion resistance.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install products in accordance with manufacturer's instructions.
B. Provide anchors, fasteners, and supports in accordance with NECA "Standard of Installation."
C. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
D. Obtain permission from Architect/Engineer before drilling or cutting structural members.
E. Fabricate supports from structural steel as indicated on drawings. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use lock washers under all nuts.
F. Install surface-mounted cabinets and panelboards with minimum of four anchors.
G. In wet and damp locations, use steel channel supports to stand cabinets and panelboards 1 inch off wall.
H. Install conduit supports a maximum spacing specified in the NEC.

END OF SECTION

SECTION 26 05 33 - CONDUIT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Metal conduit.
   2. Flexible metal conduit.
   3. Liquidtight flexible metal conduit.
   4. Electrical metallic tubing.
   5. Fittings and conduit bodies.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33.16 "Boxes."
   3. Section 26 05 53 "Electrical Identification."

1.2 REFERENCES

A. ANSI C80.1 - Rigid Steel Conduit, Zinc Coated.
B. ANSI C80.3 - Electrical Metallic Tubing, Zinc Coated.
C. ANSI/NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies.
D. NECA "Standard of Installation."
E. NEMA TC 3 - PVC Fittings for Use with Rigid PVC Conduit and Tubing.
F. NFPA 70 - National Electrical Code.

1.3 DESIGN REQUIREMENTS

A. Conduit Size: NFPA 70.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide for metallic conduit, flexible metal conduit, liquidtight flexible metal conduit, nonmetallic conduit, fittings and conduit bodies.

1.5 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Section 01 70 00 "Execution and Closeout Requirements."
B. Accurately record actual routing of conduits.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle products to site under provisions of Section 01 60 00 "Product Requirements."
B. Accept conduit on site. Inspect for damage.
C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.
D. Protect PVC conduit from sunlight.

1.8 PROJECT CONDITIONS

A. Verify that field measurements are as shown on Drawings.
B. Verify routing and termination locations of conduit prior to rough-in.
C. Conduit routing is shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

PART 2 - PRODUCTS

2.1 CONDUIT REQUIREMENTS

A. Minimum Size: 3/4-inch for all branch circuits located above ceiling. Contractor may use 1/2-inch conduit down the wall to receptacles and light switches.
B. Wet and Damp Locations above grade: Use rigid steel or liquid tight flexible conduit.
C. Dry Locations: Use electrical metallic tubing for concealed and exposed locations.
D. Below Slab: Non-metallic PVC conduit is acceptable within limitations specified.
E. Below Grade: Use only PVC coated rigid galvanized steel, wrapped rigid steel, or non-metallic PVC conduit within limitations specified.
F. MC Cable: Shall not be utilized on this Project.

2.2 METAL CONDUIT

A. Manufacturers:
   1. Allied.
   2. Wheatland.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Rigid Steel Conduit: ANSI C80.1.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel fittings.

2.3 FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Allied Tube.
   2. Electri-Flex.
   3. Greenfield.
   4. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: Interlocked steel construction. Aluminum is not permitted.

C. Fittings: ANSI/NEMA FB 1 with fittings approved for steel flex.

D. Applications: Use for final connections to motorized equipment, connections to recessed lighting fixtures located in accessible ceilings, and connections to dry type transformers. Utilization of 3/8-inch in lieu of the minimum 1/2-inch is acceptable under the limitations of the National Electrical Code.

2.4 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:
   1. Electri-flex.
   2. Ultratite.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: Interlocked steel construction with PVC jacket.
C. Fittings: ANSI/NEMA FB 1.
D. Applications: Use for final connections to motorized equipment in exterior locations and areas subjected to moisture (kitchen).

2.5 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:
   1. Allied.
   2. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: ANSI C80.3; galvanized tubing.
C. Fittings and Conduit Bodies: ANSI/NEMA FB 1; all steel, compression or set screw.
D. Applications: Do not use below grade or in exterior locations. Use only in interior locations.

2.6 PVC COATED METAL CONDUIT

A. Manufacturers:
   1. Levy.
   2. Robroy Industries.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: NEMA RN-1, rigid steel conduit with external PVC coating, 20 mil thick.
C. General: Protective layer may be factory applied or galvanized rigid steel conduit may be applied with two layers of corrosion resistant tape.
D. Fittings and Conduit Bodies: ANSI/NEMA FB 1; steel fittings with external PVC coatings to match conduit.

2.7 NON-METALLIC PVC CONDUIT

A. Manufacturers:
   1. Allied.
   2. Carlon.
   3. Substitutions: Under provisions of Section 01 60 00 "Product Requirements."
B. Description: NEMA TC2; Schedule 40 PVC. Flame retardant type resistant to bending and cracking.
C. Fittings and conduit bodies: NEMA TC3.
D. Vertical risers and ells installed below grade shall be rigid steel with wrapping.
E. Do not use above grade.

F. Joints made with PVC fittings shall be applied with solvent compound after thorough cleaning.
G. Refer to Part 3. Do not use PVC conduit for conduits passing vertically through the slab.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install conduit in accordance with NECA "Standard of Installation."
B. Install nonmetallic conduit in accordance with manufacturer's instructions.
C. Arrange supports to prevent misalignment during wiring installation.
D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
E. Group related conduits; support using conduit rack. Construct rack using steel channel.
F. Fasten conduit supports to building structure and surfaces under provisions of Section 26 05 29 "Supporting Devices."
G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
H. Do not attach conduit to ceiling support wires.
I. Arrange conduit to maintain headroom and present neat appearance.
J. Route exposed conduit parallel and perpendicular to walls.
K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
L. Maintain adequate clearance between conduit and piping.
M. Maintain 12-inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
N. Cut conduit square using saw or pipecutter; de-burr cut ends.
O. Bring conduit to shoulder of fittings; fasten securely.
P. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
Q. Install no more than equivalent of three 90-degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2-inch size.
R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
S. Provide suitable fittings to accommodate expansion and deflection where conduit crosses control and expansion joints.
T. Provide suitable pull string in each empty conduit except sleeves and nipples.
U. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
V. Ground and bond conduit under provisions of Section 26 05 26 "Grounding and Bonding."
W. Identify conduit under provisions of Section 26 05 53 "Electrical Identification."
X. Ducts shall be cleaned with a flexible mandrel assembly.
Y. All conduits passing vertically through slabs or through earth on grade shall be PVC-coated, rigid steel. Rigid steel conduits shall be applied with protective coatings as indicated herein. All transitions from PVC to rigid steel shall occur below the slab.
Z. Underground branch circuit extensions to parking lot lighting fixtures and other branch circuits may be direct buried PVC conduit. Service entrance PVC conduit shall be concrete encased in accordance with the Drawings unless otherwise approved by Engineer.

AA. Minimum cover for underground conduits shall be 24 inches unless otherwise noted.

BB. All conduit shall be routed concealed as much as possible including conduit serving roof-mounted equipment. Roof penetrations for conduits shall adhere to the requirements and details as indicated on the Architectural Drawings.

3.2 INTERFACE WITH OTHER PRODUCTS

A. Install conduit to preserve fire resistance rating of partitions and other elements.
B. Route conduit through roof openings for piping and ductwork or through suitable roof jack with pitch pocket. Coordinate location with roofing installation.

END OF SECTION

SECTION 26 05 33.16 - BOXES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wall and ceiling outlet boxes.
   2. Pull and junction boxes.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 27 26 "Wiring Devices" for wall plates in finished areas.

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA FB 1 - Fittings and Supports for Conduit and Cable Assemblies.
C. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports.
D. NEMA 250 - Enclosures for Electrical Equipment (1,000 Volts Maximum).
E. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR CLOSEOUT

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for Submittals for Project closeout.
B. Record actual locations and mounting heights of outlet, pull, and junction boxes on Project record documents.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide Products listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL AND CEILING OUTLET BOXES

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
B. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2-inch male fixture studs where required.
C. Cast Boxes: NEMA FB 1, Type FD, cast feralloy. Provide gasketed cover by box manufacturer.
D. Wall Plates for Finished Areas: As specified in Section 26 27 26 "Wiring Devices."

2.2 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box.
C. Material: Galvanized cast iron.
D. Cover: Furnish with ground flange, neoprene gasket, and stainless-steel cover screws.
E. Fiberglass boxes are allowed in landscaping areas. Equipment shall be pedestrian rated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify locations of outlets in all locations areas prior to rough-in.

3.2 INSTALLATION

A. Install boxes in accordance with NECA "Standard of Installation."
B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections and compliance with regulatory requirements.
C. Set wall mounted boxes at elevations to accommodate mounting heights specified in Section for outlet device.
D. Electrical boxes are shown on Drawings in approximate locations unless dimensioned. Adjust box location up to 10 feet if required to accommodate intended purpose.
E. Orient boxes to accommodate wiring devices oriented as specified in Section 26 27 26 "Wiring Devices."
F. Maintain headroom and present neat mechanical appearance.
G. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
H. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
I. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 13 "Penetration Firestopping."
J. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes with Architectural Drawings and other trades.
K. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
L. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
M. Use flush mounting outlet box in finished areas.
N. Locate flush mounting box in masonry wall to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
O. Do not install flush mounting box back-to-back in walls; provide minimum 6-inch separation. Provide minimum 24-inch separation in acoustic rated walls.
P. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
Q. Use stamped steel bridges to fasten flush mounting outlet box between studs.
R. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
S. Use adjustable steel channel fasteners for hung ceiling outlet box.
T. Do not fasten boxes to ceiling support wires.

U. Support boxes independently of conduit.
V. Use gang box where more than one device is mounted together. Do not use sectional box.
W. Use gang box with plaster ring for single device outlets.

X. Use cast outlet box in exterior locations exposed to the weather and wet locations and at all locations serving kitchen equipment.
Y. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.
Z. Coordinate with other trades for box rough-in, such that control devices are grouped (i.e., thermostats, wall switches, volume controls, etc.).

3.3 INTERFACE WITH OTHER PRODUCTS

A. Coordinate installation of outlet box for equipment connected under Section 26 05 19 "Equipment Wiring Systems."

3.4 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for adjusting installed Work.
B. Adjust flush-mounting outlets to make front flush with finished wall material.
C. Install knockout closures in unused box openings.

3.5 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for cleaning installed Work.
B. Clean interior of boxes to remove dust, debris, and other material.
C. Clean exposed surfaces and restore finish.

3.6 REPAIR

A. Repair any areas or surfaces damaged during conduit installation.
B. Paint (resurface) to original condition.

END OF SECTION

SECTION 26 05 53 - ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Nameplates and labels.
   2. Wire, conduit, and box markers.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. ANSI/NFPA 70 - National Electrical Code.

PART 2 - PRODUCTS

2.1 NAMEPLATES AND LABELS

A. Nameplates and Labels: Engraved three-layer laminated plastic, white letters on black background.
B. Locations:
   1. Each electrical distribution and control equipment enclosure.
   2. Communication cabinets and computer cabinets.
   3. Field disconnects, start stop stations, control panels.
C. Letter Size:
   1. Use 1/4-inch letters for identifying individual equipment and loads.
   2. Use 1/4-inch letters for identifying grouped equipment and loads.
   3. Use 3/8-inch letters for identifying main disconnect equipment.
   4. Use 1/4-inch letters for identifying receptacle and light switches.

2.2 WIRE, CONDUIT, AND BOX MARKERS

A. Description: Brady B-321 Heat-Shrink Polyolefin markers. Typed label to identify each termination end point of the conductor. DC conductors shall identify polarity.
B. Locations: Each conductor at wireway, pull boxes, outlet and junction boxes, and each load connection. All conduit penetrations identifying the location of each end.
C. Legend:
   1. Power and Lighting Circuits: Branch circuit or feeder number indicated on Drawings.
D. Boxes:
   1. Label each junction box in accessible locations to indicate the type of system (i.e.; security; power circuit - 1, 3, 5; etc.).
   2. Provide label in each light switch and receptacle back box.

E. Panelboards:
1. Provide phenolic label with maximum available fault current at main switchboard. Utilize number as indicated in panel schedule.
2. Provide warning labels with arc-flash hazard warning for all electrical equipment as indicated in Article 110.16 of NEC.

PART 3 - EXECUTION

3.1 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.2 APPLICATION

A. Install nameplate and label parallel to equipment lines.
B. Secure nameplate to equipment front using screws or rivets.
C. Identify underground conduits using underground warning tape. Install one tape per trench at 12 inches below finished grade. Identify all conduit at exposed locations into all boxes, cabinets, etc. (see Specification Section 26 05 00 "Basic Electrical Methods").
D. Identify all conductors at every termination indicating endpoints of termination and tag identification as required.

120-208 Volts	Phase	277/480 Volts
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

E. Conductor phase and voltage identification shall be made by color-coded insulation for all conductors smaller than No. 6 AWG. For conductors No. 6 AWG and larger, identification shall be made by color-coded insulation, or conductors with black insulation may be furnished and identified by colored electrical tape. Conductor identification shall be provided within each enclosure where a tap, splice, or termination is made.

END OF SECTION

SECTION 26 18 39 - ENCLOSED MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Manual controllers.
   2. Automatic controllers.
   3. Disconnects.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NFPA 70 - National Electrical Code.
B. UL 1 98C - High-Interrupting Capacity Fuses; Current Limiting Type.
C. UL 1 98E - Class R Fuses.
D. NECA "Standard of Installation," published by National Electrical Contractors Association.
E. NEMA ICS 2 - Industrial Control Devices, Controllers, and Assemblies.
F. NEMA ICS 6 - Enclosures for Industrial Controls and Systems.
G. NEMA KS 1 - Enclosed Switches.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide catalog sheets showing voltage, controller size, ratings and size of switching and overcurrent protective devices, short circuit ratings, dimensions, and enclosure details.
C. Test Reports: Indicate field test and inspection procedures and test results.
D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.
B. Maintain one copy of each document on-site.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and indicated.

PART 2 - PRODUCTS

2.1 MANUAL CONTROLLERS

A. Manual Motor Controller: NEMA ICS 2, AC general-purpose Class A manually operated, full-voltage controller with overload element, NO auxiliary contact, and toggle operator.
B. Fractional Horsepower Manual Controller: NEMA ICS 2, AC general-purpose Class A manually operated, full-voltage controller for fractional horsepower induction motors, with thermal Overload unit, and toggle operator.
C. Enclosure: NEMA ICS 6; Type 1.

2.2 AUTOMATIC CONTROLLERS

A. Magnetic Motor Controllers: NEMA ICS 2, AC general-purpose Class A magnetic controller for induction motors rated in horsepower.
B. Coil Operating Voltage: 120 volts, 60 Hertz.
C. Overload Relay: NEMA ICS; electronic type; with phase loss and unbalance protection.
D. Enclosure: NEMA ICS 6, Type 1.

2.3 PRODUCT OPTIONS AND FEATURES

A. Auxiliary Contacts: NEMA ICS 2, 2 each field convertible contacts in addition to seal-in contact.
B. Cover Mounted Pilot Devices: NEMA ICS 2, heavy duty type.
C. Pushbuttons: Recessed type.
D. Indicating Lights: LED type.
E. Selector Switches: Rotary type.
F. Relays: NEMA ICS 2.
G. Control Power Transformers: 120 volt secondary. Provide fused primary and secondary, and bond unfused leg of secondary to enclosure.

2.4 DISCONNECTS

A. Combination Controllers: Combine motor controllers with fusible switch disconnect in common enclosure.
B. Fusible Switch Assemblies: NEMA KS 1, enclosed knife switch with externally operable handle. Fuse clips: Designed to accommodate Class R fuses.

2.5 FUSES

A. Description: Dual element, current limiting, time delay, one-time fuse, 250V volt, UL 198E, Class RK 5.
B. Interrupting Rating: 200,000 rms amperes.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install enclosed controllers where indicated, in accordance with manufacturer's instructions. Provide a motor controller for all equipment not furnished as integral with equipment. Coordinate actual motor loads with overload protection.
B. Install enclosed controllers plumb. Provide supports in accordance with Section 26 05 29 "Supporting Devices."
C. Height: 5 feet to operating handle.
D. Install fuses in fusible switches.
E. Select and install overload heater elements in motor controllers to match installed motor characteristics.
F. Provide engraved plastic nameplates under the provisions of Section 26 05 53 "Electrical Identification."
G. Provide neatly typed label inside each motor controller door identifying motor served, nameplate horsepower, full load amperes, code letter, service factor, and voltage/phase rating.

3.2 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of other Sections.
B. Inspect and test each enclosed controller to NEMA ICS 2.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Distribution and branch circuit panelboards.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 29 "Supporting Devices."
   3. Section 26 05 53 "Electrical Identification" for engraved nameplates.

1.2 REFERENCES

A. NECA (National Electrical Contractors Association) "Standard of Installation."
B. NEMA AB 1 - Molded Case Circuit Breakers.
C. NEMA ICS 2 - Industrial Control Devices, Controllers, and Assemblies.
D. NEMA KS 1 - Enclosed Switches.
E. NEMA PB 1 - Panelboards.
F. NEMA PB-2 - Switchboards.
G. NEMA PB 1.1 - Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less.
H. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS

A. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, integrated short circuit ampere rating, circuit breaker, fusible switch arrangement, and sizes.
B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
C. Switchboard and panelboard manufacturer shall provide short circuit and arc fault calculations per NEC requirements. Equipment shall be rated per calculations.

1.4 PROJECT RECORD DOCUMENTS

A. Submit under provisions of General Conditions. Record actual locations of products; indicate actual branch circuit arrangement.

1.5 OPERATION AND MAINTENANCE DATA

A. Submit under provisions of General Conditions. Maintenance Data: Include spare parts data listing; and recommended maintenance procedures and intervals.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

1.7 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 5 years' experience.

1.8 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70. Furnish products listed and classified by UL as suitable for purpose specified and indicated.

1.9 FIELD MEASUREMENTS

A. Verify that field measurements are as indicated.

1.10 MAINTENANCE MATERIALS

A. Provide maintenance materials under provisions of General Conditions. Provide two of each panelboard key if required.

PART 2 - PRODUCTS

2.1 PANELBOARDS

A. Manufacturers:
   1. Eaton.
   2. G.E.
   3. Siemens.
   4. Square-D.
B. Description: NEMA PB-1, circuit breaker type.
C. Panelboard Bus: Copper with ratings as indicated. Provide a copper ground bus in each panelboard.
D. Minimum integrated short circuit rating: Fully rated devices with minimum levels as indicated. Series rated systems will not be allowed. Minimum calculated values are labeled on each panelboard and are indicated as "AIC."
E. Molded Case Circuit Breakers: NEMA AB 1, bolt-on, circuit breakers with integral thermal and instantaneous magnetic trip in each pole. Provide circuit breakers UL listed as type HACR for air-conditioning equipment loads and type SWD for switching applications.
F. Enclosure: NEMA PB-1, Type 1.
G. Cabinet Front: Surface or recessed type as indicated on the Drawings, fastened with concealed trim clamps, hinged door with flush lock, metal directory frame, and finished in manufacturer’s standard gray enamel.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install panelboards in accordance with NEMA PB 1.1. Install panelboards plumb. Provide supports in accordance with drawings and Section 26 05 29 "Supporting Devices." Height: 6-foot maximum to top of panelboard. Provide filler plates for unused spaces in panelboards. Provide typed circuit directory for each branch circuit panelboard. Revise directory to reflect circuiting changes required to balance phase loads. Spare slots shall be labeled as such in erasable pencil on directory. Provide engraved plastic nameplates under the provisions of Section 26 05 53 "Electrical Identification."

B. Provide two empty 1-inch conduits from each recessed panelboard to an accessible location above and label as "spare."

C. Ground each panelboard in accordance with Section 26 05 26 "Grounding and Bonding."

D. Prove a 4-inch concrete housekeeping pad for switchboard.

3.2 FIELD QUALITY CONTROL

A. Field inspection and test for grounds on each circuit after installation is completed. Measure steady state load currents at each panelboard feeder; rearrange circuits in the panelboard to balance the phase loads to within 20 percent of each other. Maintain proper phasing for multi-wire branch circuits.

B. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

END OF SECTION

SECTION 26 27 26 - WIRING DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Wall switches.
   2. Receptacles.
   3. Wall plates.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 26 05 33.16 "Boxes."

1.2 REFERENCES

A. NECA - Standard of Installation.
B. NEMA WD 1 - General Requirements for Wiring Devices.
C. NEMA WD 6 - Wiring Device - Dimensional Requirements.
D. NFPA 70 - National Electrical Code.

1.3 SUBMITTALS FOR REVIEW

A. Refer to Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
C. Manufacturers with similar catalog numbers will not be considered as a basis for an equivalent product.

1.4 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.5 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Provide products listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 WALL SWITCHES

A. Manufacturers:
   1. Hubbell PRO 1221-W.
   2. Substitutions: Refer to Section 01 60 00 "Product Requirements."
B. Description: NEMA WD 1, 20 amp, Heavy-Duty, AC only general-use snap switch.

C. Body and Handle: Nylon white handle.
D. Utilize equivalent series of manufacturer's numbers above for three-way, four-way, and two-pole applications.
E. Refer to drawings for Lighting Control Sequence Matrix for additional lighting control devices and requirements. Lighting Controls shall be equal to Acuity Brands, nLight system. All devices shall be white.

2.2 RECEPTACLES

A. Manufacturers:
1. Hubbell PRO 5352-W.
2. Substitutions: Refer to Section 01 60 00 "Product Requirements." Equivalent.
B. Description: NEMA WD 1, Heavy-duty, general-use receptacle, with triple wipe contacts and grounding contacts integral with backstrap (no rivets).
C. Device Body: White plastic.
D. Configuration: NEMA WD 6, type as specified and indicated.
E. Convenience Receptacle: Type 5-20.
F. GFCI Receptacle: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements. Hubbell GF5352-W or equivalent.

2.3 WALL PLATES

A. Decorative Cover Plate: Stainless steel.
B. Weatherproof Cover Plate: Gasketed cast metal with gasketed device cover on exterior devices.
C. Surface Mounted Plates: Galvanized steel plates.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Refer to Section 01 30 00 "Administrative Requirements" for verification of existing conditions prior to beginning Work.
B. Verify that outlet boxes are installed at proper height.
C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
E. Verify installation location of all boxes to be installed in millwork with Architect/Engineer.

3.2 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.
B. Clean debris from outlet boxes.

3.3 INSTALLATION

A. Install in accordance with NECA "Standard of Installation."
B. Install devices plumb and level.
C. Install switches with OFF position down.
D. Do not share neutral conductor on load side of dimmers.

E. Install receptacles with grounding pole located on the bottom as required by Owner.
F. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.
G. Install decorative plates on switch, receptacle, and blank outlets in finished areas.
H. Connect wiring devices by wrapping conductor around screw terminal.
I. Use jumbo size plates for outlets installed in masonry walls.
J. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
K. Install blank cover plate to match other wall plates on all unused boxes.

3.4 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 "Boxes" to obtain mounting heights specified and indicated on Drawings.
B. Install all wall switches, thermostats, and fire alarm pull stations at 48 inches above finished floor.
C. Install convenience receptacle 18 inches above finished floor.
D. Install convenience receptacle 6 inches above backsplash of counter unless otherwise directed by Architect/Engineer.
E. Install telephone jack 18 inches above finished floor.
F. Install telephone for jack wall telephone to position top of telephone at 48 inches above finished floor.

3.5 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, adjusting, and balancing.
B. Inspect each wiring device for defects.
C. Operate each wall switch with circuit energized and verify proper operation.
D. Verify that each receptacle device is energized.
E. Test each receptacle device for proper polarity.
F. Test each GFCI receptacle device for proper operation.

3.6 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for adjusting installed work.
B. Adjust devices and wall plates to be flush and level.

3.7 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for cleaning installed Work.
B. Clean exposed surfaces to remove splatters and restore finish.

END OF SECTION

SECTION 26 28 16.16 - ENCLOSED SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fusible switches.
   2. Non-fusible switches.
   3. Fuses.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NEMA KS 1 - Enclosed Switches.
B. NFPA 70 - National Electrical Code.
C. UL 198C - High-Interrupting Capacity Fuses; Current Limiting Type.
D. UL 198E - Class R Fuses.
E. NEMA AB 1 - Molded Case Circuit Breakers.
F. NECA - Standard of Installation.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00 "Submittal Procedures."
B. Product Data: Provide switch ratings and enclosure dimensions.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NECA Standard of Installation.

1.5 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Furnish products listed and classified by UL as suitable for purpose specified and shown.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Eaton.
B. General Electric.
C. Siemens.
D. Square D.

2.2 ENCLOSED SWITCHES

A. Fusible or Non-fusible as indicated.
B. Switch Assemblies: NEMA KS 1, Type HD load interrupter enclosed knife switch with externally operable handle interlocked to prevent opening front cover with switch in ON position. Handle lockable in OFF position.
C. Fuse Clips: Designed to accommodate NEMA FU1, class R fuses.
D. Enclosures: NEMA KS 1.
E. Interior Dry Locations: Type 1.
F. Exterior Locations: Type 3R or 4.
G. NEMA ratings of enclosures as specified on Drawings take precedence over location Specification.
H. Current rating of switch to be equal to or greater than that of the circuit it is interrupting.

2.3 FUSES

A. Manufacturers:
   1. Bussman.
   2. Gould Shawmut.
   3. Littlefuse.
B. Dimensions and Performance: NEMA FU 1, Class as specified or indicated.
C. Voltage: Provide fuses with suitable voltage ratings for phase to phase voltages.
D. Service Entrance: Class L, Bussman Low-peak or equivalent.
E. General Purpose Loads: Class RK1, Bussman Low-peak or equivalent.
F. Motor Loads: Class RK5, Bussman Fusetron or equivalent.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install in accordance with NECA Standard of Installation.
B. Install fuses in all fusible disconnects.
C. Apply adhesive tag on the inside door of all disconnects indicating the NEMA class fuse and size installed.
D. Provide a disconnect switch for all equipment where indicated or required by the National Electrical Code. Coordinate with other disciplines to determine where disconnects are furnished with equipment.

END OF SECTION

SECTION 26 51 00 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Luminaires.
   2. Exit signs.
B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. NEMA WD 6 - Wiring Devices-Dimensional Requirements.
B. NFPA 70 - National Electrical Code.
C. NFPA 101 - Life Safety Code.

1.3 SUBMITTALS

A. Refer to Section 01 33 00 "Submittal Procedures" for Submittals.
B. Shop Drawings: Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
C. Product Data: Provide dimensions, ratings, and performance data.

1.4 SUBSTITUTIONS

A. Refer to Section 26 05 00 "Basic Electrical Methods" for requirements.

1.5 CLOSEOUT SUBMITTALS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for Submittals for Project closeout.
B. Operation and Maintenance Data: Submit manufacturer's operation and maintenance instructions for each product.

1.6 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 3 years' documented experience.

1.7 REGULATORY REQUIREMENTS

A. Conform to requirements of NFPA 70.
B. Conform to requirements of NFPA 101.
C. Products: Listed and classified by UL as suitable for the purpose specified and indicated.

PART 2 - PRODUCTS

2.1 LUMINAIRES

A. Furnish products as scheduled. Refer to Section 01 60 00 "Product Requirements" for substitutions and product options.

2.2 EXIT SIGNS

A. Furnish products as scheduled.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install suspended luminaires using pendants supported from swivel hangers. Provide pendant length required to suspend luminaire at indicated height.
B. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
C. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prevent movement.
D. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure.
E. Install recessed luminaires to permit removal from below.
F. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating in locations where fire rated ceilings are present.
G. Install clips to secure recessed grid-supported luminaires in place.
H. Install wall mounted luminaires, emergency lighting units and exit signs at height as indicated on the Drawings or as scheduled.
I. Install accessories furnished with each luminaire.
J. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
K. Bond products and metal accessories to branch circuit equipment grounding conductor.
L. Install specified lamps in each emergency lighting unit, exit sign, and luminaire.

3.2 FIELD QUALITY CONTROL

A. Refer to Section 01 40 00 "Quality Requirements" for field inspection, testing, and adjusting.
B. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

3.3 ADJUSTING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for adjusting installed work.
B. Aim and adjust luminaires as directed.
C. Position exit sign directional arrows as indicated.
D. Contractor shall readjust occupancy sensor (time and sensitivity) at or before the end of 1-year warranty period.

3.4 CLEANING

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for cleaning installed Work.
B. Clean electrical parts to remove conductive and deleterious materials.
C. Remove dirt and debris from enclosures.
D. Clean photometric control surfaces as recommended by manufacturer.
E. Clean finishes and touch up damage.

3.5 DEMONSTRATION AND INSTRUCTIONS

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for demonstrating installed Work.

3.6 PROTECTION OF FINISHED WORK

A. Refer to Section 01 70 00 "Execution and Closeout Requirements" for protecting installed Work.
B. Replace luminaires that have failed prior to Substantial Completion.

END OF SECTION

SECTION 27 13 43 - TELEPHONE COMMUNICATIONS CABLING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Fiber optic cable.
   2. Fiber optic patch panel.
   3. Optical fiber adapters.
   4. Optical fiber connectors.
   5. Jacks and patch panels.
   6. Equipment racks.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.

1.2 REFERENCES

A. Design, installation, and testing of all passive components shall be in compliance with the following referenced documents using latest edition, including any errata or additions:
   1. TIA J-STD-607 (2002a) - Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications.
   2. TIA-526-14 (2010b) - OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant.
   3. TIA-568-2 (2009c; Errata 2010) - Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted Pair Cable Components.
   4. TIA-568-C.1 (2009) - Commercial Building Telecommunications Cabling Standard.
   5. TIA-568-C.3 (2008; Corrections 2008) - Optical Fiber Cabling Components Standard.
   6. TIA-569 (2004b; Add 1 2009) - Commercial Building Standard for Telecommunications Pathways and Spaces.

1.3 SYSTEM DESCRIPTION AND DEFINITIONS

A. The communication system shall include Category 6 patch panels, Category 6 back bone cables, telephone and data outlets, equipment racks, and connecting hardware. Connecting hardware shall be rated for operation under ambient conditions of 32 degrees Fahrenheit to 140 degrees Fahrenheit.

B. All Work under this Section shall be performed by and all equipment shall be furnished and installed by a qualified telecommunications contractor, hereafter referred to as Contractor. Contractor shall have minimum of 3 years' experience in the application, installation, and testing of the specified systems and equipment.

C. The equipment and hardware provided under this Contract will be from manufacturers that have a minimum of 3 years' experience in producing the types of systems and equipment specified.

D. Cable Requirements and Definitions:
   1. Horizontal Distribution Wiring - Category 6 UTP:

a. Intra-building cable that cross-connects the workstation data jack to the designated equipment closet. Horizontal wiring shall be four pair, 100-ohm plenum grade Unshielded Twisted Pair (UTP) cable meeting, at a minimum, Category 6 standards. RJ-45 modular connectors will be wired to meet EIA/TIA-568B standards and color code tables. Each connection shall include all eight wires of the four pair cable. All termination patch panels will comply with Category 6 standards. Additionally, all equipment selected will meet the manufacturer's end-to-end solution requirements for warranty. All horizontal wiring shall be secured and/or protected to safeguard against damage. All cables that drop below ceiling level will be concealed conduit.

E. Patch Panels: RJ-45 patch panels shall support all of the RJ-45 connections for a designated LAN zone. Provide fiber optic patch panel. Each port shall be labeled designating the port's destination outlet and port number. All conductors of all cables shall be terminated at both ends. Provide 48 port patch panels and quantity of patch panels required to support communciation cables required plus 2010 spare parts.

F. Data Outlets: Provide Category 6 RJ-45 Outlet as indicated on Drawings.

1.4 SUBMITTALS

A. Product Data: Submit for Category 6 outlet, Category 6 cable, Category 6 patch panel.

B. Test Reports: Reports shall show the field test performed to verify compliance with the specified performance criteria. Test reports shall include record of the physical parameters verified during testing.

PART 2 - PRODUCTS

2.1 HORIZONTAL DISTRIBUTION WIRING SYSTEM REQUIREMENTS

A. The horizontal cable for communication outlet wiring is defined as multi-conductor, thermoplastic-insulated, copper cable, 24 AWG air core, with four unshielded twisted pairs rated to a performance criteria of Category 6.

B. Cable protection will be of the highest concern. The cable sheath shall be protected from sharp edges. Where cables pass over a sharp edge, a bushing or grommet shall be inserted to protect the cable.

C. To reduce EMI induced into the cabling from fluorescent lights, cable sheath shall be installed in a hanging pathway in the area above the drop ceilings to maintain proper clearance of 5 inches from fluorescent lights.

D. Testing after installation and termination will be required to ensure a rating to Category 6 performance.

E. The cable's outer sheath shall be "blue" in color for data.

F. Horizontal cabling shall be installed in a star topology. Each work area outlet must be cabled directly to a horizontal cross connect in the appropriate equipment closet.

G. Splices shall not be permitted for twisted-pair horizontal cabling.

H. Bridged taps (multiple appearances of the same cable pairs at several distribution points) shall not be permitted in the horizontal cable.

I. In all cases where the overall cable length allows, an additional 5 feet of slack shall be allowed for in the equipment closet.

J. In all cases where the overall cable length allows, an additional 12 inches of cable slack shall be allowed for at the outlet location.

K. In no case shall the slack allowances cause the overall length of the cable to exceed the limits as described in this Section.

L. Horizontal Cable Lengths: The maximum horizontal cable length from the cross connect panel to the workstation outlet shall not exceed 295 feet. An additional 33-foot allowance has been made for the combined length of patch cables and cables used to connect equipment in the work area and equipment rack.

M. Category 6 High Speed LAN Data Specifications:
   1. Electrical Specifications: Impedance 100 ohm plus or minus 15 percent.
   2. See testing specification for Category 6 performance - Execution for Attenuation and NEXT requirements.
   3. Mutual Capacitance: 17 pico Farad per foot maximum.

2.2 FIBER OPTIC CABLE

A. Provide in accordance with ICEA S-83-596, TIA/EI-568-C.3, UL and NFPA 70. Cable shall be imprinted with fiber count, fiber type, and aggregate length at regular intervals not to exceed 40 inches.

B. EIA TIA/EIA-492AAAA-A, multimode, 50/125-µm diameter, tight buffered fiber optic cable. Provide a 12 strand multimode fiber optic cable. Provide nonconductive optical fiber general purpose cable (OFN or OFNG), nonconductive optical fiber plenum cable (OFNP), and nonconductive optical fiber riser cable (OFNR) rated cable in accordance with NFPA 70 and UL 910. Type OFNP or OFNR may be substituted for type OFN or OFNG and type OFNP may be substituted for type OFNR in accordance with NFPA 70. The cable cordage jacket, fiber, unit, and group color shall be in accordance with EIA TIA/EIA-598.

C. Provide fiber optic cable from the main Demark room to the IT room serving the building.

2.3 FIBER OPTIC PATCH PANEL

A. Provide panel for maintenance and cross-connecting of optical fiber cables. Panel shall be constructed of 16 gauge steel minimum and shall be cabinet mounted and compatible with an EIA-310-D 19-inch equipment rack. Each panel shall be compatible with Type LC connectors. Provide dust cover for unused adapters. The rear of each panel shall have a cable management tray a minimum of 8 inches deep with removable cover, incoming cable strain-relief, and routing guides. Panels shall have each adapter factory numbered and be equipped with laminated plastic nameplates above each adapter. Provide fiber optic patch panel in each LAN hub enclosure.

2.4 OPTICAL FIBER ADAPTERS

A. Provide optical fiber adapters suitable for LC connectors. Provide dust cover for adapters. Optical fiber adapters shall comply with EIA TIA-455-21-A for 500 mating cycles.

2.5 OPTICAL FIBER CONNECTORS

A. Provide in accordance with EIA TIA-455-21-A. Optical fiber connectors shall be type LC in accordance with applicable EIA/TIA standards. The connectors shall provide a maximum attenuation of 0.3 dB at 850, 1,300, 1,310 and 1,550 µm with less than a 0.2 dB change after 500 mating cycles.

2.6 JACKS AND PATCH PANELS

A. Category 6 rating shall be applied to all connecting hardware appropriate for use with UTP cables specified in the EIA/TIA-568-C3. Components used shall be characterized up to a minimum 6 certification and typically intended for emerging technologies and applications. Provide a minimum of 10 percent spare ports in patch panel. Provide separate patch panels for telephone and data wiring.

2.7 EQUIPMENT RACKS

A. Provide 19-inch, 7-foot tall, 4-post. Refer to Drawings for additional rack information.
B. Provide number of racks to support equipment required including spaces as indicated.
C. Provide Cable Management System for each rack as manufactured by Panduit.
D. Provide rack with all associated hardware.

2.8 SUPPORT PRODUCTS

A. All data/telephone cabling shall be in conduit or cable tray.

PART 3 - EXECUTION

3.1 GENERAL

A. Contractor shall provide Category 6 cable, Category 6 patch panels, fiber optic patch panel, fiber optic cable, Category 6 outlets, equipment rack, and mounting hardware for LAN HUB. All communication cables shall be terminated and tested.

3.2 CABLE DISTRIBUTION

A. Contractor shall wire the building as indicated on the Contract Drawings in accordance with standards. The building shall be wired using a universal wire plan that must accommodate the cables described in this Specification. The wiring plan is designed to provide adequate pairs to support the campus LAN system's high-speed data connections.
   1. Two four-pair Category 6, 100-ohm plenum rated UTP cables shall be provided for each data port. Cable shall be rated CMP.
   2. Category 6, RJ-45 modular connections shall be wired to meet TIA/EIA 568-C.1 and TIA/EIA 568-C.2 pin, pair and color designation.
   3. Each connection shall include all eight conductors of each of the four pair cable.
   4. Placement relative to nearby noise sources, such as electric power wiring, radio frequency (RF) sources, large motors and generators, induction heaters, fluorescent light ballast, etc., shall be avoided. If necessary, place exposed cables not closer than 4 feet from large motors or transformers, 1-foot from conduit and cables used for electrical power distribution and 5 inches from fluorescent lighting.
   5. Unless otherwise instructed by this Specification installation shall be in compliance with EIA/TIA-568-C1, TIA-568-2, TIA-569, NFPA 70, UL Standards, Telecommunications Cabling Standard, EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces, and ANSI/NFPA 70 National Electric Code. Installation shall also meet any additional manufacturer's requirements to fulfill warranty Specifications.

6. Provide a minimum of 5 feet of cable slack in the equipment cabinets and 12 inches at the outlet for each cable run to accommodate for future cabling system changes.

3.3 USER WORK AREA

A. Distribution of drop locations will be as indicated on the Contract Documents. Provide the following at each outlet location: Minimum telephone/data: Two Category 6 jack (RJ-45) at each outlet (with two blue cables). Provide number of drops per outlet as indicated on Drawings.
   1. 1,000 Mbite/Sec, Fast Ehternet, Lockable.
   2. Labeling:
      a. All data outlets, patch panel ports, and both ends of each cable shall be clearly and neatly labeled. Two cable identification schemes will be used, one for the end of the cable in the work area, and one for the end of the cable at the patch panel. The labeling schemes shall be as follows:
   3. Work Area Scheme: The first digit of the I.D. number will use a numeric character, designating the LAN zone in which the jack is located. The first digit will be followed by a dash (-). The next character will be an alphabetic designator to identify the patch panel in which the cable is terminated. This character will be followed by a dash (-). The last digit will be a numeric designator corresponding with the patch panel port into which the cable is terminated. For example: The cable to the first port in the first patch panel in LAN Zone 1, will be designated as 1-A-1. The cable to the second port will be 1-A-2. Cables to the second patch panel will be labeled 1-B-1, 1-B-2, 1-B-3, etc. Contractor will be responsible for clearly and visibly labeling each patch panel in accordance with the scheme described above.
   4. Patch Panel Scheme: The first portion of the I.D. number will correspond with the room number to which the cable runs. This number will be followed by a dash (-). The next portion of the I.D. number will be an alphabetic designator to identify the faceplate in the work area where the cable is terminated. This character will be followed by a dash (-). The last portion of the I.D. number will be a numeric designator that corresponds with the faceplate jack in which the cable is terminated. For example: The cable to the first jack in the first faceplate in Room 32 will be designated as 32-A-1. The cable to the second jack will be 32-A-2. Cables to the next faceplate in Room 32 will be labeled 32-B-1, 32-B-2, 32-B-3, etc. Contractor will be responsible for clearly and visibly labeling each faceplate in accordance with the scheme described above. Faceplates should be lettered in a clockwise sequence beginning at the main entrance into the room. Jacks on each faceplate will be sequenced in a clockwise direction beginning from the upper left-hand side of the faceplate. In situations where cable is run to an unnumbered room, Contractor will be responsible for coordinating with the appropriate government representative(s) to assign a number to the room.

3.4 EQUIPMENT CLOSETS

A. Equipment racks shall be bolted to the floor slab. Cable guides shall be bolted or screwed to racks. Racks shall be installed level.
   1. Patch Panels: High density, low profile patch panels shall be used in all locations. Patch panels may vary in number of ports provided, but shall be of the same manufacturer and series, for all closets. All patch panels will be populated with port counts that equal or exceed total ports needed, plus 10 percent, for each closet.

a. UTP Patch Panels: All patch panels used to terminate UTP cables shall comply with selected vendors channel rating for Category 6.
   1) Patch cables connecting data work ports to the LAN switches shall be Category 6 compliant, both cordage and couplers. Patch cables shall be constructed of stranded cable. Although the switches and other active components will be provided by the Owner, all patch cables shall be provided by Contractor to provide connection to these active components. Contractor shall also provide each Site a quantity of spare patch cables equal to 10 percent of the total used at that Site. Patch cables shall be appropriately sized to allow for a neat and maintainable system.
   2) All ports will be labeled in accordance with the labeling scheme described in this Specification.

3.5 TESTING

A. Horizontal Wiring Testing: Testing of all data horizontal UTP cables shall be performed in accordance with EIA/TIA TSB-1152 to ensure rating of Category 6 performance. Test parameters shall include wire mapping, attenuation, NEXT, and noise measurements to verify a limit below 100 megavolts.
   1. All distribution plant facilities associated with the new wiring system shall be tested and verified after installation activities and all major plant rearrangements have been completed. Tested copper pairs shall conform to the design guidelines as specified, as well as manufacturer's standards. Cable plant testing of the data jack will diagnose the presence of all open-loop conductors, noisy lines and distortion, low-loop current, high-loop loss, ringer failures, grounded, shorted or crossed conductors, dB loss, split connections, attenuation range, and/or near-end cross-talk. Contractor will supply complete testing and correction reports/information and explanation to the government, or designated representative, for review prior to acceptance of the system(s). Contractor and the government or designated representative will develop a mutually acceptable format for recording and reporting of testing results prior to the start of testing activities. All errors are to be corrected at Contractor's expense prior to providing the completed records.
      a. Perform Category 6 link tests in accordance with EIA TIA/EIA-568-C.1 and EIA TIA/EIA-568-C.2. Tests shall include wire map, length, insertion loss, NEXT, PSNEXT, ELFEXT, PSELFEXT, return loss, propagation delay, and delay skew.
   2. A wire map test will be performed as per TIA/EIA TSB-568-C.3. This test will be used to verify pair to pin termination at each end and check for installation connectivity errors.

B. Horizontal Wiring Testing (Test from Both Ends):
   1. The following parameters will be measured from both sides of the link:
      a. Attenuation: A measure of signal loss in the link.
      b. Near-End Crosstalk Loss (NEXT): A measure of signal coupling from one pair to another within a UTP cabling link and is derived from swept/stepping frequency voltage measurements.

C. Noise Testing:
   1. The noise level testing associated with the data circuit will only be required if problems occur with the previous test procedures, or if the manufacturer requests it for warranty purposes. If tested, it shall be measured over seven different frequencies.

a. Noise will be measured by recording interference from all outside sources (for example, power cables). The noise is generally steady throughout the entire frequency range and permanently exists. Acceptable levels will be the lower of the manufacturer's specifications or less than 100 megavolts.
b. Noise peaks will be measured by adjusting a threshold. All peaks that exceed the threshold will be documented. Acceptable peaks will be determined by the manufacturer's specifications, or by IEEE 802.3 10BaseT Ethernet Standards.

D. Additional Testing:
1. Any additional testing and/or documentation required by the manufacturer to show full compliance with warranty requirements shall be provided to the government by Contractor. Final test results will meet manufacturer's guidelines for the cabling channel.

E. Telecommunications Cabling Testing:
1. Perform telecommunications cabling inspection, verification, and performance tests in accordance with TIA-568-C.1, EIA TIA/EIA-568-C.2, EIA TIA/EIA-568-C.3, and TIA-568-2. Perform optical fiber field inspection tests via attenuation measurements on factory reels and provide results along with manufacturer certification for factory reel tests. Remove failed cable reels from Project Site upon attenuation test failure. All fiber optic, data, and telephone cables shall be terminated and tested.
2. For multimode optical fiber, perform optical fiber end-to-end attenuation tests in accordance with EIA TIA/EIA-568-C.3 and EIA TIA/EIA-526-14 using Method A, Optical Power Meter and Light Source for multimode optical fiber.

END OF SECTION

SECTION 28 15 00 - INTEGRATED ACCESS CONTROL HARDWARE DEVICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes access control door hardware for the following:
   1. Swinging doors.
   2. Other doors to the extent indicated.
   3. Security or High Security keyed cylinders, including provisions for temporary construction keying, for mechanical override at access control locking hardware to be furnished under Division 08 71 00 "Door Hardware."
   4. Electrified and integrated access control card key door hardware.
   5. Security or high security keyed cylinders, including provisions for temporary construction keying, for mechanical override at access control locking hardware to be furnished under Division 08 71 00 "Door Hardware."

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Division 08 11 13 "Hollow Metal Doors and Frames."
   3. Division 08 41 13 "Aluminum-Framed Entrances and Storefronts."
   4. Division 08 71 00 "Door Hardware."
   5. Division 26 Section "Electrical" for connections to electrical power system and for low-voltage wiring work.
   6. Division 27 Section "Telephone Communications Cabling" for connections to the LAN.

1.2 REFERENCES

A. ANSI A117.1 (1998) - Accessible and Usable Buildings and Facilities.
B. IBC - International Building Code
C. NFPA 70 (2002) - National Electrical Code.
D. NFPA 80 (1999) - Fire Doors and Windows.
E. NFPA 101 (2006) - Life Safety Code.
F. UL 294 - Access Control Systems.
G. UL 1076 - Proprietary Burglar Alarm Units and Systems.

1.3 SUBMITTALS

A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions, and finishes.

B. System Operational Descriptions: Complete system operational narratives for the integrated access controlled openings defining the owner's prescribed requirements for the opening functionality. Narratives include, but are not limited to, the following situations: normal secured/unsecured state of door; authorized access; authorized egress; unauthorized access; unauthorized egress; fire alarm and loss of power conditions, and interfaces with other building control systems.

C. Shop Drawings: Details of electrified integrated locking hardware and access control firmware, indicating the following:
   1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware and firmware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
      a. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
      b. Complete (risers, point-to-point) access control system block wiring diagrams.
   2. Electrical Coordination: Coordinate with related Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.

D. Proof of Certification: Upon request provide a copy of manufacturer's official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary access control components.

E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete access control and site management installation in quantity as required in Division 01, Closeout Submittals. Manual to include name, address, and telephone number of the supplier/integrator providing the installation and the nearest service representatives for each item of equipment included in the system. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
   1. As-Built Drawings: During system installation, the Contractor to maintain a separate hard copy set of drawings, elevation diagrams, and wiring diagrams of the access control system to be used for record Drawings. This set to be kept up to date by the Contractor with all changes and additions to the access control system accurately recorded.

F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.4 QUALITY ASSURANCE

A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum of 5 years of documented experience in providing access control and security systems equipment and software similar to that indicated for this Project and that have a proven record of successful in-service performance.
   1. Software and access control systems components to have been previously and thoroughly tested together with proven installations similar in size and functionality to the design requirements indicated for this Project.

B. Supplier Qualifications: Supplier/dealers, verifiably authorized and in good standing with the primary product manufacturers, with a minimum of 3 years of experience supplying integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance.

C. System Integrator Qualifications: Systems integrators, verifiably factory trained and certified by the primary product manufacturers, with a minimum of 3 years documented experience installing complete integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance. Qualifications include, but are not necessarily limited, to the following:
   1. References: Provide a list of references for similar projects including contact name, phone number, name and type of project.
   2. Professional Staffing: Firms to have a dedicated access control systems integration department with full time, experienced professionals on staff experienced in providing on-site consulting services for both electrified door hardware and integrated access control systems installations.
   3. Factory Training: Installation and service technicians are to be competent factory trained and certified personnel capable of maintaining the system.
   4. Service Center: Firms to have a service center capable of providing training, in-stock parts, and emergency maintenance and repairs at the Project Site with 24-hour/7-days a week maximum response time.

D. Installer Qualifications: Certified technicians, verifiably authorized with the primary product manufacturers for installation of IP-Enabled, Wireless, and Power-over-Ethernet Access Control products in accordance with documented instructions and NFPA 80.
   1. ASSA ABLOY access control products are required to be installed only through designated "Preferred Installers."

E. Source Limitations: Obtain the access control door hardware, system firmware, and application software specified in this Section from a single source, qualified supplier/integrator unless otherwise indicated.
   1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
   2. Provide integrated access control door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.

F. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
   1. Comply with NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1.
   3. Comply with NFPA 101 "Life Safety Code" for doors in a means of egress.
   4. Comply with NFPA 80 "Fire Doors and Windows" for fire labeled opening assemblies.
   5. The installed access control system shall conform to all local jurisdiction requirements.

G. Keying Conference: Reference Section 08 71 00 "Door Hardware."

H. Pre-Submittal Conference: Conduct conference with attendance by representatives of supplier/dealer, systems integrator, and Contractor to review proper methods and procedures for receiving, handling, and installing the access control system hardware. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedules.

1. Inspect and discuss Division 26 electrical roughing-in and similar preparatory Work performed by other trades.
2. Review and verify sequence of operation descriptions for each unique access controlled opening.
3. Review and finalize construction schedule and verify availability of materials.
4. Review the required inspecting, testing, commissioning, and demonstration procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Do not store electronic access control hardware, software or related accessories at Project Site without prior authorization.
   1. Access Control Firmware and Software: Where approved and directed, inventory upon receipt and store electronic access control equipment in a secure, temperature and humidity controlled environment in original manufacturer's sealed containers.

B. Tag each item or package separately with identification related to the final access control door Schedule, and include basic installation instructions with each item or package.

C. Deliver permanent keys, cores, access control credentials, software, and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner established at the “Pre-Submittal Conference."

1.6 COORDINATION

A. Coordinate quantity and arrangement of assemblies with ceiling space configuration and with components occupying ceiling space, including structural members, pipes, air-distribution components, raceways, cable trays, recessed lighting fixtures, and other items.

B. Access Control System Electrical Coordination: Coordinate the layout and installation of scheduled electrified door hardware, and related access control equipment, with required connections to source power junction boxes, power supplies, detection and monitoring hardware, and fire alarm system.
   1. Door Hardware Interface: The card key access control system to interface and be connected to electronic door control hardware (electromechanical locks, electric strikes, magnetic locks, door position switches, other monitoring contacts, and related auxiliary control devices) as described under Section 08 71 00 "Door Hardware." Coordinate the installation and configuration of specified door hardware being monitored or controlled with the controls, software, and access control hardware specified in this Section.

C. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing electrified door hardware and access control system components. Check Shop Drawings of other Work to confirm that adequate provisions are made for locating and installing access control system hardware to comply with indicated requirements.

D. Door and Frame Preparation: Reference Division 08, Openings: Doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling, and access control system hardware without additional in-field modifications.

1.7 WARRANTY

A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article will not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and are in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.

B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of the installed access control system hardware and software that fails in materials or workmanship, including all related parts and labor, within specified warranty period after final testing and acceptance by the Owner. Failures include, but are not limited to, the following:
   1. Structural failures including excessive deflection, cracking, or breakage.
   2. Faulty operation of the hardware.
   3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
   4. Electrical component defects and failures within the systems operation.

C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

D. Special Warranty Periods (Electrified Access Control Door Hardware):
   1. Two years for Electrified, Wiegand Output, and IP-Enabled Access Control Door Hardware.

E. Maintenance Support and Extended Service Agreement: Submit for Owner’s consideration an optional extended Service Agreement for the installed access control system, including support for software related issues. The extended service agreement is considered elective and is without manufacturer's requirement stipulating mandatory coverage for Owner and/or vendor system support.
   1. A published copy of this agreement to be included with the Submittal package.
   2. Support for the installed access control system components is provided through the vendor under a 24 hour technical assistance program.
   3. Access control and management system components are to be available on a one-day turn around time frame from the manufacturer.
   4. Primary systems manufacturer to offer and provide remote modem or internet access for direct factory support to the vendor. The factory level support to include diagnostics and troubleshooting support on systems related issues at no additional cost to the owner.

F. Access Control Software Upgrades: Version upgrades and "fix" releases to the access control system software are available at no extra charge as long as the version of software provided under this specification remains the current manufacturer’s version or for up to 2 years after a new version release.
   1. Major access control software revisions that provide new functionality to the product provided free of charge for up to 1 year from the date of Substantial Completion.
   2. Access control system software is to be upgradable as may be required or as necessary, to expand and manage the Owner’s Site or Sites. Upgrades are to be offered at a published flat fee for the primary system software, with single license modules included in the primary fee structure. System upgrades offered at a costing structure based upon the original number of licensed modules issued, or on those to be purchased at a future date, are not allowed.
   3. As part of the Submittal package, provide a list of available software upgrades and/or expansions modules. List to identify related costs for upgrades, or expansions to the original system, up to the next qualifying operational level.

1.8 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of the installed access control system hardware and components.

B. Maintenance Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous 6 months full maintenance by skilled employees of the systems integrator. Include repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

1.9 SCOPE OF WORK

A. On-Line Electronic Access Control System: Furnish and install at the indicated locations the specified electrified and integrated door hardware and access control firmware and software for a completely operational access control and security site management system. System includes, but is not necessarily limited, to the following:

1. Electrified integrated card reader locks and exit hardware, permanent and temporary override cylinders, network control processors, reader controller panels, I/O monitor/control interfaces, door position switches, remote card readers, keypads, and display terminals, access cards and credentials, system application software, special tools, operating manuals, and required cabling and accessories as detailed below and listed in the Access Control Hardware Sets at the end of Part 3.
    a. Provide the appropriate number of reader controller panels and I/O monitoring/control expansion interfaces as needed to handle the number of card readers, locking devices, door status devices, and identified alarm inputs specified in this section, and as shown on the security Drawings.
    b. Provide manufacturer approved integrated card reader locks, exit hardware, and remote mounted card readers, keypads, and display terminals that are functionally compatible with the specified access control equipment interfaces.
2. Access control system equipment to be installed in an enclosure box compatible with the specified components. This enclosure to include, but is not necessarily limited to, the network control processor, I/O monitor/control interface panels, power supplies, terminal strips, wire ducts, keyed lock cylinder, integrated outlet for A/C power, and standoffs.
    a. Enclosure box to be located in the designated IT/Telecom room(s) with connection to local area network for communication back to the central server host.
3. Owner to provide the following:
    a. Central server host computer, client workstations, and hardware peripherals to be from an approved, major line computer manufacturer. Specific information detailing compliance with system requirements to be included in the Project Submittal package as specified.
    b. Owner will be responsible for ensuring that each computer hardware component includes the required interfaces, expansion boards, and peripherals that will be necessary to allow the system to operate as described within this Specification and as indicated on the Drawings.

c. Power Sourcing and Network Switches: Quantity as required to accommodate installed access control (and video surveillance) devices.
d. Network Control Processor Connections:
1) LAN/Ethernet communication ports (jacks) and network interface cards as needed, CAT5e cabling from network router/switch to network control processor, outlet and cover plates, and/or patch cables required for network connection within each designated IT/Telecom room.
2) Required static IP addresses.

4. Power Supplies, including battery back up and separately fused surge protection, required for the electrified door hardware and access control equipment.
5. Installation, final configuration, and commissioning of electrified door and access control system hardware, communication firmware, power supplies, and related accessories.
6. System application software including installation, programming, and end user training of the access control system demonstrating operating, repair, and maintenance procedures. Include no fewer than 8 hours of on-site central server training for designated personnel (facilities maintenance, security, IT, administration) by a factory certified representative.
7. Provide manufacturer required power controllers, interface boards, and programming that may be required for approved electric latch retraction exit devices supplied under Section 08 71 00 "Door Hardware."
8. Electrical Contractor to provide the following:
a. Source power wiring (120VAC) as required for the electrified locking and access control hardware, equipment, accessories, and power supplies. This includes quad outlets as required on a dedicated circuit in the designated IT/Telecom room(s) and the related conduit, stub-in, junction boxes, and connectors required for the source power delivery and connections.
b. Provide required conduit, stub-in, junction, and back boxes for both the electrified locking hardware and access control equipment at each of the access controlled or monitored openings per plan drawings and specs. Supply and install conduit between each of the aforementioned devices and between the electrical junction boxes, power supplies, and access control equipment located on or above the door opening.
1) At wall mounted remote readers, provide conduit on the secured side of the door 36 inches from the finish floor and 6 inches from the edge of the frame, to the related power supplies and access control equipment.
2) At electrical hardware power transfers, provide conduit on the secured side of the opening from the power transfer, thru-wire hinge, or serviceable panel location on the frame jamb to the related power supplies and access control equipment.
c. Electrical Contractor to provide all 120VAC cabling connections and terminations from the electrical junction boxes to these electrical devices.
9. Access Control System Integrator to provide the following:
a. Low voltage wiring (12/24VDC) and communication cabling (RS-232/RS-485) from network control processors to reader controllers, I/O monitor/control interface panels, electrified and integrated locking hardware, remote card readers, keypads, or display terminals, monitoring and signaling switches, and power supplies. Work includes related connectors, final terminations, and hook-ups required for a complete and functional access controlled opening in accordance with applicable codes and specified system operational narratives.

10. Elevator Contractor to provide the following:
    a. Interface or landing of interface cable onto the elevator call button will be performed by a certified elevator Contractor.
    b. Coordinate with access control systems integrator provisions for a card reader with output allowing the elevator call button to be activated. A validated card read will be required for activation.
11. Full and seamless integration of the Site intrusion alarm service if applicable, with the installed Site access control system software.
12. Final connections to fire alarm system, if required, by electrical and fire alarm system Contractors.
13. Provide permits, submittals, and approvals required by the authority having jurisdiction prior to commencing with Work.
14. Provide manufacturer required power controllers, interface boards, and programming that may be required for approved electric latch retraction exit devices supplied under Section 08 71 00 "Door Hardware."
15. Electrical Contractor Provides the Following:
    a. Provide required conduit, stub-in, junction, and back boxes for both the electrified locking hardware and access control equipment at each of the access controlled or monitored openings per plan drawings and specs. Supply and install conduit between each of the aforementioned devices and between the electrical junction boxes, power supplies, and access control equipment located on or above the door opening.
        1) At off-line remote readers, provide conduit on the secured side of the door 36 inches from the finish floor and 6 inches from the edge of the frame to the related power supplies and access control equipment.
        2) At electrified hardware power transfers provide conduit on the secured side of the opening from the power transfer, thru-wire hinge, or serviceable panel location on the frame jamb to the related power supplies and access control equipment.
    b. Electrical Contractor to provide all 120VAC cabling connections and terminations from the electrical junction boxes to these electrical devices.
16. Access Control System Supplier Provide the Following:
    a. Low voltage wiring (12/24VDC) for the electrified locking hardware, remote card readers, monitoring and signaling switches, and power supplies. Work includes related connectors, final terminations and hook-ups required for a complete and functional access controlled opening in accordance with applicable codes and specified system operational narratives.
17. Typical System Requirements (Owner Provided): Central server host computer, client workstations, and hardware peripherals to be from an approved, major line computer manufacturer. Specific information detailing compliance with system requirements to be included in the Project Submittal package as specified.

PART 2 - PRODUCTS

2.1 CABLES AND WIRING

A. Data Line Supervision: System to include alarm initiation capability in response to opening, closing, shorting, or grounding of data transmission lines.

B. Install appropriate number of conductor pairs, in the wire gage (AWG) recommended by manufacturer, corresponding to the electronic locking functions specified, amperage drawn and distances covered between the power supplies, power transfer devices, electrified hardware, and access control equipment.

2.2 ACCESS CONTROL HARDWARE FINISHES

A. Standard: Comply with BHMA A156.18.
B. Protect mechanical finishes on exposed surfaces from damage by applying temporary protective coverings before shipping.
C. Where specified, finishes on integrated card key locksets or exit hardware to incorporate an FDA recognized antimicrobial coating (i.e., MicroShield™) listed for use on equipment as a suppressant to the growth and spread of a broad range of bacteria, algae, fungus, mold and mildew.
D. BHMA Designations: Comply with base material and finish as specified.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance of the installed access control system.
B. Examine roughing-in for electrical source power to verify actual locations of wiring connections before electrified and integrated access control door hardware installation.
C. Examine roughing-in for LAN and control cable conduit systems to PCs, controllers, card readers, and other cable-connected devices to verify actual locations of conduit and back boxes before device installation.
D. Notify Engineer of any discrepancies or conflicts between the Specifications, Drawings and scheduled access controlled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Doors and frames at scheduled access controlled openings to be properly prepared to receive specified electrified and access control hardware and connections without additional in-field modifications.

3.3 INSTALLATION

A. Install each item of electronic integrated door hardware and access control equipment to comply with manufacturer's written instructions and according to Specifications.
B. Mounting Heights: Mount electronic integrated door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
    1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Engineerural Hardware for Standard Steel Doors and Frames."
    2. Wood Doors: DHI WDHS.3, "Recommended Locations for Engineerural Hardware for Wood Flush Doors."

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."

C. Boxed Power Supplies: Verify locations.
1. Configuration: Provide the least number of power supplies required to adequately serve doors with access control hardware and equipment.

D. Final connect the system control switches (integrated card key locking hardware, remote readers, keypads, display terminals, biometrics), and monitoring, and signaling equipment to the related controller devices at each opening to properly operate the electrified door and access control hardware according to system operational narratives.

E. Retrofitting: Install each door hardware and access control item to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

F. System Application Software: Install and test application(s) software and databases for the complete and proper operation of systems involved. Assign software license(s) to Owner.

3.4 FIELD QUALITY CONTROL

A. Field Inspection (Punch Report): Reference Sections 01 70 00 “Execution and Closeout Requirements.” Produce Project punch report for each installed door opening indicating compliance with approved Submittals and verification hardware is properly installed, operating, and adjusted. Include list of items to be completed and corrected, indicating the reasons or deficiencies causing the Work to be incomplete or rejected.
1. Organization of List: Include separate door opening and deficiencies, and corrective action lists organized by mark, opening remarks and comments, and related opening images and video recordings.

B. Commissioning and Testing Schedule: Prior to final acceptance of the access control system installation, the following testing and documentation to be performed and provided to the Owner.
1. Inspection: Verify that units and controls are properly installed, connected, and labeled and that interconnecting wires and terminals are identified.
2. Pre-testing: Program and adjust the system and pretest all components, wiring, and functions to verify they conform to specified requirements. Provide testing reports indicating devices tested, pass/fail status, and actions taken to resolve problem(s) on failed tests.
3. Acceptance Test Schedule: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
4. Provide “as designed” Drawings showing each device and wiring connection and electronic enclosure legends indicating cabling in and out.
5. Provide a complete set of operating instructions for access control hardware devices and a complete software user manual. The documentation includes module reference guides for each electronic enclosure.

3.5 ADJUSTING

A. Adjust and check each operating item of integrated access control door hardware, and each door opening to ensure proper secured operation and function of every unit. Replace units that cannot be adjusted to operate as intended.

3.6 CLEANING AND PROTECTION

A. Clean adjacent surfaces soiled by access control system installation.
B. Clean operating items as necessary to restore proper finish and provide final protection and maintain conditions that ensure access control door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Engage an authorized systems manufacturer representative to train Owner's maintenance personnel to adjust, operate, and maintain electronic integrated door hardware and the access control system.

3.8 ACCESS CONTROL HARDWARE SETS

A. The access control system hardware sets listed below represent the design intent and direction of the Owner, Engineer, and security consultant (as applicable). They are intended as a guideline only and should not be considered a detailed opening Schedule. Discrepancies, conflicting, and missing items should be brought to the attention of the Engineer with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
B. The supplier is responsible for handing and sizing all products and providing the correct option for the appropriate door type and material where more than one is presented in the hardware sets. Quantities listed are for each pair of doors or for each single door.
C. Refer to Section 08 71 00 "Door Hardware" for hardware sets.

END OF SECTION

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Removing surface debris.
   2. Removing above- and below-grade site improvements.
   3. Removing designated trees, schrubs, and other plant life.
   4. Disconnecting, capping or sealing.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 01 50 00 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.2 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas, such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures" for requirements for submittals.

B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.6 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
   1. Use sufficiently detailed photographs or video recordings.
   2. Include Plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
B. Topsoil stripping and stockpiling program.
C. Rock stockpiling program.
D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.
E. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

1.7 QUALITY ASSURANCE

A. Conform to applicable codes for disposal of debris.
B. Perform Work in accordance with State of Texas Highways standard.
C. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.
D. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
   1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
   1. Do not proceed with work on adjoining property until directed by Engineer.
C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.

F. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."
   1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Call Local Utility Line Information service not less than 3 workings day before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

3.2 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.
B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."
C. Protect existing site improvements to remain from damage during construction.
   1. Restore damaged improvements to their original condition, as acceptable to Owner.
D. Identify waste area for placing removed materials.

3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
B. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.4 EXISTING UTILITIES

A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
   1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.
2. Owner will arrange to shut off indicated utilities when requested by Contractor.

C. Locate, identify, disconnect, cut, and plug utilities indicated to in place.

D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions, then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Engineer not less than 2 days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.

E. Excavate for and remove underground utilities indicated to be removed.

F. Removal of underground utilities is included in earthwork sections, in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and stockpile in areas approved by Engineer.
5. Clear undergrowth and deadwood without disturbing subsoil.
6. Apply herbicide to remaining remaining stumps to inhibit growth.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth indicated on Drawings in a manner to prevent intermingling with underlying subsoil or other waste materials.
1. Remove subsoil and nonsoil materials from topsoil including clay lumps, gravel, other objects larger than 2 inches in diameter, trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.
5. Stockpile sufficient quantities of on-site topsoil to later spread a minimum 6-inch-thickness off topsoil on landscaped (non-paved) Project areas.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with 2 coats of antirust coating following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating and filling for rough grading the Site.
   2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
   3. Excavating and backfilling for buildings and structures.
   4. Drainage course for concrete slabs-on-grade.
   5. Subbase course for concrete pavements.
   6. Subbase course and base course for asphalt paving.
   7. Subsurface drainage backfill for walls and trenches.
   8. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
   1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
   2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
   3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial Work directed by Engineer shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cubic yards or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency according to ASTM D1586.
I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.
B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
1. Classification according to ASTM D2487.
2. Laboratory compaction curve according to ASTM D698.
C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.4 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
B. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.
C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 50 00 "Temporary Facilities and Controls" and Section 31 10 00 "Site Clearing" are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
   1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
J. Sand: ASTM C33; fine aggregate.
K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches-wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
   1. Red: Electric.
   2. Yellow: Gas, oil, steam, and dangerous materials.
   3. Orange: Telephone and other communications.
   4. Blue: Water systems.
   5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
    1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of Work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
    1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
    2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
        a. 24 inches outside of concrete forms other than at footings.
        b. 12 inches outside of concrete forms at footings.
        c. 6 inches outside of minimum required dimensions of concrete cast against grade.
        d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
        e. 6 inches beneath bottom of concrete slabs-on-grade.
        f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicate elevations and dimensions within a tolerance of plus or minus 1-inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
    1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other Work.

2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade leaving solid base to receive concrete pile caps.
3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1-inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.
   1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
   1. Clearance: 12 inches each side of pipe or conduit.
C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
   1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
   2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
   3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
   4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 SUBGRADE INSPECTION

A. Notify Engineer when excavations have reached required subgrade.
B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
   1. Completely proof-roll subgrade in 1 direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
   2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2,500 psi, may be used when approved by Engineer.
   1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
   1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
   2. Surveying locations of underground utilities for Record Documents.
   3. Testing and inspecting underground utilities.
   4. Removing concrete formwork.
   5. Removing trash and debris.
   6. Removing temporary shoring, bracing, and sheeting.
   7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."

D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."

E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Initial Backfill:
   1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
      a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
   2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

G. Final Backfill:
   1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Warning Tape: Install warning tape directly above utilities 12 inches below finished grade except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:
   1. Under grass and planted areas, use satisfactory soil material.
   2. Under walks and pavements, use satisfactory soil material.
   3. Under steps and ramps, use engineered fill.
   4. Under building slabs, use engineered fill.
   5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
   1. Turf or Unpaved Areas: Plus or minus 1 inch.
   2. Walks: Plus or minus 1 inch.
   3. Pavements: Plus or minus 1/2-inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2-inch when tested with a 10-foot straightedge.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
   1. Place base course material over subbase course under hot-mix asphalt pavement.
   2. Shape subbase course and base course to required crown elevations and cross-slope grades.
   3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
   4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness with no compacted layer more than 6 inches thick or less than 3 inches thick.

C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.18 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed Work comply with requirements.

C. Footing Subgrade: At footing subgrades, at least 1 test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2,000 sq. ft. or less of paved area or building slab but in no case fewer than 3 tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least 1 test for every 100 feet or less of wall length but no fewer than 2 tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for every 150 feet or less of trench length but no fewer than 2 tests.

E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION

SECTION 31 22 13 - ROUGH GRADING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Excavating topsoil.
   2. Excavating subsoil.
   3. Cutting, grading, filling, rough contouring, and compacting site for site structures and building pads.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 10 00 "Site Clearing" for excavating topsoil.
   3. Section 31 23 23 "Fill" for general building area backfilling.

1.2 REFERENCES

A. ASTM International:
   1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
   2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3).
   3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3).
   5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
   7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).
   8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   9. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures."
B. Samples: Submit, in air-tight containers, 10-pound sample of each type of fill to testing laboratory.
C. Materials Source: Submit name of imported materials suppliers.
D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 SUSTAINABLE DESIGN SUBMITTALS

A. Manufacturer's Certificate: Certify products meet or exceed specified sustainable design requirements.

1.5 CLOSEOUT SUBMITTALS

A. Section 01 70 00 "Execution and Closeout Requirements" for requirements for submittals.
B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.
B. Perform Work in accordance with Highways standard.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Topsoil: Type S3 as specified in Section 31 05 13 "Soils for Earthwork."
B. Subsoil Fill: Type as specified in Section 31 05 13 "Soils for Earthwork."
C. Structural Fill: Type as specified in Section 31 05 13 "Soils for Earthwork."

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting work.
B. Verify survey benchmark and intended elevations for Work are as indicated on Drawings.

3.2 PREPARATION

A. Call Local Utility Line Information service not less than 3 working days before performing Work.
    1. Request underground utilities to be located and marked within and surrounding construction areas.
B. Identify required lines, levels, contours, and datum.
C. Notify utility company to remove and relocate utilities.
D. Protect utilities indicated to remain from damage.

E. Protect plant life, lawns, rock outcropping, and other features remaining as portion of final landscaping.
F. Protect bench marks, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 SUBSOIL EXCAVATION

A. Excavate subsoil from areas to be further excavated, relandscaped, or regraded.
B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
C. When excavating through roots, perform Work by hand and cut roots with sharp axe.
D. Remove excess subsoil not intended for reuse from site.
E. Stockpile subsoil in area designated on site to depth not exceeding 8 feet and protect from erosion.
F. Benching Slopes: Horizontally bench existing slopes greater than 1:4 to key placed fill material to slope to provide firm bearing.
G. Stability: Replace damaged or displaced subsoil as specified for fill.

3.4 FILLING

A. Fill areas to contours and elevations with unfrozen materials.
B. Install Work in accordance with Highways standards.

3.5 TOLERANCES

A. Section 01 40 00 "Quality Requirements" for tolerances.
B. Top Surface of Subgrade: Plus or minus 1/10-foot from required elevation.

3.6 FIELD QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements" for field inspecting, testing, adjusting, and balancing.
B. Perform laboratory material tests in accordance with ASTM D1557.
C. Perform in place compaction tests in accordance with the following:
    1. Density Tests: ASTM D2922.
    2. Moisture Tests: ASTM D3017.
D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
    1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2,000 square feet or less of paved area or building slab, but in no case fewer than three tests.
    2. Foundation Walk Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
    3. Trench Backfill: At each compacted initial and final backfill layer, at least one tesst for every 150 feet or less of trench length but no fewer than two tests.

END OF SECTION

SECTION 31 23 23 - FILL

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Backfilling building perimeter to subgrade elevations.
   2. Backfilling site structures to subgrade elevations.
   3. Fill under slabs on grade.
   4. Fill under paving.
   5. Fill for over-excavation.

B. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete" for concrete materials.
   3. Section 31 22 13 "Rough Grading" for Site filling.

1.2 REFERENCE STANDARDS

A. American Association of State Highway and Transportation Officials:
   1. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg Rammer and a 457-mm Drop.

B. ASTM International:
   1. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3).
   2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
   3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3).
   4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   5. ASTM D6031 - Standard Test Method for Logging In Situ Moisture Content and Density of Soil and Rock by the Nuclear Method in Horizontal, Slanted, and Vertical Access Tubes.
   6. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements" for installation examination.

B. Verify that subdrainage, dampproofing, and waterproofing installations have been inspected.

C. Verify that underground tanks are anchored to their own foundations to avoid flotation after backfilling.

D. Verify structural integrity of unsupported walls to support loads imposed by fill.

3.2 PREPARATION

A. Section 01 70 00 "Execution and Closeout Requirements" for installation preparation.
B. Compact subgrade to specified density requirements for subsequent backfill materials.
C. Soft Subgrade:
   1. Cut out soft areas of subgrade not capable of compaction in place.
   2. Backfill with structural fill and compact to density equal to or greater than specified requirements for subsequent fill material.
D. Scarify subgrade surface to depth of 6 inches.

3.3 BACKFILLING

A. Backfill areas to contours and elevations.
B. Systematically backfill to allow maximum time for natural settlement.
C. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces and do not backfill with frozen materials.
D. Place fill material in continuous layers and compact.
E. Use placement method that does not disturb or damage utilities in trench.
F. Maintain optimum moisture content of fill materials to attain required compaction density.
G. Structures:
   1. Backfill against supported foundation walls.
   2. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
   3. Slope grade away from building minimum 2 percent slope for minimum distance of 10 feet.
H. Make gradual grade changes and blend slope into level areas.
I. Remove surplus backfill materials from Site.
J. Leave fill material stockpile areas free of excess fill materials.

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements" for tolerances.
B. Top Surface of Backfilling within Building Areas: Plus or minus 1 inch from required elevations.
C. Top Surface of Backfilling under Paved Areas: Plus or minus 1 inch from required elevations.
D. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.5 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements" for protecting finished Work.
B. Reshape and recompact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 32 11 23 - AGGREGATE BASE COURSES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Aggregate subbase.
   2. Aggregate base course.

B. Related Sections:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 22 13 "Rough Grading" for preparation of site for base course.
   3. Section 32 05 16 "Aggregates for Exterior Improvements."
   4. Section 32 12 16 "Asphalt Paving:" Finish asphalt courses.

1.2 REFERENCES

A. American Association of State Highway and Transportation Officials:
   1. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.

B. ASTM International:
   1. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
   2. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
   3. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   4. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
   5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures."

B. Product Data:
   1. Submit data for geotextile fabric and herbicide.

C. Samples: Submit, in air-tight containers, 10-pound sample of each type of aggregate fill to testing laboratory.

D. Materials Source: Submit name of aggregate materials suppliers.

E. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Furnish each aggregate material from single source throughout the Work.

B. Perform Work according to State of Texas Highways standards.

C. Maintain 1 copy of each document on site.

PART 2 - PRODUCTS

2.1 AGGREGATE MATERIALS

A. Conform with requirementss of Type A, Grades 1 or 2, Item 247 of the TxDOT Standard Specifications for Construction of Highways, Street, and Bridges.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 "Administrative Requirements" for verification of existing conditions before starting Work.
B. Verify compacted substrate is dry.
   1. Proof roll substrate with in minimum 3 perpendicular passes to identify soft spots.
   2. Remove soft substrate and replace with compacted fill as specified in Section 31 23 23 "Fill."
C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

A. Spread aggregate over prepared substrate to total compacted thickness indicated on Drawings.
B. Roller compact aggregate to 95 percent maximum density.
C. Level and contour surfaces to elevations, profiles, and gradients indicated.
D. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
E. Maintain optimum moisture content of fill materials to attain specified compaction density.
F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements" for tolerances.
B. Maximum Variation From Flat Surface: 1/2-inch measured with 10-foot straight edge.
C. Maximum Variation From Thickness: 1/4-inch.
D. Maximum Variation From Elevation: 1/2-inch.

3.5 FIELD QUALITY CONTROL

A. Section 01 70 00 "Execution and Closeout Requirements" for field inspecting, testing, adjusting, and balancing.
B. Compaction testing will be performed according to ASTM D1557.

C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

D. Frequency of Tests: One test for every 1,000 square yards of each layer compacted aggregate.

3.6 COMPACTION

A. Compact materials to 98 percent of maximum density as determined from test strip, according to ASTM D2940.

END OF SECTION

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SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Asphalt materials.
   2. Aggregate materials.
   3. Aggregate subbase.
   4. Asphalt paving base course, binder course, and wearing course.
   5. Asphalt paving overlay for existing paving.
   6. Surface slurry.

B. Related Requirement:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 31 22 13 "Rough Grading" for preparation of site for paving.
   3. Section 32 11 23 "Aggregate Base Courses" for compacted subbase for paving.

1.2 REFERENCE STANDARDS

A. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
B. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
C. AASHTO M140 - Standard Specification for Emulsified Asphalt.
D. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
E. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
F. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
G. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
H. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.
I. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.
J. AI MS-19 - Basic Asphalt Emulsion Manual.
K. AI SP-2 - Superpave Mix Design.
L. ASTM C1371-2004a - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
M. ASTM C1549-16 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
N. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.
O. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
P. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
Q. ASTM D977 - Standard Specification for Emulsified Asphalt.
R. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.

S. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
T. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
U. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
V. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
W. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
X. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
Y. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
Z. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
AA. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
BB. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
CC. ASTM E408-2019 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
DD. ASTM E903-2012 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
EE. ASTM E1918-2016 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
FF. ASTM E1980-2019 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
GG. Texas Department of Transportation (TxDOT) Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 edition.

1.3 SUBMITTALS

A. Section 01 33 00 "Submittal Procedures."
B. Product Data:
   1. Submit product information for asphalt and aggregate materials.
   2. Submit mix design with laboratory test results supporting design.
C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Mixing Plant: Conform to State of Texas Highways standard.

1.5 QUALIFICATIONS

A. Installer: Company specializing in performing Work of this Section with minimum 5 years' documented experience.

1.6 AMBIENT CONDITIONS

A. Section 01 50 00 "Temporary Facilities and Controls" for ambient conditions control facilities for product storage and installation.
B. Do not place asphalt mixture between November 1 and March 1.

C. Do not place asphalt mixture when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
D. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

PART 2 - PRODUCTS

2.1 ASPHALT PAVING

A. Performance / Design Criteria:
   1. Paving: Design for movement of trucks up to 30,000 pounds.
B. Asphalt Materials:
   1. Asphalt Binder: In accordance with State of Texas Highways standards.
   2. Primer: ASTM D2027, MC-70; medium curing, cutback asphalt. In accordance with State of Texas Highways standards.
   3. Tack Coat: In accordance with State of Texas Highways standards.
   4. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
   5. Oil: In accordance with Municipality of Highways standards.
C. Aggregate Materials:
   1. Coarse Aggregate: In accordance with State of TexasHighways standards.
   2. Fine Aggregate: ASTM D1073; natural sand or sand manufactured from stone, gravel, or blast furnace slag.
D. Aggregate Subbase: Specified in Section 32 11 23 "Aggregate Base Courses."

2.2 MIXES

A. Use dry material to avoid foaming. Mix uniformly.
B. Asphalt Paving Mixtures: Designed in accordance with State of Texas Highways standards with maximum 5 percent by weight reclaimed asphalt pavement.
   1. Base Course: Type A, Grades 1 or 2 of Item 247 of the TxDOT Standard Specifications for Construction of Highways, Street, and Bridges..
   2. Surface Course.

2.3 ACCESSORIES

A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.
B. Sealant: ASTM D6690, Type I; hot applied type.

2.4 SOURCE QUALITY CONTROL

A. Section 01 40 00 "Quality Requirements" for testing, inspection and analysis requirements.
B. Submit proposed mix design of each class of mix for review prior to beginning of Work.
C. Test samples in accordance with AI MS-2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 70 00 "Execution and Closeout Requirements:" Requirements for installation examination.
B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
C. Verify compacted subgrade subbase is dry.
   1. Proof roll subbase with in minimum 2 perpendicular passes to identify soft spots.
   2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23 "Fill."
D. Verify gradients and elevations of base are correct.

3.2 PREPARATION

A. Prepare subbase in accordance with State of Texas Highways standards. TxDOT Standard Specifications of Construction of Highways, Streets, and Bridges.

3.3 INSTALLATION

A. Subbase:
   1. Aggregate Subbase: Install as specified in Section 32 11 23 "Aggregate Base Courses."
   2. Prepare subbase in accordance with State of Texas Highways standards.
B. Primer:
   1. Apply primer in accordance with AI MS-2. State of Texas Highways standards.
C. Tack Coat:
   1. Apply tack coat in accordance with AI State oof Texas Highways standards.
D. Single Course Asphalt Paving:
   1. Install Work in accordance with State of Texas Highways standards.
   2. Place asphalt within 24 hours of applying primer or tack coat.
   3. Place asphalt wearing course to thickness indicated on Drawings.
   4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
   5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.
E. Double Course Asphalt Paving:
   1. Place asphalt binder course within 24 hours of applying primer or tack coat.
   2. Place binder course to thickness indicated on Drawings.
   3. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
   4. Place wearing course to thickness indicated on Drawings.
   5. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
   6. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Surface Slurry:
   1. Install uniform thickness surface slurry over existing paving in accordance with ASTM D3910.
G. Allow slurry to cure.
   1. Roll paving to achieve uniform surface.

3.4 TOLERANCES

A. Section 01 40 00 "Quality Requirements."
B. Flatness: Maximum variation of 1/4-inch measured with 10-foot straight edge.
C. Scheduled Compacted Thickness: Within 1/4-inch.
D. Variation from Indicated Elevation: Within 1/2-inch.

3.5 FIELD QUALITY CONTROL

A. Take samples and perform tests including mat density tests in accordance with State of TexasHighways standards.
B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
C. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1,000 square yards compacted paving.
D. Asphalt Paving Density: ASTM D1188 or ASTM D2726; test 1 core sample from every 1,000 square yards compacted paving.

3.6 PROTECTION

A. Section 01 70 00 "Execution and Closeout Requirements" for protecting finished Work.
B. Immediately after placement, protect paving from mechanical injury for 8 hours or until surface temperature is less than 140 degrees F.

END OF SECTION

SECTION 32 13 13 - CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes concrete pavement, curb and gutter.
B. Section Applies:
   1. Where Contractor elects to remove, or required to remove, and replace concrete pavement, curb and gutter, driveway (alleys), and sidewalks.
   2. For repair or replacing facilities otherwise damaged by Contractor operations.
C. Related Requirements:
   1. Division 01 Specification Sections apply to Work of this Section.
   2. Section 03 30 00 "Cast-in-Place Concrete."
   3. Section 32 12 16 "Asphalt Paving."

1.2 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.
B. TxDOT: Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" 2014.
C. DMS: TxDOT Department of Material Specifications.

1.3 SUBMITTALS

A. Submit product data per Section 01 33 00 "Submittal Procedures."
B. Product Data: For each type of manufactured material and product indicated.
C. Design Mixes: For each concrete pavement mix. Include alternate mix designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. Design shall indicate target unit weight of mix. Mix design shall not be in excess of 30 days old without Engineer approval.
D. Design mix submittals shall include:
   1. Fine aggregate gradation.
   2. Course aggregate gradation.
   3. Loss from five-cycle magnesium sulfate or sodium sulfate test on all aggregate.
   4. Cement content.
   5. Fly ash content.
   6. Water content.
   7. All admixtures.
   8. Maximum slump.
   9. Percent air entrainment.
   10. Seven-day flexural strength.
   11. Seven-day compressive strength.
   12. 28-day compressive strength.

E. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on flexural and comprehensive testing of current materials:
   1. Cementitious materials and aggregates.
   2. Steel reinforcement and reinforcement accessories.
   3. Fiber reinforcement.
   4. Admixtures.
   5. Curing compounds.
   6. Applied finish materials.
   7. Bonding agent or adhesive.
   8. Joint fillers.

F. Paving and Quality Control Plan (PQCP): Submit a PQCP for approval before beginning pavement construction operations. Include details of all operations in concrete paving process, including longitudinal construction joint layout, sequencing, curing, lighting, early opening, leave-outs, sawing, inspection, testing, construction methods, other details and description of all equipment. List certified personnel performing testing. Submit revisions to PQCP for approval.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Experienced installer who completed pavement work similar in material, design, and extent to that indicated for Project and whose work resulted in construction with a record of successful in-service performance.

B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C94 requirements for production facilities and equipment.
   1. Manufacturer must be certified per National Ready-Mix Concrete Association's Plant Certification Program.
   2. Inspection report signed and sealed by a licensed Professional Engineer showing concrete measuring, mixing, and delivery equipment meets all requirements of ASTM C94. New certification or signed/sealed report required every time plant is moved. Provide copy of certification or signed/sealed inspection report to Engineer.
   3. When equipment or facilities fail to meet specification requirements, remove from service until corrected.

C. Testing Agency Qualifications: Independent testing agency, acceptable to authorities having jurisdiction.

D. Source Limitations: Obtain each type or class of cementitious material of same brand from same manufacturer's plant and each aggregate from one source. For changes in material, brand, source, or chemical admixtures, reevaluate mix as a new mix design.

E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by Contract Document requirements. Refer to Section 03 30 00 "Cast-In-Place Concrete," for additional codes and standards.

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and design concrete mixes.

1.5 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities and emergency services.

PART 2 - PRODUCTS

2.1 FORMS

A. Pavement Forms: Provide metal side forms of sufficient cross section, strength and rigidity to support paving equipment and resist impact and vibration of operation without visible springing or settlement. Use forms free from kinks, bonds, or warps that affect ride quality or alignment.
   1. Use flexible or curved forms for curves of a radius 100 feet or less.
   2. Forms should be no less than 10 feet in length.

2.2 PLACING, CONSOLIDATING, AND FINISHING EQUIPMENT

A. Provide approved self-propelled paving equipment to uniformly distribute concrete with minimal segregation and provide a smooth machine-finished consolidated concrete pavement conforming to plan line and grade. Provide approved automatic grade control system on slip-forming equipment. Provide approved mechanically-operated finishing floats to produce a uniformly-smooth pavement surface. Provide equipment to provide fine, light-water fog mist.

B. Provide mechanically-operated vibratory equipment to adequately consolidate concrete. Provide immersion vibrators on paving equipment at sufficiently close intervals to provide uniform vibration and consolidation of concrete over entire width and depth of pavement per manufacturer recommendations. Provide immersion vibrator units to operate at least 8,000 cycles per minute frequency in air. Provide enough hand-operated immersion vibrators for timely and proper consolidation of concrete along forms, at joints, and areas not covered by other vibratory equipment. Surface vibrators may be used to supplement equipment-mounted immersion vibrators. Provide tachometers to verify proper operation of all vibrators.

C. For small/irregular areas or when approved, paving equipment described herein not required.

2.3 REINFORCING STEEL INSERTING EQUIPMENT

A. Inserting equipment may not be used in place of two-piece tie bars or drilled and epoxy bars.

2.4 TEXTURING EQUIPMENT

A. Carpet Drag. Provide carpet drag mounted on Work bridge or moveable support system. Provide single piece of carpet of sufficient transverse length to span full width of pavement placed and adjustable so a sufficient longitudinal length of carpet is in contact with concrete placed to produce desired texture. Obtain approval to vary length and width of carpet to accommodate specific applications. Use artificial grass-type carpet with molded polyethylene pile face with a 5/8- to 1-inch blade length, minimum 70-ounce-per-square-yard weight, and strong, durable, rot-resistant backing material bonded to facing.

B. Tining Equipment. Provide self-propelled transverse metal tine device equipped with 4- to 6-inch steel tines and with cross-section approximately 1/32-inch thick by 1/12-inch wide, spaced at 1 inch center-to-center. Only use hand-operated tining equipment to produce equivalent texture on small or irregularly-shaped areas or, when permitted, in emergencies due to equipment breakdown.

2.5 CURING EQUIPMENT

A. Provide self-propelled machine for applying membrane curing compound using mechanically-pressurized spraying equipment with atomizing nozzles. Provide equipment and controls to maintain required uniform rate of application over entire paving area. Provide curing equipment independent of all other equipment when production rates are so the first application of membrane curing compound cannot be accomplished immediately after texturing and after free moisture disappears. Only use hand-operated pressurized spraying equipment with atomizing nozzles on small or irregular areas or, when permitted, in emergencies due to equipment breakdown.

2.6 SAWING EQUIPMENT

A. Provide power-driven concrete saws to saw joints shown on Plans. Provide standby power-driven concrete saws during concrete sawing operations. Provide adequate illumination for nighttime sawing.

2.7 GRINDING EQUIPMENT

A. When required, provide self-propelled powered grinding equipment specifically designed to smooth and texture concrete pavement using circular diamond blades. Provide equipment with automatic grade control to grind at least a 3-foot-width longitudinally in each pass without damaging concrete.

2.8 TESTING EQUIPMENT

A. Provide testing equipment regardless of job-control testing responsibilities per TxDOT Item 421, "Hydraulic Cement Concrete," unless otherwise shown in Plans or specified.

2.9 CORING EQUIPMENT

A. When required, provide coring equipment to extract cores per requirements of Tex-424-A.

2.10 MISCELLANEOUS EQUIPMENT

A. Furnish both 10- and 15-foot steel or magnesium long-handled standard straightedges. Furnish enough Work bridges, long enough to span pavement, for finishing and inspection operations. Furnish date stencils to impress pavement placement dates into fresh concrete, with numerals approximately 2 inches high by 1 inch wide by 1/4-inch deep.

2.11 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Fabric: ASTM A185, fabricated from as-drawn steel wire into flat sheets, shall be 6- by 6-inch, 10-gauge welded wire fabric, or as shown on Plans.
B. Reinforcement Bars: ASTM A615, Grade 60, deformed.

C. Joint Dowel Bars: Plain steel bars, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.
D. Tie Bars: ASTM A615, Grade 60, deformed.
E. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and permit removal without damage to concrete or hook bolt.
F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement bars, welded-wire fabric, and dowels in place. Manufacture bar supports per CRSI "Manual of Standard Practice," from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and:
    1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
    2. Space reinforcing supports at 5-foot maximum in any direction.
    3. Place vertical reinforcement supports drilled into sub-base material to prevent horizontal movement of reinforcing steel.

2.12 CONCRETE MATERIALS

A. Use same brand and type of cementitious material from same manufacturer throughout Project.
B. Portland Cement: ASTM C150, Types I, II, or III or ASTM G176 IA, IIA, or IIIA for air entrained. Fly ash may be substituted at up to a 30 percent rate by absolute volume of cement. Portland cement concrete should have minimum seven-day compressive strength of 3,500 psi or minimum 28-day compressive strength of 4,400 psi. Concrete material should comply with TXDOT Standard Specifications 2014, Item 360.
C. Aggregate: ASTM C33, uniformly graded, from a single source, as follows:
    1. Class: 4M.
    2. Maximum Aggregate Size: 1-1/2 inches nominal.
    3. Coarse aggregate for Class C or D concrete shall be crushed limestone (Brownwood type or equivalent). Aggregate shall be graded fine-to-coarse and conform to ASTM C136. Gradation for aggregate shall meet these requirements by weight:

FINE AGGREGATE		COARSE AGGREGATE	
Sieve	Percent Passing	Sieve	Percent Passing
3/8-inch	100	2 inch	100
No. 4	95-100	1-1/2 Inch	100
No. 8	80-100		
No. 16	50-85	3/4-inch	35-70
No. 30	25-60	3/8-inch	10-30
No. 50[1]	5-30	No. 4	0-5
No. 100	0-10		
No. 200[2]	0-3		
[1] Range is 6-35 when sand equivalent volume is greater than 85. [2] Range is 0-6 for manufactured sand.			

    a. Maximum amounts of organic impurities shall conform to ASTM C40 and C87. Maximum amounts of impurities finer than #200 sieve shall conform to ASTM C117. Maximum amounts of soft particles shall conform to ASTM C123. Maximum amounts of friable particles shall conform to ASTM C142.

b. Fine aggregate shall have sand equivalent at least 80 per Tex-203-F. Provide fine aggregate with fineness modules 2.3 - 3.1 per ASTM C33.

c. Protect stockpiles from dusty conditions by drift fences or other methods approved by Engineer. Stockpiling methods used shall not allow aggregate to roll down slope as added to existing stockpiles. Build stockpiles in layers of uniform thickness. Equipment not permitted to operate over same lift repeatedly.

4. Coarse aggregate shall have maximum 18 percent loss when subjected to five cycles of magnesium sulfate soundness test or maximum 12 percent loss when subjected to five cycles of a sodium sulfate soundness test (ASTM C88).

5. Percentage of wear shall be no more than 40 when tested per ASTM C131 or C535.

6. Aggregates delivered to mixer shall consist of crushed stone, crushed gravel, or natural sand. Crushing shall result in a product where coarse aggregate shall have at least 95 percent by weight of particles with one or more fractured faces and 75 percent by weight of particles with two or more fractured faces. Aggregate shall be composed of sound, tough, durable particles and meet requirements for deleterious substances given in ASTM C33. Aggregate in any size group shall not contain more than 8 percent by weight of flat or elongated pieces. A flat or elongated particle has a ratio between maximum and minimum dimensions of circumscribing rectangular prism exceeding 3 to 1.

D. Water: ASTM C94.

2.13 ADMIXTURES

A. Admixtures certified by manufacturer to contain no more than 0.1 percent water-soluble chloride ions by mass of cement and compatible with other admixtures.

B. Air-Entraining Admixture: ASTM C260. Certified by manufacturer compatible with other required admixtures.

C. Water-Reducing Admixture: ASTM C494, Type A.

D. High-Range, Water-Reducing Admixture: ASTM C494, Types F or G.

E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.14 FIBER REINFORCEMENT

A. Only use fiber reinforcement in place of wire mesh if approved by Engineer and Owner.

B. Fiber reinforcement shall be 100 percent virgin polypropylene, collated, fibrillated fibers, made for use as concrete reinforcement, containing no reprocessed olefin materials, and conforming to ASTM C1116, Type III.

C. Specific gravity: .91.

D. Tensile Strength: 70,000 - 100,000 psi.

E. Length: 2 inches.

2.15 CURING COMPOUND

A. Liquid-type membrane-forming curing compound with white pigment complying with ASTM C309, Type 2, Class A. Moisture loss not more than 1.0 pound per square yard when applied at 200 square feet per gallon.

2.16 EPOXY

A. Provide Type III epoxy per DMS-6100, "Epoxies and Adhesives," for installing all drilled-in reinforcing steel.

2.17 EVAPORATION RETARDANT

A. Provide evaporation retardant per DMS-4650, "Hydraulic Cement Concrete Curing Materials and Evaporation Retardants."

2.18 JOINT SEALANTS AND FILLERS

A. Provide Class 5 or 8 joint-sealant materials and fillers unless otherwise shown on Plans or approved and other sealant materials of size, shape, and type shown on Plans per DMS-6310, "Joint Sealants and Fillers."

2.19 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D1751, asphalt-saturated cellulosic fiber.
B. Texture Surface for Ramps
   1. Meet requirements of Texas Accessibility Standards.
   2. Concrete paver units shall meet all requirements of ASTM C936 and C33 and laid in a two by two-unit basket-weave pattern.
   3. Color as selected by Owner but a contrasting color with adjacent surfaces.
   4. Durabak with Safti-Traxx Detacable Warning System by Cote-L Distribution Company, or approved equal.
   5. Owner may modify texture surface requirements for ramps by Owner any time to comply with Texas Accessibility Standards. No additional compensation made for such modification.
C. Bonding Agent: Polyvinyl acetate or acrylic base.
D. Sand Cushion: Clean, manufactured, or natural sand with plasticity index of eight or less.

2.20 CONCRETE MIXES

A. Prepare design mixes, proportioned per ACI 301, for each type and strength of normal-weight concrete determined by laboratory trial mixes or field experience.
B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for trial batch method. Do not use Owner's field quality-control testing agency as independent testing agency.
C. Classification. The following classes of concrete shall be used:
D. Proportion mixes to provide concrete with water-cementitious materials ratio noted.
E. Mix Design:
   1. At least 15 days before beginning any concrete pavement construction, Contractor shall submit the following to Engineer for approval:
      a. Test certificates from approved commercial testing laboratory on all proposed aggregate. Certificates shall indicate material source, gradation, and loss from five-cycle magnesium sulfate soundness test (not to exceed 18 percent) or loss from five cycles of sodium sulfate soundness test (not to exceed 12 percent).

b. Mix design based on water-cement ratio.
c. Results of flexural and compression tests per ASTM C39 and/or flexural tests per ASTM C78, made by approved commercial testing laboratory. Tests shall be made on six cylinders/beams at curing times appropriate to concrete class.

2. Engineer will approve/reject mix design and materials based on submittals. This approval is subject to additional testing during construction. Mix designs for various classes of concrete shall conform to:

Class	Maximum Water/Cement Ratio	Maximum Slump Inches
A	.60	4
B	.60	3
C (slip formed)	.45	3
COC (formed)	.45	6
E	.45	as specified by concrete batch plant

3. Strength Requirements: Test at least three sets of design strength specimens with two specimens per set. Various classes of concrete shall conform to the following strengths in psi as determined by average of two test cylinders and beams:

		COMPRESSIVE		FLEXURAL	
Class	3-Day	7-Day	28-Day	7-Day	28-Day
A		2,100	3,000	425	
B	2,500	3,000	-	280	
C		3,500	4,400	750	680
D		-		-	
E	2,600 (24-hr)	Unless otherwise specified		400 (24-hr)	

F. Properties
1. Air Entrainment: 4 percent ASTM C260. If air content is more than 1 percentage points below/above required air, reject load of concrete.
2. Synthetic Fiber: Use manufacturer-recommended rate, but not less than 1.0 pound per cubic yard (where applicable).
3. Fly Ash: Not more than 30 percent by absolute volume of cement.

2.21 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements, ASTM C94, and C1116 when synthetic fibers involved.
1. When air temperature is 85-90 degrees F, reduce mixing and delivery time from 90 to 75 minutes. When air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.
2. Mixing and delivery time starts at time of batching.

B. Project-Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete per ASTM C94. Mix concrete materials as appropriate and approved by Engineer.

1. For mixers of 1 cubic yard or smaller capacity, continue mixing at least 1.5 but not more than 5 minutes after ingredients are in mixer, before releasing any part of batch.
2. For mixers of capacity larger than 1 cubic yard, increase mixing time by 15 seconds for each additional 1 cubic yard.
3. Provide batch ticket for each batch discharged and used in Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Batch ticket shall also indicate batching operation variances per ACI 304R.
    a. Cement and supplementary cementitious material within ±1 percent of desired weight.
    b. Aggregates measured within ±2 percent of desired weight (±1 percent when cumulative weight is taken).
    c. Allowable water adjusted for free moisture in aggregates.
    d. Admixtures discharged separately within a volumetric tolerance of ±3 percent using a method that does not allow concentrated admixtures to contact each other.
4. When using non-agitating equipment for transporting concrete, provide equipment with smooth, mortar-tight metal containers equipped with gates that prevent accidental discharge of concrete.

PART 3 - EXECUTION

3.1 PREPARATION

A. Proof-roll prepared subbase surface to check for unstable areas and verify need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.
B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 PLACING AND REMOVING FORMS

A. Use clean and oiled forms. Secure forms on base or firm subgrade accurately graded providing stable support without deflection and movement by form-riding equipment. Pin every form at least at middle and near each end. Tightly join and key form sections together to prevent relative displacement.
B. Set side forms far enough in advance of concrete placement to permit inspection. Check conformity of grade, alignment, and stability of forms immediately before placing concrete. Make all necessary corrections. Use a straightedge or other approved method to test top of forms to ensure ride quality requirements for completed pavement is met. Stop paving operations if forms settle or deflect more than 1/8-inch under finishing operations. Reset forms to line and grade and refinish concrete surface to correct grade.
C. Avoid damage to edge of pavement when removing forms. Repair damage resulting from form removal and honeycombed areas with mortar mix within 24 hours after form removal, unless otherwise approved. Clean joint face and repair honeycombed or damaged areas within 24 hours after bulkhead for transverse construction joint removed, unless otherwise approved. When forms are removed before 72 hours after concrete placement, promptly apply membrane curing compound to edge of concrete pavement.

D. Forms not the same depth as pavement but within 2 inches of depth are permitted if subbase is trenched or full width and length of form base supported with firm material to produce required pavement thickness. Promptly repair form trench after use. Use flexible/curved wood or metal forms for curves of 100-foot radius or less.

3.3 STEEL REINFORCEMENT

A. Comply with CRSI "Manual of Standard Practice" for fabricating reinforcement and recommendations in CRSI "Placing Reinforcing Bars" for placing and supporting reinforcement.
B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

A. Reinforcing Steel and Joint Assemblies: Accurately place and secure in position all reinforcing steel as shown on Plans. Place dowels at mid-depth of pavement slab, parallel to surface. Place dowels for transverse contraction joints parallel to pavement edge. Tolerances for location and alignment of dowels shown on Plans. Stagger longitudinal reinforcement splices to avoid more than one-third of splices within a 2-foot longitudinal length of each lane of pavement. Use multiple-piece tie bars or drill and epoxy grout tie bars at longitudinal construction joints. Verify tie bars drilled and epoxied into concrete at longitudinal construction joints develop a pullout resistance equal to minimum three quarters of yield strength of steel after 7 days. Test fifteen bars using ASTM E488, except alternate approved equipment may be used. All fifteen tested bars must meet required pullout strength. If any test results do not meet required minimum pullout strength, perform corrective measures to provide equivalent pullout resistance. Repair damage from testing. Acceptable corrective measures include but not limited to installation of additional or longer tie bars.
B. Construct isolation, contraction, construction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
C. Construction Joints: Set at side and end terminations of pavement and where pavement operations are stopped more than 0.5 hour, unless pavement terminates at isolation joints.
    1. Continue reinforcement across construction joints but do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
    2. Provide tie bars at sides of pavement strips where indicated.
    3. Use bonding agent where fresh concrete is placed against hardened or partially-hardened concrete surfaces.
D. Isolation Joints: Form of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
    1. Extend joint fillers full width and depth of joint.
    2. Terminate joint filler less than 1/2- or more than 1 inch below finished surface if joint sealant indicated.

3. Place top of joint filler flush with finished concrete surface if joint sealant not indicated.
4. Furnish joint fillers in one-piece lengths. Where more than one length required, lace or clip joint-filler sections together.
5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete is placed on both sides of joint.

3.5 CONCRETE DELIVERY

A. Clean delivery equipment as necessary to prevent accumulation of old concrete before loading fresh concrete. Use agitated delivery equipment for concrete designed with a slump more than 5 inches. Segregated concrete is subject to rejection. Place agitated concrete within 60 minutes after batching. Place non-agitated concrete within 45 minutes after batching. In hot weather or under conditions causing quick setting concrete, times may be reduced by Engineer. Time limitations may be extended if Contractor can demonstrate concrete can be properly placed, consolidated, and finished without additional water.

3.6 CONCRETE PLACEMENT

A. For all roadway lane pavement, construct pavement with approved slip-form paving machine designed to spread, consolidate, screed, and float-finish freshly-placed concrete in one complete pass of machine so dense and homogeneous pavement is achieved with minimal hand finishing. Paver-finisher shall be heavy duty, self-propelled machine designed specifically for paving and finishing high-quality concrete pavements. Individual placement areas of less than 500 square yards, or irregular areas where inaccessible to slip-form paving equipment, place cement concrete pavement with approved placement and finishing equipment utilizing stationary side forms. Only utilize hand screeding and float finishing on small irregular areas as allowed by Engineer.

B. Concrete Placement: Do not allow pavement edge to deviate from established paving line by more than 1/2-inch at any point. Place concrete as near as possible to final location, and minimize segregation and rehandling. Where hand spreading necessary, distribute concrete using shovels. Do not use rakes or vibrators to distribute concrete.
   1. Pavement: Consolidate all concrete by approved mechanical vibrators operated on front of paving equipment. Use immersion-type vibrators to simultaneously consolidate full width of placement when machine finishing. Keep vibrators from dislodging reinforcement. Use hand-operated vibrators to consolidate concrete in areas inaccessible to machine-mounted vibrators. Do not operate machine-mounted vibrators while paving equipment is stationary. Vibrator operations subject to review.

C. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results to meet/exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results not approved, remove and replace with formed concrete.

D. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement attains 85 percent of 28-day compressive strength.

E. Cold-Weather Placement: Comply with ACI 306.1. Protect concrete Work from physical damage or reduced strength caused by frost, freezing actions, or low temperatures.

1. When air temperature falls to, or is expected to fall below, 40 degrees F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature not less than 50 nor more than 80 degrees F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.

F. Hot-Weather Placement: Place concrete per recommendations in ACI 305R and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 degrees F. Chilled mixing water or chopped ice may be used to control temperature, if water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor option.
2. Cover reinforcement steel with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, reinforcement steel, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.7 CONCRETE FINISHING

A. Finish all concrete pavement with approved self-propelled equipment. Use power-driven spreaders, vibrators, and strike-off, screed, or approved alternate equipment. Use transverse finishing equipment to compact and strike off concrete to required section and grade without surface voids. Use float equipment for final finishing. Use concrete with a consistency to allow completion of all finishing operations without addition of water to surface. Use minimal amount of water fog mist necessary to maintain moist surface. Reduce fogging if float or straightedge operations result in excess slurry.
1. Finished Surface: As soon as concrete hardens sufficiently, test pavement surface in transverse direction with 16-foot straightedge or other specified device. Surface smoothness deviations shall not exceed 1/4-inch from 16-foot straightedge at any location, including placement along and spanning any pavement joint or edge.
a. Mark areas in slab showing high spots more than 1/4-inch but not exceeding 1/2-inch in 16 feet and immediately grind down with approved grinding machine to elevation that falls within tolerance of 1/4-inch or less. Where departure from correct cross section exceeds 1/2-inch, remove and replace pavement at expense of Contractor when Engineer directs.
2. Maintain Surface Moisture: Prevent surface drying of pavement before application of curing system. Accomplish by fog application of evaporation retardant on pavement surface. Apply evaporation retardant at manufacturer-recommended rate. Reapply evaporation retardant as needed to maintain concrete surface in a moist condition until curing system applied. Do not use evaporation retardant as finishing aid. Failure to take acceptable precautions to prevent surface drying of pavement is cause for shut down of pavement operations.

3. Surface Texturing: Perform using combination of carpet drag and metal tining. Complete final texturing before concrete attains initial set. Draw carpet drag longitudinally along pavement surface with carpet contact surface area adjusted to provide a satisfactory coarsely textured surface. Metal-tine texture finish required unless otherwise shown on Plans. Provide metal-tine finish immediately after concrete surface set enough for consistent tining. Operate metal-tine device to obtain grooves spaced at 1 inch, approximately 3/16-inch deep, minimum 1/8-inch depth, and approximately 1/12-inch wide. Do not overlap a previously-tined area. Use manual methods for achieving similar results on ramps and other irregular sections of pavements. Repair damage to edge of slab and joints immediately after texturing. Do not tine pavement to overlay.
   a. Burlap Finish: For sidewalks, drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
   b. Medium-to-Fine-Textured Broom Finish: For curb and gutter, draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
   c. Medium-to-Coarse-Textured Broom Finish: For fillets, driveways, and alleys, provide coarse finish by striating float-finished concrete surface 1/16- to 1/8-inch deep with stiff-bristled broom, perpendicular to line of traffic. Tined Finish: For concrete pavement, perform surface texturing using a combination carpet drag and metal tining. Complete final texturing before concrete attains initial set. Draw carpet drag longitudinally along pavement surface with carpet contact surface area adjusted to provide a satisfactory coarsely-textured surface.
4. Small or Irregular Placements. Where machine placements and finishing concrete pavement not practical, use hand equipment and procedures to produce a consolidated and finished pavement section to line and grade.
5. Emergency Procedures. Use hand-operated equipment for applying texture, evaporation retardant, and cure in event of equipment breakdown.

3.8 CONCRETE PROTECTION AND CURING

A. Curing: Keep concrete pavement surface from drying by water fogging until curing material is applied. If forms removed during day of placement, apply curing compound to exposed areas. When placing concrete pavement, place curing compound on backside of curb. Maintain and promptly repair damage to curing materials on exposed surfaces of concrete pavement continuously at least three curing days unless specified otherwise. A curing day is a 24-hour period when temperature taken in shade away from artificial heat is above 50 degrees F at least 19 hours or surface temperature of concrete is maintained above 40 degrees F, 24 hours. Curing begins when concrete curing system is applied. Stop concrete paving if curing compound not applied promptly and maintained adequately.

B. Protect freshly-placed concrete from excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and follow recommendations in ACI 305R for hot-weather protection during curing. Submit for approval, proposed measures to protect concrete from anticipated freezing weather for first 72 hours after placement. Repair or replace all concrete damaged by freezing.

C. Evaporation Retarder: Apply to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2-pound per square foot by height before and during finishing operations. Apply per manufacturer-written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water disappears from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination:

1. Moisture Curing: Keep surfaces continuously moist no less than seven days with:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape. Curing Compound: After texturing and immediately after free surface moisture disappears, spray concrete surface uniformly with two coats of membrane-curing compound at individual application rate not more than 180 square feet per gallon. Apply first coat within 10 minutes after completing texturing operations. Apply second coat within 30 minutes after completing texturing operations. Before and during application, maintain curing compounds in uniformly-agitated condition, free of settlement. Do not thin or dilute curing compound. Where coating shows discontinuities, other defects, or rain falls on newly-coated surface before film dries enough to resist damage, apply additional compound at same rate of coverage to correct damage. Ensure curing compound coats sides of tining grooves.
3. Curing Class E Concrete: For all Class HES concrete pavement, provide membrane curing per Section 360.4.I.1, "Membrane Curing," followed promptly by moisture curing until opening strength achieved, but not less than 24 hours.

3.9 SAWING JOINTS

A. Saw joints to depth shown on Plans as soon as sawing accomplished without damage to pavement regardless of time of day or weather conditions. Once sawing commences, continue until completed. All such sawing must be completed within 12 hours of placement. Use chalk line, string line, sawing template, or other approved method to provide a true joint alignment. Provide enough saws to match paving production rate to ensure sawing completion at earliest possible time to avoid uncontrolled cracking. Reduce paving production if necessary to ensure timely sawing of joints. Promptly restore membrane cure damaged within first 72 hours of curing.

3.10 PROTECT PAVEMENT AND OPENING TO TRAFFIC

A. Testing for early opening is Contractor responsibility regardless of job-control testing responsibilities unless otherwise shown on Plans or directed. Testing result interpretation for opening to traffic is subject to Engineer approval.

1. Protect Pavement: Erect and maintain barricades and other standard and approved devices to exclude all vehicles and equipment from newly-placed pavement for periods specified. Before opening to traffic, protect pavement from damage due to crossings using approved methods. Where detour not readily available or economically feasible, occasional crossing of roadway with overweight equipment may be permitted for relocating equipment only, but not for hauling material. When occasional crossing of overweight equipment permitted, temporary matting or other approved methods may be required. Maintain adequate supply of sheeting or other material to cover and protect fresh concrete surface from weather damage. Apply as needed to protect pavement surface from weather.
2. Opening Pavement to All Traffic: Pavement 7 days old may be opened to all traffic. Before opening to traffic, clean pavement, place stable material against pavement edges, seal joints, and perform all other traffic safety-related Work.
3. Opening Pavement to Construction Equipment: Unless otherwise shown on Plans, concrete pavement may be opened early to concrete paving equipment and related delivery equipment after concrete is at least 48 hours old and opening strength is demonstrated per "Early Opening to All Traffic," before curing complete. Keep delivery equipment at least 2 feet from edge of concrete pavement. Keep tracks of paving equipment at least 1 foot from pavement edge. Protect textured surfaces from paving equipment. Restore damaged membrane curing as soon as possible. Repair pavement damaged by paving or delivery equipment before opening to all traffic.
4. Early Opening to All Traffic: Concrete pavement may be opened after curing is complete and concrete attains a flexural 450-psi strength or 2,800-psi compressive strength, except that pavement using Class HES concrete may be opened after 24 hours if specified strength achieved.
    a. Strength Testing: Test concrete specimens cured under same conditions as portion of pavement involved.
5. Emergency Opening to Traffic: Under emergency conditions, when pavement is at least 72 hours old, open pavement to traffic when directed in writing. Remove all obstructing materials, place stable material against pavement edges, and perform other Work involved in providing for safety of traffic as required for emergency opening.

3.11 PAVEMENT THICKNESS

A. Engineer will check thickness per Tex-423-A unless other methods shown on Plans. Engineer will perform one thickness test consisting of one reading at the approximate center of each lane every 500 feet or fraction thereof. Core where directed per Tex-424-A to verify deficiencies more than 0.2 inches from plan thickness and determine limits of deficiencies of more than 0.75 inches from plan thickness. Fill core holes using a concrete mixture and method approved by Engineer.
    1. Thickness Deficiencies Greater than 0.2-inch: When any depth test measured per Tex-423-A is deficient more than 0.2-inch from plan thickness, take one 4-inch diameter core at that location to verify measurement. If core is deficient more than 0.2 but not by more than 0.75-inch from plan thickness, take two additional cores from unit (as defined herein) at intervals at least 150 feet, locations selected by Engineer, and determine thickness of unit for payment purposes by average length of three cores. In calculations of average thickness of this unit of pavement, measure in excess of specified thickness more than 0.2-inch considered specified thickness +0.2 inches.

2. Thickness Deficiencies Greater than 0.75-inch: If core is deficient more than 0.75, take additional cores at 10-foot intervals in each direction parallel to centerline to determine boundary of deficient area. Engineer will evaluate any area of pavement found deficient in thickness by more than 0.75-inch but not more than 1 inch. As directed, remove and replace deficient areas without additional compensation or retain deficient areas without compensation. Remove and replace any area of pavement found deficient in thickness by more than 1 inch without additional compensation.
3. Pavement Units for Payment Adjustment: Limits for applying payment adjustment for deficient pavement thickness from 0.20-inch to not more than 0.75 inch, are 500 foot of pavement in each lane. Lane width as shown on typical sections and pavement design standards.
    a. For greater than 0.75-inch deficient thickness, limits for applying zero payment or requiring removal defined by coring or equivalent nondestructive means as Engineer determines. Remaining portion of unit determined less than 0.75-inch deficient subject to payment adjustment based on average core thickness at each end of 10-foot interval investigation as Engineer determines.
    b. Measure shoulders for thickness unless otherwise shown on Plans. Shoulders 6 feet wide or wider considered lanes. Shoulders less than 6 feet wide considered part of adjacent lane.
    c. Limits for applying payment adjustment for deficient pavement thickness for ramps, widenings, acceleration and deceleration lanes, and other miscellaneous areas are 500 feet in length. Ares less than 500 feet in length will be individually evaluated for payment adjustment based on plan area.
4. Deficient Thickness Adjustment: Where average thickness of pavement is deficient in thickness more than 0.2-inch but not more than 0.75 inches, payment made using adjustment factor as specified in Table 2 applied to bid price for deficient area for each unit as defined herein.

Table 2 - DEFICIENT THICKNESS PRICE ADJUSTMENT FACTOR

Deficiency in Thickness Determined by Cores (in.)	Proportional Part of Contract Price Allowed (adjustment factor)
Not deficient	1.00
Over 0.00 through 0.20	1.00
Over 0.20 through 0.30	0.80
Over 0.30 through 0.40	0.72
Over 0.40 through 0.50	0.68
Over 50.0 through 0.75	0.57

3.12 PAVEMENT MARKINGS

A. Permanent pavement markings shall be reflectorized multipolymer applied per manufacturer recommendations including surface preparation.
B. Materials and installation for surface markings shall be per TxDOT Specifications.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: Contractor shall sample materials, perform tests, and submit test reports during concrete placement. Contractor personnel performing testing must be ACI-certified or qualified by recognized equivalent written and performance testing program for tests performed. Sampling and testing for quality control include those specified herein.

B. Job-Control Testing: Unless otherwise shown on Plans, perform all fresh and hardened concrete job-control testing at specified frequency. Using a commercial laboratory is acceptable. Maintain all testing equipment calibrated per pertinent test methods. Make strength-testing equipment available to Engineer for verification testing. Provide Engineer the opportunity to witness all tests. Engineer may require retest if not given opportunity to witness. Furnish copy of all tests results to Engineer daily. Engineer will direct random job-control sampling and testing. Immediately investigate and take corrective action as approved if any Contractor test results, including tests performed for verification purposes, does not meet specification requirements. When job-control testing by Contractor is waived by Plans, Engineer will perform testing; however, this does not waive Contractor responsibility for providing materials and Work per this Item.

C. Job-Control Strength: Unless otherwise shown on Plans or permitted by Engineer, use seven-day job-control strength testing per ASTM C78. When job-control concrete strength test value is more than 10 percent below required job-control strength or three consecutive job-control strength values fall below required job-control strength, investigate strength test procedures, quality of materials, concrete production operations, and other possible problem areas to determine cause. Take necessary action to correct problem, including redesigning concrete mix if needed. Owner may suspend concrete paving if Contractor unable to identify, document, and correct cause of low-strength test values in timely manner. If any job-control strength is more than 15 percent below required job-control strength, Engineer will evaluate structural adequacy of pavements. When directed, remove and replace pavements found structurally inadequate at no additional cost.

D. Testing Services: Performed per the following requirements:

1. Sampling Fresh Concrete: Obtain representative samples of fresh concrete per ASTM C172, except modified for slump to comply with ASTM C94.
2. Flexural and Compressive-Strength Tests: ASTM C78 and C39; one set for each day's pour of each concrete class exceeding five but less than 25 cubic yards, plus one set for each additional 50 cubic yards. Test one specimen at 7 days and two specimens at 28 days. Retain one specimen in reserve for later testing if required. Provide Engineer the opportunity to witness all tests. Engineer may require a retest if not given the opportunity to witness. Furnish a copy of all test results to Engineer daily. Check first few concrete loads for slump, air, and temperature on start-up production days to check for concrete conformance and consistency. Sample and prepare strength test specimens (two specimens per test) on first day of production and each 2,000 square yards or fraction thereof of concrete pavement thereafter. Prepare at least one set of strength-test specimens for each production day. Perform slump, air, and temperature tests each time strength specimens made. Monitor concrete temperature to ensure concrete is consistently within temperature requirements. Engineer will direct random job-control sampling and testing. Immediately investigate and take corrective action as approved if any Contractor test result, including tests performed for verification purposes, does not meet specification requirements.

3. When frequency of testing provide fewer than five strength tests for given class of concrete, test from at least five randomly-selected batches or from each batch if fewer than five are used.
4. Slump: ASTM C143; one test at point of placement for each strength test, but not less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
5. Air Content: ASTM C231, pressure method; one test for each strength test, but not less than one test for each day's pour of each type of air-entrained concrete.
6. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 degrees F and below, 80 degrees F and above, and one test for each set of strength specimens.
7. Test Specimens: ASTM C31; one set of two standard beams and one set of four standard cylinders for each flexural and compressive-strength test, unless otherwise indicated. Flexural strength test specimens cured under same conditions as portion of pavement involved. Molded and stored cylinders for laboratory-cured test specimens unless field-cured test specimens required.

E. Report test results in writing to Engineer and Contractor within 24 hours of testing. Reports of strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design strengths at required time, concrete mix proportions and materials, breaking strengths, and type of break for both 7- and 28-day tests.

F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but not used as sole basis for approval/rejection.

G. Additional Tests: Contractor shall additionally test concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements not met, as Engineer directed. Contractor may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed.

H. Contractor shall pay for failing tests.

I. Questionable Concrete:
1. Concrete considered "Questionable Concrete" with any of these test evaluations:
   a. Individual test strength is below specified strength; or
   b. Samples of concrete for acceptance test cylinders or acceptance test beams not representative of concrete-in-place in pavement; or
   c. Insufficient or inadequate concrete curing; or
   d. Insufficient number of acceptance test cylinders or acceptance test beams for day's concreting made for testing.
   e. In-place core densities, on average, are less than 97 percent of original mix design density, or any one core is below 96 percent original mix design density.
2. Except where core tests impair strength of structure, core test as Owner directs made at no cost to Owner to resolve Questionable Concrete. If core tests fail to demonstrate test strength required by Contract Documents or structural analysis does not confirm adequacy of structure, Owner may, at his discretion, reject Work or require load tests or additional construction. Should structural analysis confirm adequacy of pavement, Owner may, at his discretion, accept concrete with credit for full value of concrete delivered to Site per General Conditions.
3. Contractor shall pay all costs incurred in providing the additional testing or analysis to resolve acceptability of Questionable Concrete.
4. Core Tests

a. Take three representative cores from each member or area of concrete for each test considered questionable. Location of cores as directed by Owner to least impair strength of pavement. Replace damaged cores.
b. Obtain and test cores per ASTM C42 except if concrete in structure will be dry under service conditions, cores shall be air dried (60-80 degrees F, and relative humidity less than 60 percent) for 7 days before test, tested dry. If concrete in structure is more than superficially wet under service conditions, cores shall be immersed in water at least 48 hours and tested wet.

3.14 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements herein.
B. Drill test cores where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.
C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material from construction traffic. Sweep concrete pavement no more than two days before date scheduled for opening section to public traffic.

END OF SECTION

PACKET 8.542 August 27, 2024

City Of Midland

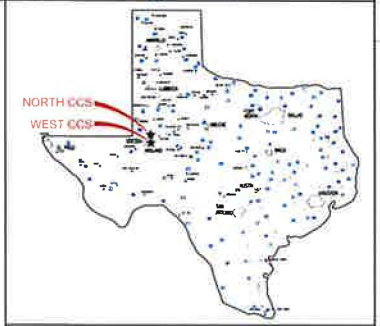
Citizen's Collection Stations

Construction Plans

6400 W. Highway 80

Midland and Martin County, Texas





VICINITY MAP

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City Of Midland

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PROJECT NO.
619121 - WEST
#3019.72 - NORTH

- 02/08/2024 Issue for Proposal

Cover and Sheet Index

G-001

FILE NAME: A:\2021\619121\62_DSGN\01_DWG\619_GENG-001-619121- W_N.dwg LAYOUT NAME: G-001 PRINTED: Tuesday, February 13, 2024 - 2:54pm USER: SHarvey

ABBREVIATIONS

A	
ACC	ACCESSIBLE
AB	ANCHOR BOLT
ACI	AMERICAN CONCRETE INSTITUTE
AD	AREA DRAIN
ADA	AMERICANS WITH DISABILITIES ACT
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
ADDM	ADDENDUM
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
AIA	AMERICAN INSTITUTE OF ARCHITECTS
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ALT	ALTERNATE
ALUM	ALUMINUM
ANOD	ANODIZED
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APA	AMERICAN PLYWOOD ASSOCIATION
APPROX	APPROXIMATE
ARCH	ARCHITECT
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM	AMERICAN SOCIETY OF TESTING MATERIALS
AUTO	AUTOMATIC
AVG	AVERAGE
AWG	AMERICAN WIRE GAGE
AWS	AMERICAN WELDING SOCIETY
A/C	AIR CONDITIONING
B	
BAL	BALANCE
BC	BACK OF CURB
BIA	BRICK INSTITUTE OF AMERICA
BITUM	BITUMINOUS
BL	BUILDING LINE
BLDG	BUILDING
BM	BENCHMARK
BOCA	BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL, INC
BOS	BOTTOM OF STEEL
BOT	BOTTOM (BOTTOM FACE, LAYER SIDE)
B PL	BASE PLATE
BRDG	BRIDGING
BRG	BEARING
BTWN	BETWEEN
BUR	BUILT-UP ROOFING
C	
C	AMERICAN STANDARD CHANNEL (STRUCTURAL SHAPE)
CU FT	CUBIC FOOT
CFICI	CONTRACTOR FURNISHED/CONTRACTOR INSTALLED
CFIOI	CONTRACTOR FURNISHED/OWNER INSTALLED
CG	CORNER GUARD
CI	CAST IRON
CIR	CIRCLE
CIRC	CIRCULAR
CJ	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
cm	CENTIMETER
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECT
CONSTR	CONSTRUCTION
CONT	CONTINUE
CONTR	CONTRACTOR
CRCMF	CIRCUMFERENCE
CSK	COUNTER SUNK
CSI	CONSTRUCTION SPECIFICATIONS INSTITUTE
D	
D	DEPTH
DAT	DATUM
DBL	DOUBLE
DDS	DOUBLE DISPLAY STRIP
DEG	DEGREE
DEMO	DEMOLISH
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIV	DIVIDE
DL	DEAD LOAD
DS	DOWNSPOUT
DWG	DRAWING
E	
E	EAST, MODULUS OF ELASTICITY
EA	EACH
EF	EACH FACE, EXTERIOR FINISH
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
ELEV	ELEVATOR
ENGR	ENGINEER
EQ	EQUAL
EQUIP	EQUIPMENT
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EXIST	EXISTING
EXP	EXPANSION
EXP BT	EXPANSION BOLT
EXT	EXTERIOR
F	
FD	FLOOR DRAIN
FDTN	FOUNDATION
FEB	FIRE EXTINGUISHER & BRACKET
FEC	FIRE EXTINGUISHER & CABINET
FF EL	FINISH FLOOR ELEVATION
FIN FLR	FINISH FLOOR
FIN	FINISH(ED)
FOC	FACE OF CONCRETE, FACE OF CURB
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FRTW	FIRE RETARDANT TREATED WOOD
FS	FAR SIDE (FACE, LAYER)
FT	FOOT
FTG	FOOTING
FURG	FURRING
G	
GA	GAGE
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GOVT	GOVERNMENT
GYP BD	GYPSUM BOARD
GYP	GYPSUM
H	
HDBD	HARDBOARD
HDWD	HARDWOOD
HDW	HARDWARE
HEX	HEXAGON(AL)
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HEAT PUMP
HS	HIGH STRENGTH
HT	HEIGHT
HVAC	HEATING VENTILATION AND AIR CONDITIONING
I	
I	MOMENT OF INERTIA
IBC	INTERNATIONAL BUILDING CODE
ID	INSIDE DIAMETER
IF	INSIDE FACE
INCL	INCLUDE(D)(ING)(SIVE)
INS	INSULATION
INT	INTERIOR
INV	INVERT(ED)
J	
JAN	JANITOR
K	
NOT USED	
L	
l	LITER
L	ANGLE
LB	POUND
LH	LEFT HAND
LL	LIVE LOAD
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LT	LIGHT
LT WT	LIGHT WEIGHT
M	
MAU	MAKE UP AIR UNIT(S)
m	METER(S)
MATL	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MCJ	MASONRY CONTROL JOINT
MECH	MECHANIC(AL)
MFG	MANUFACTURING
MFR	MANUFACTURER
MIL STD	MILITARY STANDARD
MIN	MINIMUM
MISC	MISCELLANEOUS
mm	MILLIMETER
MO	MASONRY OPENING
MOD	MODIFY
MT	METAL THRESHOLD
MTL	METAL
MLWK	MILLWORK
N	
N	NORTH
NA	NOT APPLICABLE
NAT	NATURAL
NBS	NATIONAL BUREAU OF STANDARDS
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NOM	NOMINAL
NRC	NOISE REDUCTION COEFFICIENT
NS	NEAR SIDE (FACE)
NTS	NOT TO SCALE
O	
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OFD	OVERFLOW DRAIN
OFCI	OWNER FURNISHED/CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED/OWNER INSTALLED
OH DR	OVERHEAD DOOR
OPNG	OPENING
OPH	OPPOSITE HAND
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
Oz	OUNCE
P	
PAR	PARALLEL
PCA	PORTLAND CEMENT ASSOCIATION
PCF	POUNDS PER CUBIC FOOT
PCI	PRESTRESSED CONCRETE INSTITUTE
PERF	PERFORATE(D)
PERP	PERPENDICULAR
PL	PROPERTY LINE
PLAM	PLASTIC LAMINATE
PLF	POUNDS PER LINEAL FOOT
PR	PAIR
PREFAB	PREFABRICATE
PREFIN	PREFINISH
PRELIM	PRELIMINARY
PROJ	PROJECT
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PBD	PARTICLE BOARD
PTD	PAPER TOWEL DISPENSER
PTDWR	PAPER TOWEL DISPENSER & WASTER RECEPTACLE
PVC	POLYVINYL CHLORIDE
PLWD	PLYWOOD
PVG	PAVING
Q	
QC	QUALITY CONTROL
QTY	QUANTITY
R	
R	RADIUS
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
REF	REFERENCE
REFL	REFLECT
REINF	REINFORCE
REQD	REQUIRED
REV	REVISION
RH	RIGHT HAND(ED)
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RTU	ROOF TOP UNIT
S	
S	SOUTH
SBCCI	SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL
SCHED	SCHEDULE
SD	SOAP DISPENSER
SDI	STEEL DOOR INSTITUTE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SJI	STEEL JOIST INSTITUTE
SPEC	SPECIFICATION
SP	SOLID PLASTIC
SST	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
SYMM	SYMMETRICAL
T	
TRD	TREAD
TAN	TANGENT
TEMP	TEMPORARY
TFF	TOP OF FINISH FLOOR
THK	THICKNESS
TLT	TOILET
TMH	TOP OF MANHOLE
TOB	TOP OF BEAM
TOC	TOP OF CURB
TOF	TOP OF FOOTING
TOG	TOP OF GRADE
TOJ	TOP OF JOIST
TOL	TOLERANCE
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TTD	TOILET TISSUE DISPENSER
TRANS	TRANSPARENT
TRTD	TREATED
TS	TUBE STEEL
TYP	TYPICAL
T&G	TONGUE AND GROOVE
U	
UBC	UNIFORM BUILDING CODE
UL	UNDERWRITERS LABORATORIES, INC
ULT	ULTIMATE
UNO	UNLESS NOTED OTHERWISE
UON	UNLESS OTHERWISE NOTED
V	
VAR	VARIES
VERT	VERTICAL
W	
W	WEST
WLD	WELDED
WP	WORK POINT
WWF	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
W/W	WALL TO WALL
X	
XFMR	TRANSFORMER
Y	
NOT USED	
Z	
NOT USED	

GENERAL DRAWING LEGEND

ROOM NAME
0000
ROOM NAME
ROOM NUMBER

00
FURNISHINGS/EQUIPMENT

#
KEY NOTE

#
KEY DEMOLITION NOTE

REVISION

10
STRUCTURAL COLUMN LINE

DATUM ELEVATION (EXISTING)

DATUM ELEVATION (NEW)

BREAK LINE

℄
CENTER LINE

MATCHLINE/DIVIDE LINE

NOT IN SCOPE

NEW DOOR

EXISTING DOOR

PLAN NORTH ARROW

TRUE NORTH

PLAN NORTH

XX/XXXX
ELEVATION MARK

XX
XXXX
SECTION MARK

XX/XXXX

XX/XXXX
PLAN DETAIL MARK

A1
TITLE
DRAWING TITLE

SHEET NUMBER WHERE REFERENCED
REFERENCE NUMBER

SHEET IDENTIFICATION FORMAT

AANNN

DISCIPLINE DESIGNATOR

SHEET TYPE DESIGNATOR (SEE BELOW)

SHEET SEQUENCE NUMBER

SHEET TYPE DESIGNATORS

0	GENERAL (COVER SHEETS, INDEX, SYMBOLS LEGEND, NOTES, ETC.)
1	PLANS (HORIZONTAL VIEWS)
2	ELEVATIONS (VERTICAL VIEWS)
3	SECTIONS (SECTIONAL VIEWS)
4	LARGE SCALE VIEWS (ENLARGED PLANS, ELEVATIONS, OR SECTIONS THAT ARE NOT DETAILS)
5	DETAILS
6	SCHEDULES AND DIAGRAMS
7	USER DEFINED (FOR TYPES THAT DO NOT FALL IN OTHER CATEGORIES)
8	USER DEFINED (FOR TYPES THAT DO NOT FALL IN OTHER CATEGORIES)
9	3D REPRESENTATIONS (ISOMETRICS, PERSPECTIVES, PHOTOGRAPHS)

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STATE OF TEXAS

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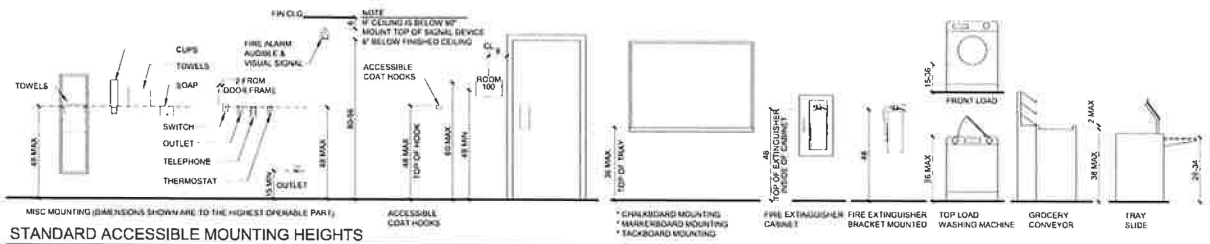
PROJECT NO.
5119.21 - WEST
-0015.22 - NORTH

1	02/08/2024	Issue for Proposal
#	DATE	DESCRIPTION

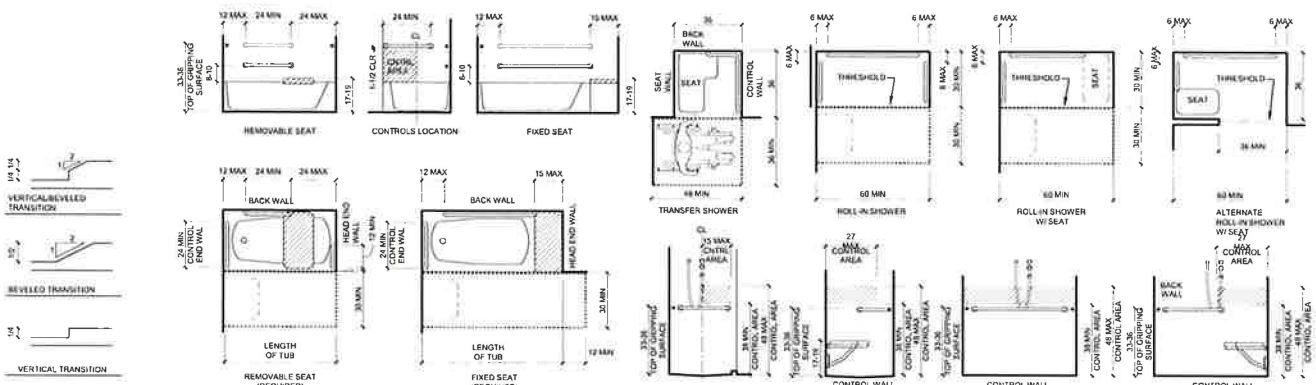
Symbols, Legends & Abbreviations

G-011

PACKET 8.544 August 27, 2024

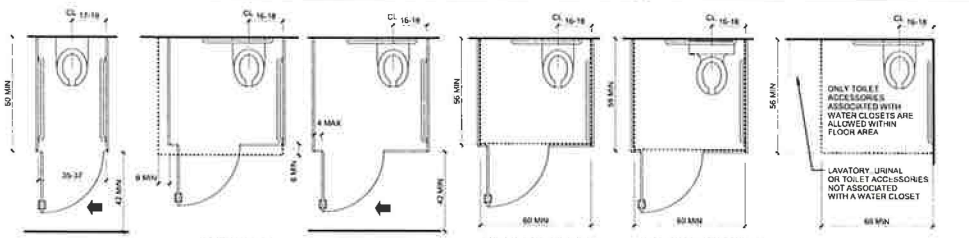


STANDARD ACCESSIBLE MOUNTING HEIGHTS

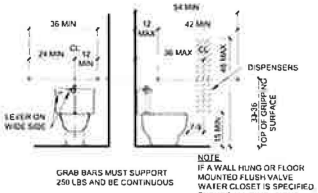


CHANGES IN LEVEL TUBS SHOWERS

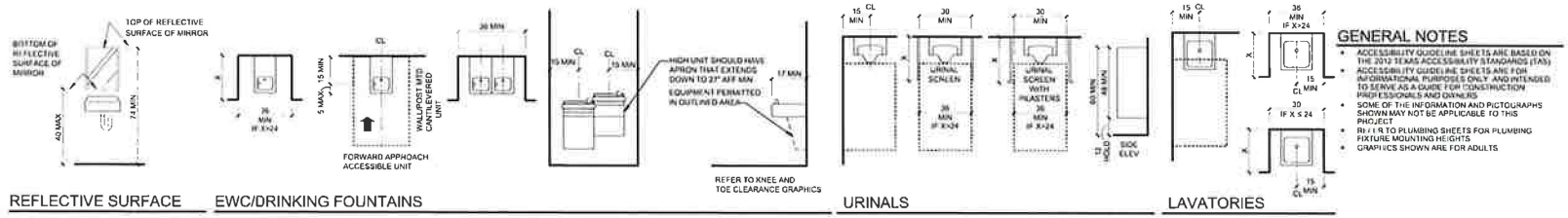
NOTE: REFER TO "CHANGES IN LEVEL" DETAILS FOR SHOWER THRESHOLDS



TYPICAL TOILET STALLS



TYPICAL WATER CLOSETS



REFLECTIVE SURFACE EWC/DRINKING FOUNTAINS URINALS LAVATORIES

GENERAL NOTES

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REGISTERED ARCHITECT STATE OF TEXAS

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PROJECT NO.
6119.21 - WEST
6013.22 - NORTH

#	DATE	DESCRIPTION
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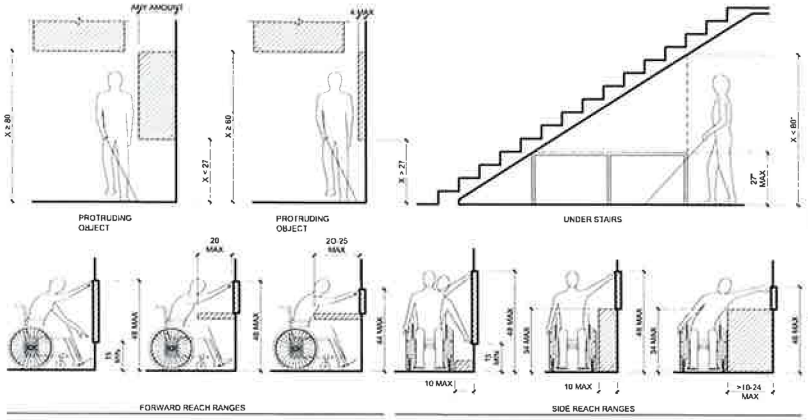
Accessibility Standards

G-021

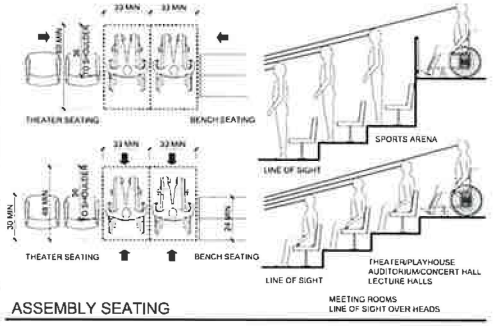


EXAMPLE SIGNAGE - SEE STANDARD ACCESSIBLE MOUNTING HEIGHT

REFER TO SIGNAGE PACKAGE OR DETAILS FOR ACTUAL SIGNAGE SPECIFIED

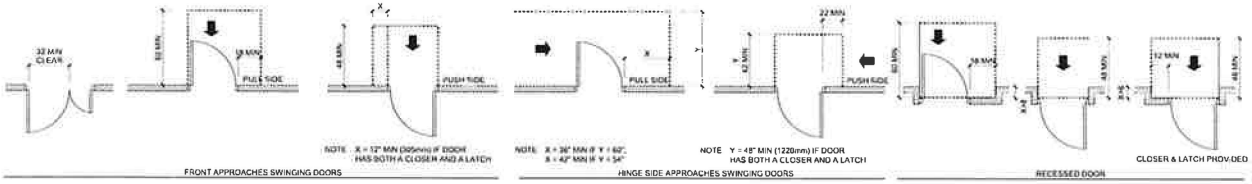


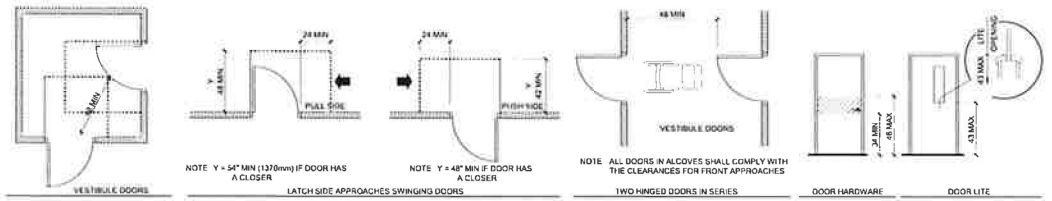
PROTRUDING OBJECT PROTECTION/REACH RANGES



ASSEMBLY SEATING

CHILDREN'S MOUNTING HEIGHTS & REACH RANGES	AGES 3 AND 4	AGES 5 THROUGH 8	AGES 9 THROUGH 12
REACH RANGES			
HIGH	36	40	44
LOW	20	18	16
RAMPS AND STAIRS			
TOP OF HANDRAIL GRIPPING SURFACE	28 MAX	28 MAX	28 MAX
WATER CLOSETS			
WATER CLOSET CENTERLINE	12	12-15	15-18
GRAB BARS	18-20	20-25	25-27
DISPENSER HEIGHT	14	14-17	17-19
FIXED OR BUILT-IN SEATING AND TABLES, READING AND STUDY AREAS, AND WORK STATIONS	AGES 5 & YOUNGER	AGES 6-12	
HEIGHT OF TABLES OR COUNTERS	PARALLEL APPROACH ALLOWED	26-30 MAX	
KNEE CLEARANCE		24 MIN	





TYPICAL DOOR CLEARANCES

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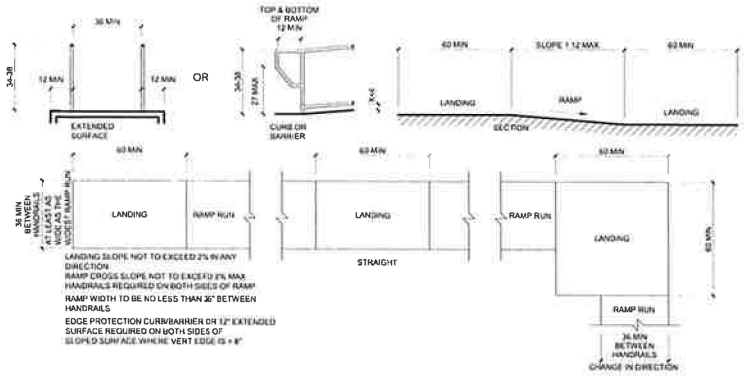
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PROJECT NO.
6172.21 - WEST
60015.22 - NORTH

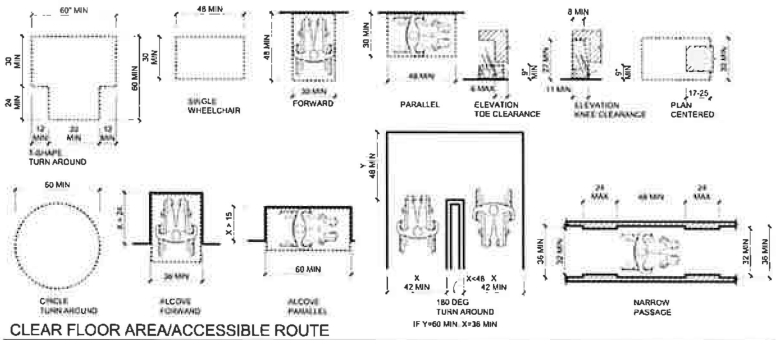
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Accessibility Standards

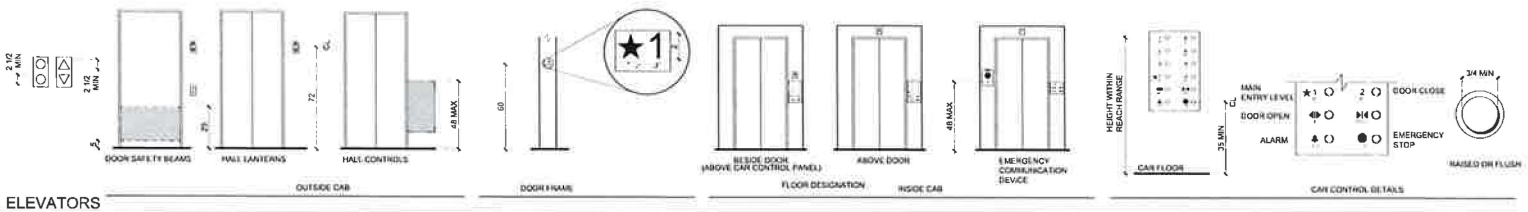
G-022



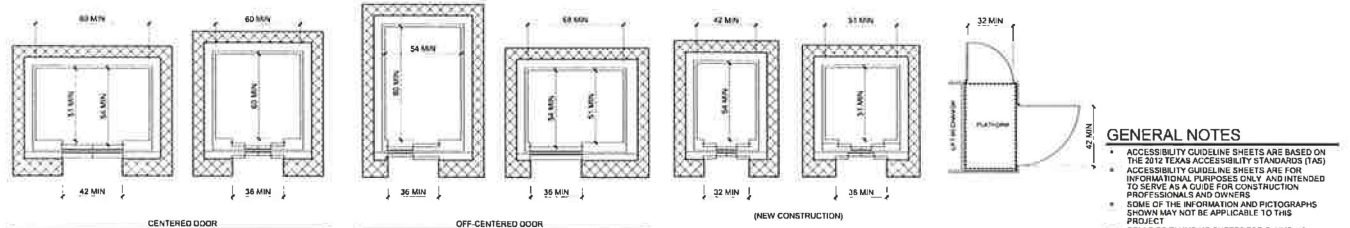
ACCESSIBLE RAMP



CLEAR FLOOR AREA/ACCESSIBLE ROUTE



ELEVATORS



ELEVATORS

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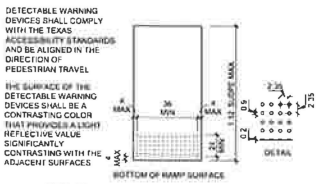
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	02/08/2024	Issue for Proposal

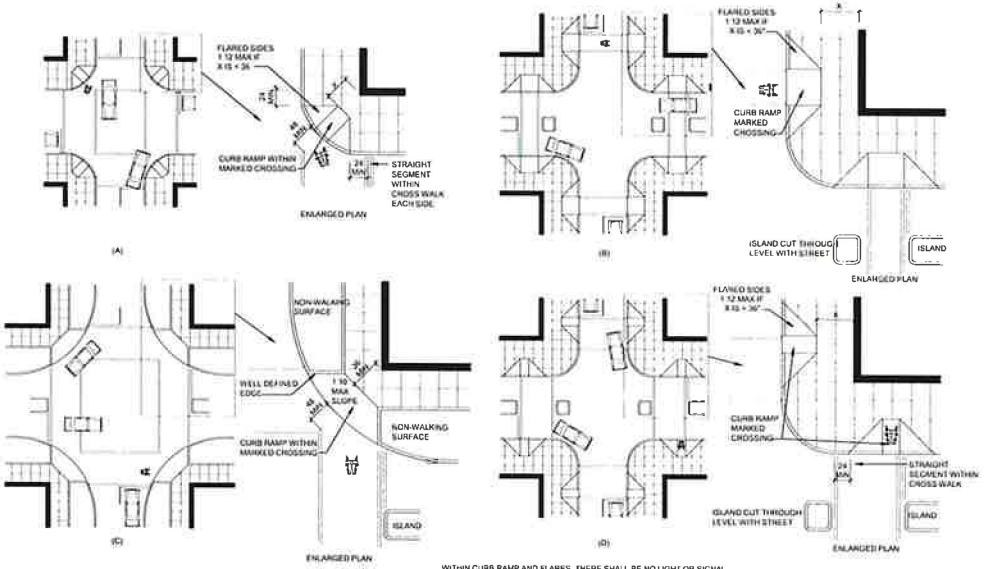
Accessibility Standards

G-023

PACKET 8.547 August 27, 2024

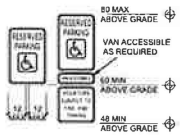


CURB RAMPS

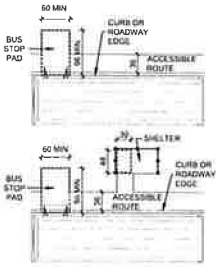


CURB RAMPS AT MARKED CROSSINGS

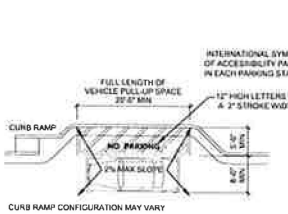
WITHIN CURB RAMP AND FLARES, THERE SHALL BE NO LIGHT OR SIGNAL POLES, SIGNAL BOXES, VALVE BOX COVERS, OR THE LIKE



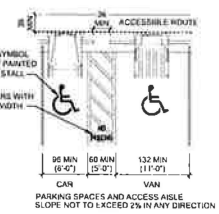
ACCESSIBLE PARKING SIGNAGE



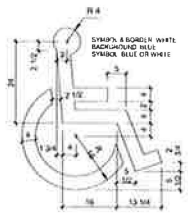
BUS STOPS



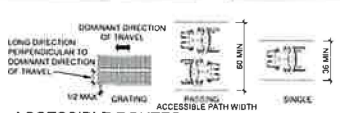
PASSENGER LOADING ZONE



PARKING SPACES



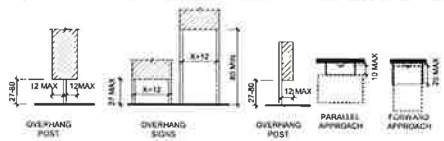
ACCESSIBILITY SYMBOL



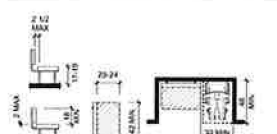
ACCESSIBLE ROUTES



ACCESSIBLE ROUTE FROM PARKING



PROTRUDING OBJECTS/TELEPHONES



ACCESSIBLE SEATING

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PROJECT NO.
61512 1 - WEST
61512 2 - NORTH

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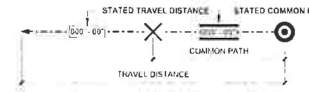
G-024

PACKET 8.548 August 27, 2024

LEGEND

EXIT — EGRESS EXIT REQUIRED

EGRESS PATH, TRAVEL DISTANCE AND COMMON PATH



ABBREVIATIONS

200'	DISTANCE BETWEEN EXITS
EW=36"	EXIT WIDTH PROVIDED AT SPECIFIC EXIT
GSF	GROSS SQUARE FOOT
NSF	NET SQUARE FOOT
FEC	FIRE EXTINGUISHER CABINET
TD	TRAVEL DISTANCE
CPOT	COMMON PATH OF TRAVEL
(M)DBE	(MINIMUM) DISTANCE BETWEEN EXITS
OL	OCCUPANT LOAD
	TOTAL FLOOR AREA (SF)
	FUNCTION OF SPACE (TABLE 1004.1.2)
	CALCULATED OCCUPANT LOAD OF SPACE
	EGRESS WIDTH FACTOR (SECTION 1005.3.1 FOR STAIRS, 1005.3.2 FOR OTHERS)
	MINIMUM EGRESS WIDTH REQUIRED (INCHES)
	EGRESS WIDTH PROVIDED (INCHES)
	NUMBER OF EXITS (IF MORE THAN 1)
	FLOOR AREA (SF) PER OCCUPANT (TABLE 1004.1.2)
	CALCULATED OCCUPANT LOAD
	EGRESS WIDTH FACTOR (SECTION 1005.3.1 FOR STAIRS, 1005.3.2 FOR OTHERS)
	EGRESS WIDTH PROVIDED (INCHES)
	MINIMUM EGRESS WIDTH REQUIRED (INCHES)

OCCUPANT LOAD TABLE (2018, 2021)

FUNCTION OF SPACE (1004.5)	OCC PER SF
ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS
AGRICULTURE BUILDING	300 GROSS
AIRCRAFT HANGAR	500 GROSS
AIRPORT TERMINAL	
BAGGAGE CLAIM	20 GROSS
BAGGAGE HANDLING	300 GROSS
CONCOURSE	100 GROSS
WAITING AREAS	15 GROSS
ASSEMBLY	
GAMING FLOORS (KENO, SLOTS, ETC.)	11 GROSS
EXHIBIT GALLERY AND MUSEUM	30 NET
ASSEMBLY W/ FIXED SEATS	SEE SECTION 1004.8
ASSEMBLY W/O FIXED SEATS	
CONCENTRATED (CHAIRS ONLY-NOT FIXED)	7 NET
STANDING SPACE	5 NET
UNCONCENTRATED (TABLES AND CHAIRS)	15 NET
BOWLING CENTERS, ALLOW 5 PERSONS FOR EACH LANE INCLUDING 15 FEET OF RUNWAY, AND FOR ADDITIONAL AREAS	7 NET
BUSINESS AREAS	150 GROSS
CONCENTRATED BUSINESS USE AREA	SEE SECTION 1004.8
COURT ROOMS-OTHER THAN FIXED SEATING AREAS	40 NET
DAY CARE	35 NET
DORMITORIES	50 GROSS
EDUCATIONAL	
CLASSROOM AREA	20 NET
SHOPS AND OTHER VOCATIONAL ROOM AREAS	50 NET
EXERCISE ROOMS	50 GROSS
H-5 FABRICATION AND MANUFACTURING AREAS	200 GROSS
INDUSTRIAL	100 GROSS
INSTITUTIONAL AREAS	
INPATIENT TREATMENT AREAS	240 GROSS
OUTPATIENT AREAS	100 GROSS
SLEEPING AREAS	120 GROSS
KITCHENS, COMMERCIAL	200 GROSS
LIBRARY	
READING ROOM	50 NET
STACK AREA	100 GROSS
LOCKER ROOMS	50 GROSS
MALL BUILDINGS - COVERED AND OPEN	SEE SECTION 402.8.2
MERCANTILE	
AREAS ON OTHER FLOORS	60 GROSS
STORAGE, STOCK, SHIPPING AREAS	300 GROSS
PARKING GARAGES	200 GROSS
RESIDENTIAL	200 GROSS
SKATING RINKS, SWIMMING POOLS	
RINK AND POOL	50 GROSS
DECKS	15 GROSS
STAGES AND PLATFORMS	15 NET
WAREHOUSES	500 GROSS

GENERAL CONSTRUCTION INFORMATION

APPLICABLE CODES:

BUILDING	IBC 2018
PLUMBING	IPC 2018
MECHANICAL	IMC 2018
ELECTRICAL	NEC 2017
FIRE	IFC 2015
ENERGY	IECC 2015
ACCESSIBILITY	2010 TAS
OTHER	

PLUMBING FIXTURE RQMTS - IPC

IPC 2018 - TABLE 403.1

BUSINESS OCCUPATION LOAD = 7
STORAGE OCCUPATION LOAD = 8

	WATER CLOSETS		LAVATORIES		DRINK FOUNT	SERVICE SINK
	MALE	FEMALE	MALE	FEMALE		
BUS	0.16	0.16	0.1	0.1	0.07	1
STRGE	0.04	0.04	0.04	0.04	0.06	1
TOTAL REQ'D	1	1	1	1		1
PROVID	1	1	1	1		1

GENERAL NOTES

1. UL ASSEMBLIES INDICATED ESTABLISH BASIS PERFORMANCE. OTHER ASSEMBLIES MAY BE CONSIDERED AT DISCRETION OF ARCHITECT IF EQUIVALENT PERFORMANCE IS PROVIDED. SUBSTITUTION PROPOSALS SHALL INCLUDE CHANGES REQUIRED TO COMPONENTS OF ASSEMBLY.
2. RATED ASSEMBLIES TO BE IDENTIFIED ABOVE CEILING AS REQUIRED BY LOCAL CODE AND THE AHJ.
3. FIRE EXTINGUISHERS. (IFC SECTION 906 AND NFPA 10, CHAPTER 6 AND TABLE 6.2.1.1)
   - A. BUSINESS OCCUPANCY
     - a. CLASS A - LIGHT HAZARD OCCUPANCY
     - b. MAXIMUM FLOOR AREA FOR UNIT = 11,250 SF
     - c. MAXIMUM TRAVEL DISTANCE TO EXTINGUISHER = 75 FT.

BUILDING ENVELOPE REQUIREMENTS

CLIMATE ZONE: 3B

BUILDING ENVELOPE OPAQUE ELEMENTS

ROOFS	
INSULATION ENTIRELY ABOVE ROOF DECK	R-20ci
METAL BUILDINGS	R-19 + R-11LS
ATTIC AND OTHER	R-38
WALLS, ABOVE GRADE	
MASS	R-7.6ci
METAL BUILDINGS	R-13 + R-13.0ci
METAL FRAMED	R-13 + R-7.5ci
WOOD FRAMED AND OTHER	R-13 + R-3.8ci OR R-20
WALLS, BELOW GRADE	
BELOW-GRADE WALL	R-N
FLOORS	
MASS	R-10.0ci
JOISTS/FRAMING	R-30
SLAB ON GRADE FLOORS	
UNHEATED SLABS	R-N
HEATED SLABS	R-10 FOR 24" BELOW
OPAQUE DOORS	
NONSWINGING	U-0.70

NOTES
1. "CI" REPRESENTS CONTINUOUS INSULATION
2. OPAQUE DOOR REPRESENTS DOORS HAVING LESS THAN 50% GLASS AREA

BUILDING ENVELOPE FENESTRATION

VERTICAL FENESTRATION		
U-FACTOR		
FIXED FENESTRATION	U-0.46	
OPERABLE FENESTRATION	U-0.60	
ENTRANCE DOORS	U-0.77	
SHGC		
ORIENTATION	SEW	N
PF < 0.2	0.25	0.33
0.2 ≤ PF < 0.5	0.40	0.37
PF ≥ 0.5	0.44	0.40
SKYLIGHTS		
U-FACTOR	U-0.55	
SHGC	0.30	

FIRE PROTECTION RQMTS (TAB 601)

CONSTRUCTION TYPE: TYPE II-B
AUTOMATIC FIRE SPRINKLER SYSTEM: NO

BUILDING ELEMENT PROTECTION	
PRIMARY STRUCTURAL FRAME (SEE SECTION 202)	0 HOUR(S)
BEARING WALLS	
EXTERIOR	0 HOUR(S)
INTERIOR	0 HOUR(S)
NONBEARING WALLS AND PARTITIONS (TABLE 602)	
EXTERIOR	NON-RATED
NONBEARING WALLS AND PARTITIONS	
INTERIOR	0 HOUR(S)
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS (SEE SECTION 202)	0 HOUR(S)
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS (SEE SECTION 202)	0 HOUR(S)

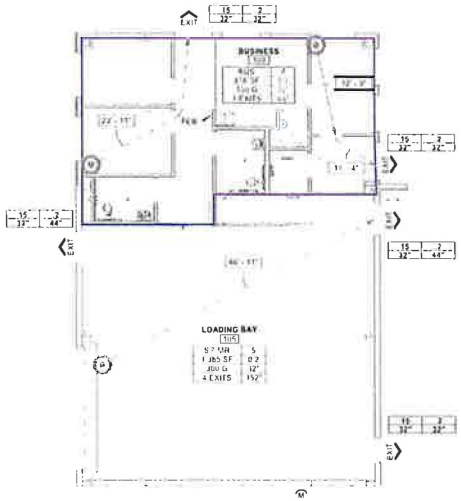
PERIMETER CONTAINMENT	
METAL STUD FLY WY	SYSTEM
METAL STUD BEARING	SYSTEM
CURTAINWALL	SYSTEM
STOREFRONT	SYSTEM

EGRESS

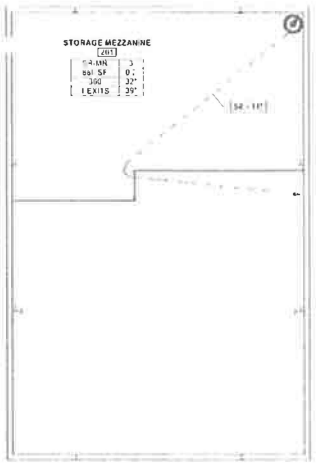
TOTAL OCCUPANT LOAD FOR THE BUILDING	15
TOTAL OCCUPANT LOAD EGRESS WILL ACCOMMODATE	APP
REQUIRED CAPACITY BASED ON OCCUPANT LOAD (IN)	
1.5 × 0.3 (SECTION 1005.3.1 STAIRWAYS)	4.5 INCHES
1.5 × 0.2 (SECTION 1005.3.2 OTHER EGRESS COMPONENTS)	3 INCHES
PROVIDED CAPACITY (INCHES)	
STAIRWAYS	36 INCHES
OTHER EGRESS COMPONENTS	144 INCHES

MAXIMUM ALLOWABLE TRAVEL DISTANCE	125 FEET
LONGEST TRAVEL DISTANCE	94 FEET
MAXIMUM DEAD END LIMIT	20 FEET
MAXIMUM DEAD END LIMIT PROVIDED	0 FEET
COMMON PATH OF EGRESS TRAVEL	100 FEET
COMMON PATH OF EGRESS TRAVEL PROVIDED	72.25 FEET
TWO EXITS REQUIRED WHERE OCCUPANT LOAD EXCEEDS	50

MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD	
1-500	2 EXITS
501-1000	3 EXITS
MORE THAN 1000	4 EXITS



A1 FIRST FLOOR - LIFE SAFETY PLAN
1/8" = 1'-0"



A2 MEZZANINE FLOOR - LIFE SAFETY PLAN
1/8" = 1'-0"

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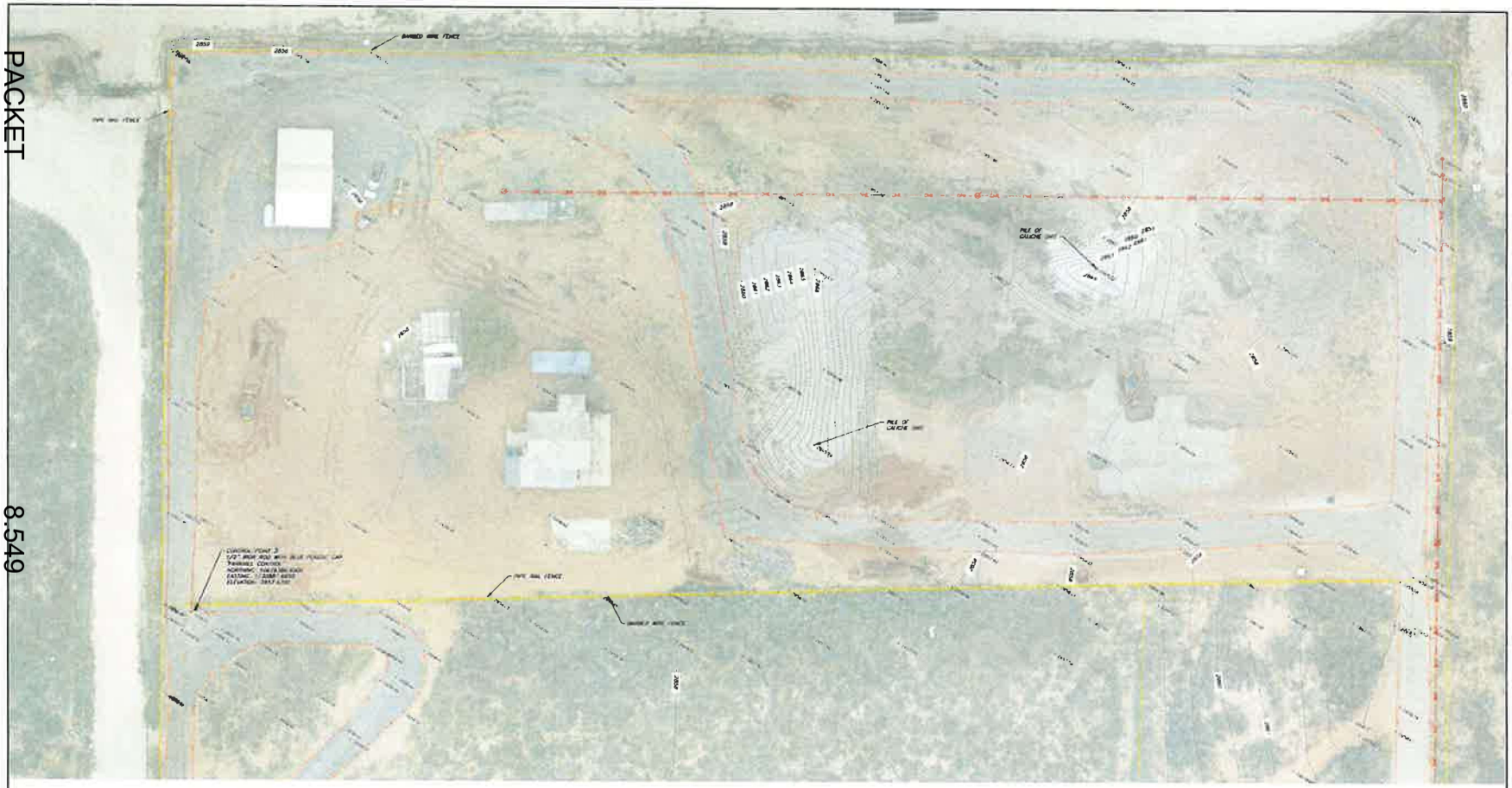
CLIENT
City of Midland
300 North Loraine
Midland, TX

PROJECT No.
6119.21 - WEST
40013.22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

Code Information

G-101



N

SCALE 1" = 30'

AERIAL IMAGERY SHOWN ON THIS PLAT WAS CAPTURED BY PARKHILL ON DECEMBER 21, 2022 AND WAS TIED TO THE GROUND CONTROL POINTS BASED ON THE SURVEY. IT IS SHOWN FOR CONTEXT AND SHOULD NOT REPLACE THE FIELD MEASUREMENTS OF PHYSICAL IMPROVEMENTS.

SURVEY CONTROL POINTS				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CONTROL POINT 1	10,876,989.55	1,731,887.89	2,857.87	CP 1/2 IRSC YPC CONTROL
2	10,880,125.24	1,729,865.18	2,858.24	CP 1/2 IRSC YPC CONTROL

TEXAS COORDINATE SYSTEM OF 1983 (NAD83), TEXAS CENTRAL ZONE, ELEVATIONS ARE BASED ON NAVD88

LEGEND

- TRANSFORMER POLE
- POWER POLE
- GUY POLE
- DOWN GUY
- CONTROL POINT
- GAS LINE
- POWER OVERHEAD
- ASPHALT PAVEMENT
- BARBED WIRE FENCE
- PIPE RAIL FENCE
- 1' CONTOUR LINE



VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S REPORT

A. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, NAD83.
COMBINED SCALE FACTOR: 0.99988768
B. DISTANCES REPORTED HEREON ARE AT GRID.
C. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE FROM GRID DISTANCES.
D. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. THERE MAY BE EASEMENTS OR OTHER ENCUMBRANCES AFFECTING THE PROPERTY WHICH ARE UNKNOWN TO THE UNDERSIGNED.
E. LOCATION OF UNDERGROUND UTILITIES ARE DETERMINED FROM SURFACE EVIDENCE AND/OR REPORTED LOCATION AND MAY OR MAY NOT CORRECTLY INDICATE THE ACTUAL LOCATION OF EXISTENCE OF THOSE UTILITIES. UTILITY REPORTS WERE NOT MADE TO STAKE ALL ADDITIONAL UTILITIES MAY EXIST WHICH THIS SURVEY DOES NOT INDICATE.
F. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
G. THIS IS NOT A BOUNDARY SURVEY.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND CONFORMS TO, ON JANUARY 6, 2023, NO WARRANTY IS MADE OR INTENDED, OR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

FRANKLIN LEAMONS
R.P.L.S. 6689

JUNE 13, 2023
DATE

Parkhill

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Citizen Collection Stations

City Of Midland

MIDLAND
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CLIENT
City of Midland, Texas

300 N. Loraine
Midland, TX

PROJECT NO.
611821 - WEST
60515.22 - NORTH

#	DATE	DESCRIPTION
1	10.13.2023	Issue for Proposal

Topographic Survey

V-001

FILE NAME: W:\Sections\Public Works - Surveying\Landscape Architecture\MIDLAND COUNTY\Midland Citizen Collection Center West\07-CAD\FALTOPO SURVEY 6-13-23 DS_611821_MID_WEST_CCS.dwg LAYOUT NAME: V-001 PRINTED: Tuesday, June 13, 2023 - 11:08am USER: fleamons

FILE NAME: W:\Secrets\Public Works - Surveying\GL Jimmy\MARTIN COUNTY\04 0015 22 Midland Citizen Collection Center\07-CAD\FAL\2023-01-17_PARKHILL_SURVEY_FILESDS_40015322_WID_CCS_NORTH.dwg LAYOUT NAME: V-002 PRINTED: Tuesday, June 13, 2023 - 10:15am USER: Ramons





VICINITY MAP
(NOT TO SCALE)



LEGEND:

TRACT/PROPERTY LINES
SECTION LINE
EASEMENT LINE
1' CONTOUR LINE

SURVEYOR'S REPORT

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD83
CONVERGENCE ANGLE = 1°37'42.63"
COMBINED SCALE FACTOR: 0.99982084
2. DISTANCES REPORTED HEREON ARE AT GRID.
3. AREAS REPORTED HEREON ARE BASED ON CALCULATIONS MADE FROM GRID MEASUREMENTS.
4. THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. THERE MAY BE EASEMENTS, RESTRICTIONS, AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON.
5. LOCATION OF UNDERGROUND UTILITIES ARE DETERMINED FROM SURFACE EVIDENCE AND/OR REPORTED LOCATIONS AND MAY OR MAY NOT CORRECTLY INDICATE THE ACTUAL LOCATION OF UNDERGROUND UTILITIES. IF UTILITY REQUESTS WERE NOT MADE, TEXAS 811 ADDITIONAL UTILITIES MAY EXIST WHICH THIS SURVEY DOES NOT INDICATE.
6. THIS PLAT IS INVALID UNLESS IT BEARS THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE.
7. THIS IS NOT A BOUNDARY SURVEY.

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT AS SHOWN HEREON WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION AND COMPLETED ON SEPTEMBER 27, 2022; NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.

Franklin Leamons — JUNE 13, 2023
FRANKLIN LEAMONS — DATE
R.P.L.S. 6880

Section 1, Block 39, T1S
T.&P. RR. Co. Survey
Abstract No. 314

SURVEY CONTROL POINTS

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	8,736,538.46	854,788.13	2,852.27	CP 1/2 #5RC CONTROL
2	8,741,110.84	857,430.71	2,843.26	CP 1/2 #5RC #5C CONTROL
3	8,736,051.12	854,838.23	2,851.71	CP 1/2 #5RC #5C CONTROL

TEXAS COORDINATE SYSTEM OF 1983 (NAD83) TEXAS NORTH CENTRAL 4202, ELEVATIONS ARE BASED ON NAVD88

ACTUAL IMAGERY SHOWN ON THIS PLAT WAS CAPTURED BY PARKHILL ON DECEMBER 21, 2022 AND WAS TIED TO THE GROUND CONTROL POINTS BASED ON THE SURVEY. IT IS SHOWN FOR CONTEXT AND SHOULD NOT REPLACE THE FIELD MEASUREMENTS OF PHYSICAL IMPROVEMENTS.

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Citizen Collection Stations

City Of Midland

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City of Midland, Texas

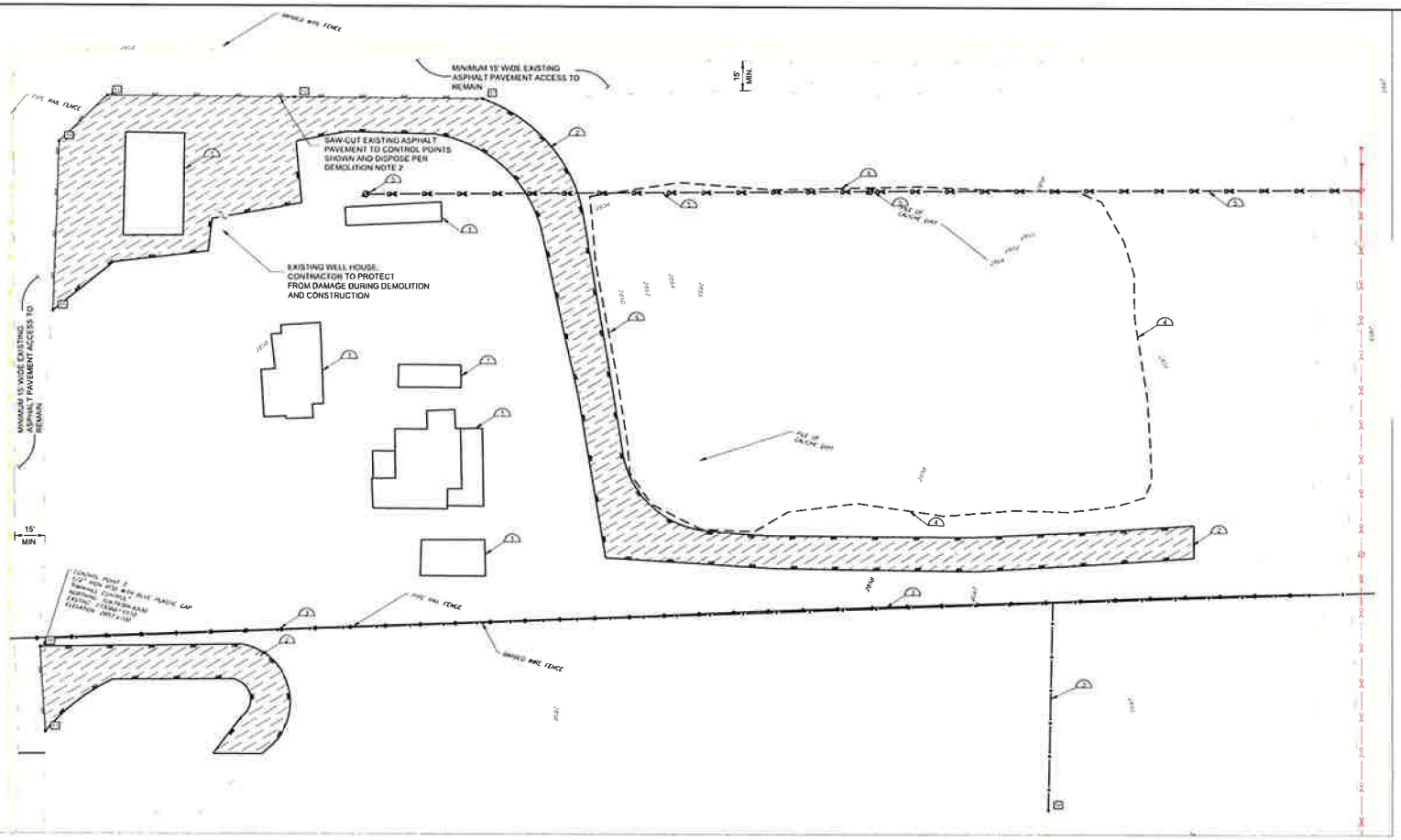
300 N. Loraine
Midland, TX

PROJECT NO.
61B121 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
-	10.11.2023	Issue for Proposal

Topographic Survey

V-002



CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
11	10680681.73	1730021.57	2857.13	SAW-CUT EDGE
12	10680657.06	1728822.95	2857.21	SAW-CUT EDGE
13	10680632.39	1728824.34	2857.30	SAW-CUT EDGE
14	10680601.88	1729805.34	2857.21	SAW-CUT EDGE
15	10680512.22	1728824.60	2857.56	SAW-CUT EDGE
16	10680333.08	1728863.05	2858.01	SAW-CUT EDGE
17	10680288.86	1729877.19	2858.30	SAW-CUT EDGE
18	10680383.13	1730415.11	2857.58	FENCE LIMIT

DEMOLITION NOTES

REMOVE AND DISPOSE EXISTING CONSTRUCTION AS INDICATED BY (#)

1. BUILDINGS, CONCRETE AND MISCELLANEOUS APPURTENANCES
2. ASPHALT PAVEMENT
3. FENCING, BARB WIRE AND PIPE RAIL
4. STOCKPILE
5. OVERHEAD ELECTRIC LINE AND POLES

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Citizen Collection Stations

City Of Midland

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CLIENT
City of Midland, Texas

300 N. Loraine
Midland, TX

PROJECT NO
611021 - WEST
49015.22 - NORTH

#	DATE	DESCRIPTION
-	02/09/2024	Issue for Proposal

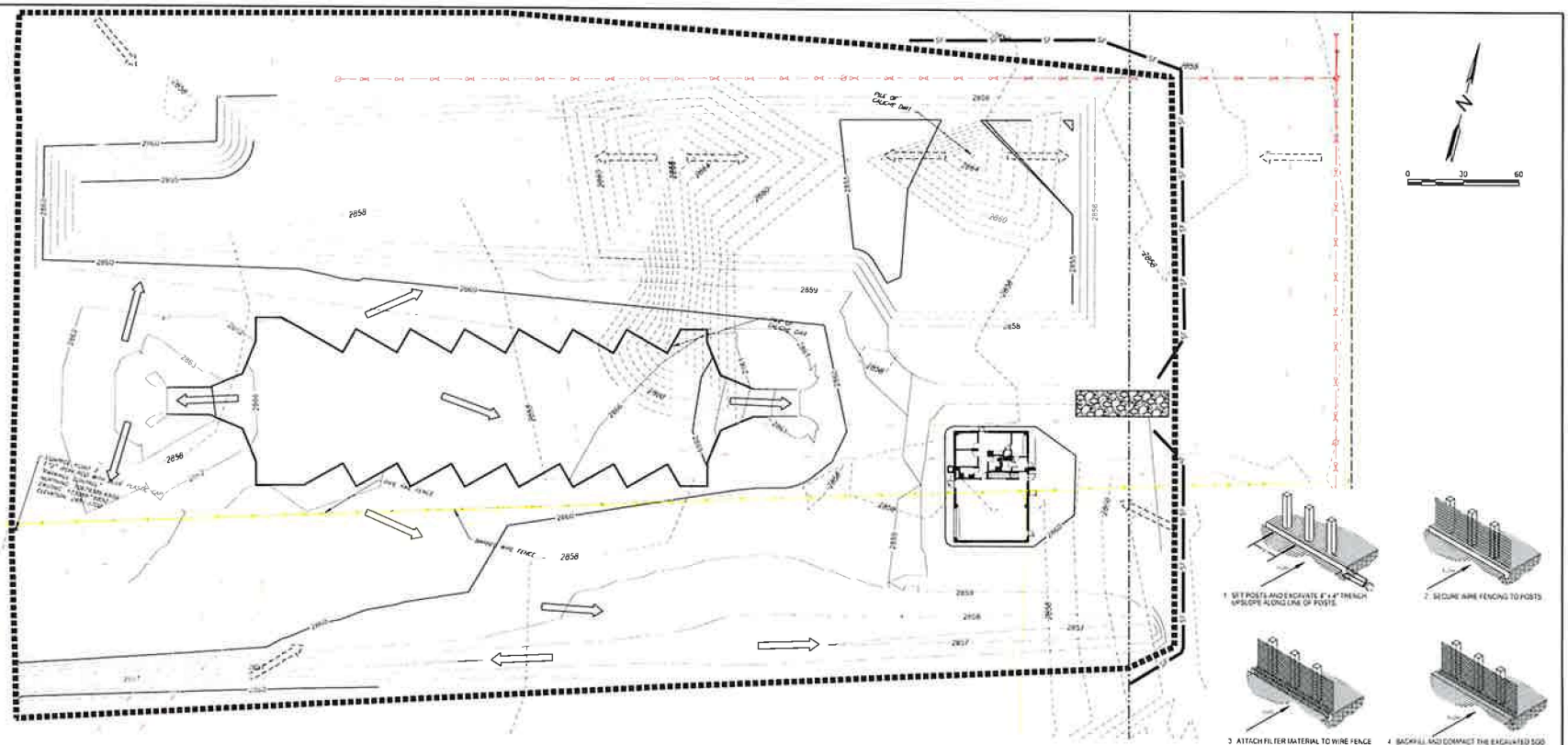
West CCS Demolition Plan

C-001

FILE NAME: A:\2021\611021\4_DSGN\01_DWG\02_CIVIL\C-001-611021.dwg LAYOUT NAME: C-001 PRINTED: Tuesday, February 13, 2024 - 2:55pm USER: Shelley

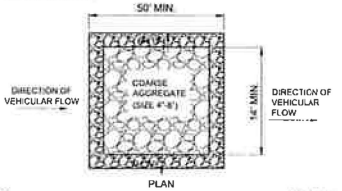
PACKET 8.552 August 27, 2024

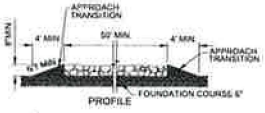
FILE NAME: A:\2021\6119 21\03_DSIGN01_DWG\05D_CIVIL\C-002-6119-21.dwg LAYOUT NAME: C-002 PRINTED: Tuesday, February 13, 2024 - 2:56pm USER: SHarvey



EROSION CONTROL NOTES

1. SILT FENCING OR TEMPORARY BERMS SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. TEMPORARY SWALES AND DESILTING BASINS WILL BE PLACED WHERE NECESSARY IN ORDER TO CONVEY STORMWATER RUN-OFF.
3. A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT ALL EROSION CONTROL METHODS ARE INSPECTED ON A WEEKLY BASIS OR AFTER EVERY ERODIBLE RAINFALL (1/2" OR MORE). ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL SHALL BE MADE AT THAT TIME.
5. THIS DRAWING IS PART OF A TPDES CONSTRUCTION POLLUTION PREVENTION PLAN. PLEASE REFER TO TEXT PORTION OF THIS PLAN FOR ADDITIONAL AND REQUIREMENTS.





A1 STABILIZED CONSTRUCTION ENTRANCE (TxDOT TYPE 1)
NO SCALE

CWA MAINTENANCE NOTES

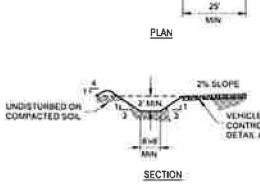
1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE CONCRETE MATERIALS. ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE OF PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

GENERAL NOTES

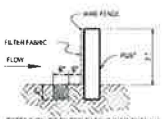
1. THE CONSTRUCTION ENTRANCE FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
2. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.
3. CONTRACTOR TO COORDINATE WITH ENGINEER PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO COORDINATE WITH OWNER THE LOCATION OF THE STAGING AREA AND CONCRETE WASHOUT AREA.

STABILIZED CONSTRUCTION NOTES

1. THE LENGTH OF THE TYPE 1 CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE APPROACH SHOULD BE NO STEEPER THAN 6:1.
3. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
4. USE 4"-8" STONE OR EQUIVALENT AT A MINIMUM DEPTH OF 12" FOR STABILIZED CONSTRUCTION ENTRANCE.
5. FILTER FABRIC SHOULD BE PLACED UNDERNEATH STONE OF CONSTRUCTION ENTRANCE TO REDUCE THE AMOUNT OF RUTTING AND TO PREVENT STONE FROM BEING EMBEDDED INTO THE SOIL.



B3 CWA CONCRETE WASHOUT AREA
NO SCALE



B4 FILTER FABRIC BARRIER (SILT FENCE)
NO SCALE

NOTES:
1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT THE TOP AND MIDSECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED 6" AT THE POSTS AND FOLDED.
4. FENCE POSTS SHALL BE CAPABLE OF SUPPORTING FENCE AND MAY BE METAL OR WOOD.

EROSION CONTROL LEGEND

1.50%	PROPOSED DRAINAGE PATH WITH PERCENT SLOPE
	STABILIZED CONSTRUCTION ENTRANCE, SEE DETAIL THIS SHEET
	EXISTING CONTOURS (1' INTERVAL)
	PROPOSED CONTOURS (1' INTERVAL)
	LIMITS OF DISTURBANCE (AREA AFFECTED BY PROJECT APPROX. 5.16 ACRES)
	FLOW DIRECTION (PROPOSED)
	FLOW DIRECTION (EXISTING)
SF	SILT FENCE, SEE DETAIL THIS SHEET

Parkhill

SPENCER J. HARVEY 138737 REGISTERED PROFESSIONAL ENGINEER
02/08/2024

Parkhill.com

Citizen Collection Stations
City Of Midland

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CLIENT
City of Midland, Texas

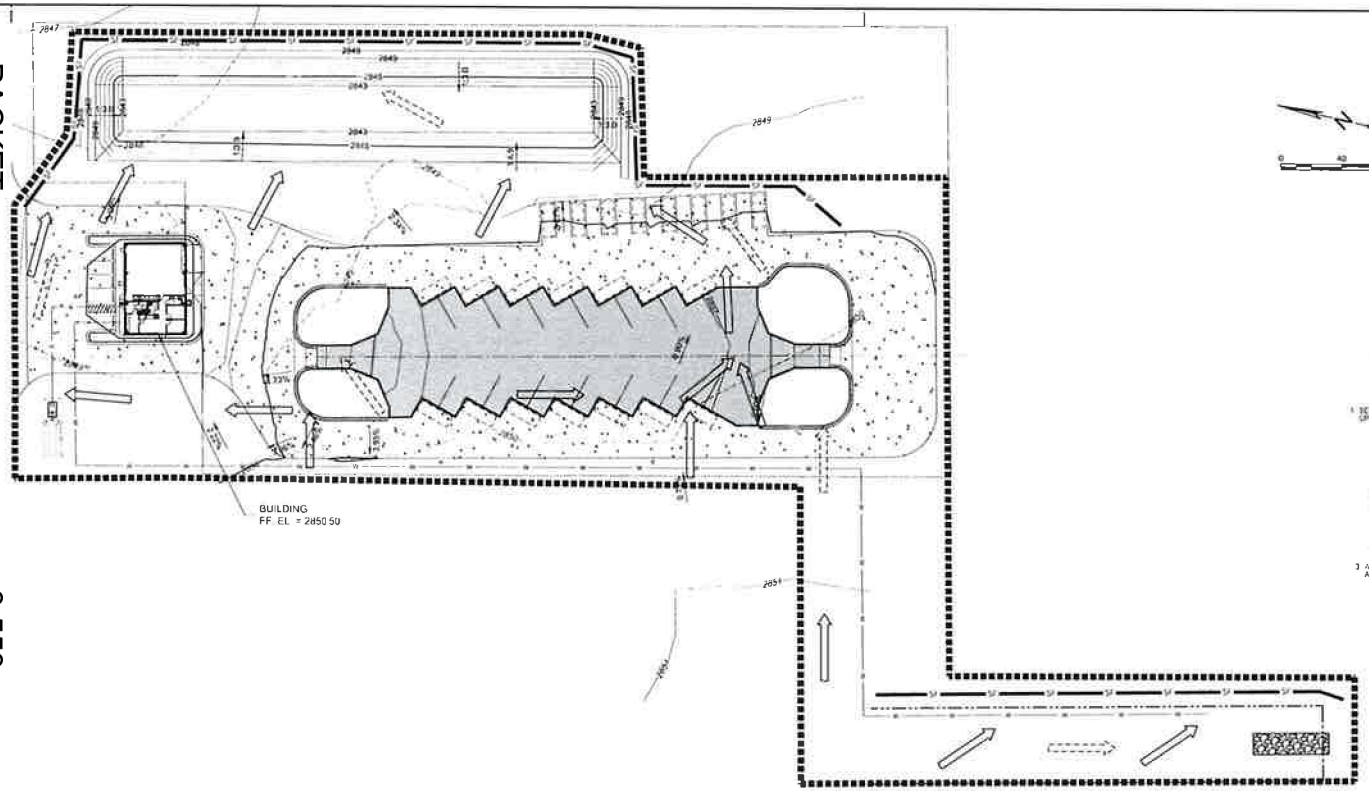
300 N. Loraine
Midland, TX

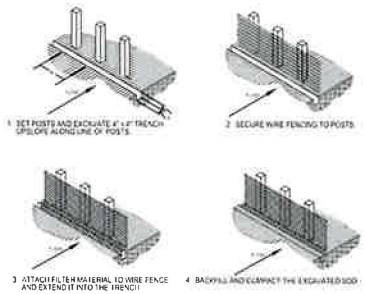
PROJECT NO.
6119.21 - WEST
40053.22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

West CCS Erosion Control Plan

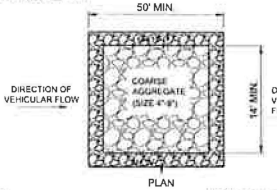
C-002

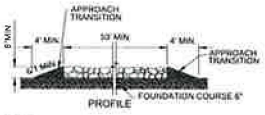




EROSION CONTROL NOTES

1. SILT FENCING OR TEMPORARY BERMS SHALL BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. TEMPORARY SWALES AND DESILTING BASINS WILL BE PLACED WHERE NECESSARY IN ORDER TO CONVEY STORMWATER RUN-OFF.
3. A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT ALL EROSION CONTROL METHODS ARE INSPECTED ON A WEEKLY BASIS OR AFTER EVERY ERODIBLE RAINFALL (1/2" OR MORE). ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF THE EROSION CONTROL SHALL BE MADE AT THAT TIME.
5. THIS DRAWING IS PART OF A TPDES CONSTRUCTION POLLUTION PREVENTION PLAN. PLEASE REFER TO TEXT PORTION OF THIS PLAN FOR ADDITIONAL AND REQUIREMENTS.





A1 STABILIZED CONSTRUCTION ENTRANCE (TxDOT TYPE 1)
NO SCALE

CWA MAINTENANCE NOTES

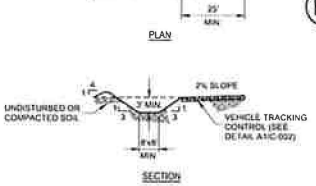
1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.
5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE OF PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.
6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.
7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

GENERAL NOTES

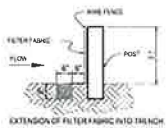
1. THE CONSTRUCTION ENTRANCE FOUNDATION COURSE SHALL BE FLEXIBLE BASE, BITUMINOUS CONCRETE, PORTLAND CEMENT CONCRETE OR OTHER MATERIAL AS APPROVED BY THE ENGINEER.
2. THE GUIDELINES SHOWN HEREON ARE SUGGESTIONS ONLY AND MAY BE MODIFIED BY THE ENGINEER.
3. CONTRACTOR TO COORDINATE WITH ENGINEER PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO COORDINATE WITH OWNER THE LOCATION OF THE STAGING AREA AND CONCRETE WASHOUT AREA.

STABILIZED CONSTRUCTION NOTES

1. THE LENGTH OF THE TYPE I CONSTRUCTION EXIT SHALL BE AS INDICATED ON THE PLANS, BUT NOT LESS THAN 50'.
2. THE APPROACH SHOULD BE NO STEEPER THAN 5:1.
3. THE CONSTRUCTION EXIT SHALL BE GRADED TO ALLOW DRAINAGE TO A SEDIMENT TRAPPING DEVICE.
4. USE 4"-8" STONE OR EQUIVALENT AT A MINIMUM DEPTH OF 12" FOR STABILIZED CONSTRUCTION ENTRANCE.
5. FILTER FABRIC SHOULD BE PLACED UNDERNEATH STONE OF CONSTRUCTION ENTRANCE TO REDUCE THE AMOUNT OF RUTTING AND TO PREVENT STONE FROM BEING EMBEDDED INTO THE SOIL.



B3 CWA CONCRETE WASHOUT AREA
NO SCALE



NOTES:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE WITH TIES SPACED EVERY 24" AT THE TOP AND MIDSECTION.
3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED 6" AT THE POSTS AND FOLDED.
4. FENCE POSTS SHALL BE CAPABLE OF SUPPORTING FENCE AND MAY BE METAL OR WOOD.

B4 FILTER FABRIC BARRIER (SILT FENCE)
NO SCALE

EROSION CONTROL LEGEND

160% 130	PROPOSED DRAINAGE PATH SLOPE VALUE
	STABILIZED CONSTRUCTION ENTRANCE, SEE DETAIL THIS SHEET
	EXISTING CONTOURS (1' INTERVAL)
	PROPOSED CONTOURS (1' INTERVAL)
	LIMITS OF DISTURBANCE (AREA AFFECTED BY PROJECT APPROX. 4.23 ACRES)
	FLOW DIRECTION (PROPOSED)
	FLOW DIRECTION (EXISTING)
SF	SILT FENCE, SEE DETAIL THIS SHEET

Parkhill

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Citizen Collection Stations
City Of Midland

MIDLAND
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CLIENT
City of Midland, Texas

300 N. Loraine
Midland, TX

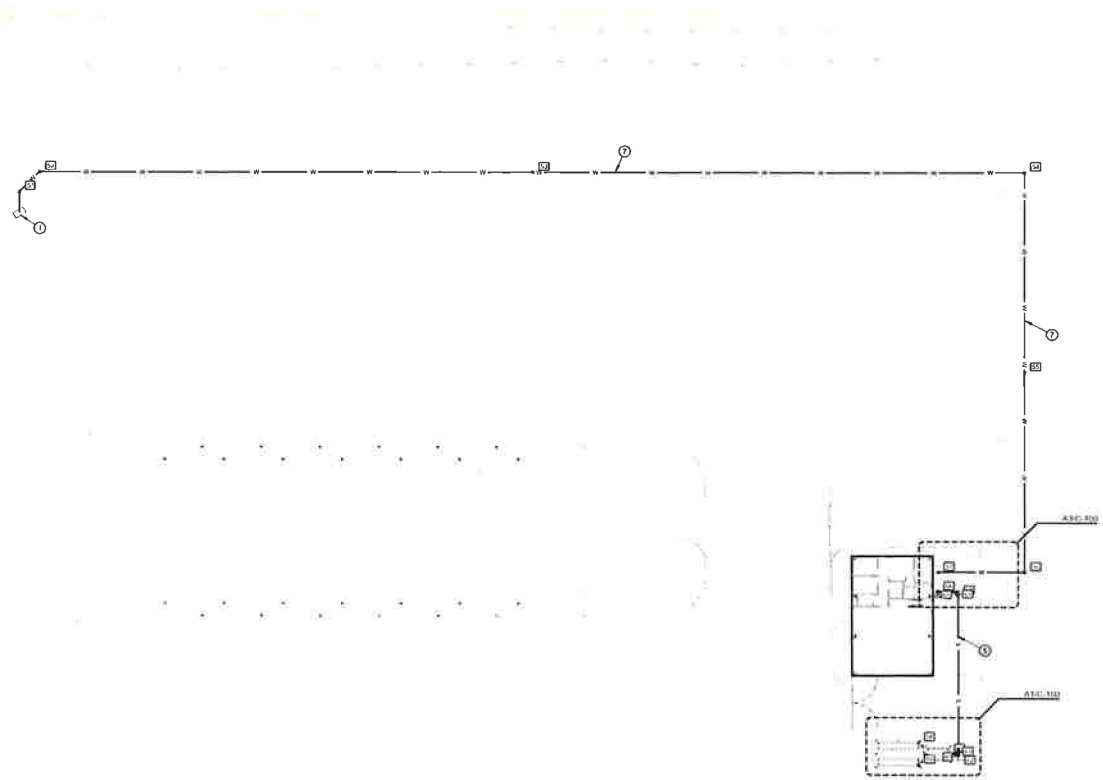
PROJECT NO
61921-WEST
62019.22-NORTH

1	02/06/2024	Issue for Proposal
#	DATE	DESCRIPTION

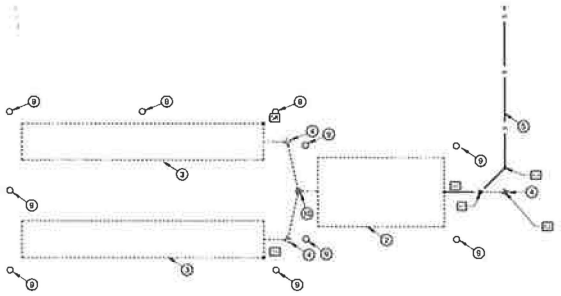
North CCS
Erosion Control Plan

C-003

FILE NAME: A:\2022\62019.2202_DISCN-01_DWG\650_CIVIL\C-003-62019-22.dwg LAYOUT NAME: C-003 PRINTED: Tuesday, February 13, 2024 - 2:57pm USER: SHarvey



POINT #	NORTHING	EASTING	DESCRIPTION
51	10680586.56	1729897.79	WATER LINE
52	10680598.76	1729904.98	WATER LINE
53	10680659.94	1730142.31	WATER LINE
54	10680721.12	1730379.63	WATER LINE
55	10680524.60	1730404.29	WATER LINE
56	10680528.09	1730428.94	WATER LINE
57	10680517.42	1730387.19	WATER LINE
58	10680432.48	1730361.78	DRAIN FIELD
59	10680421.83	1730401.52	DRAIN FIELD
60	10680430.76	1730414.67	SEPTIC TANK
61	10680431.51	1730417.57	SEPTIC TANK
62	10680432.01	1730418.51	CLEANOUT
63	10680433.94	1730419.01	SEWER LINE
64	10680508.46	1730399.81	SEWER LINE
65	10680509.93	1730387.37	SEWER LINE
66	10680507.90	1730380.62	SEWER LINE
67	10680510.40	1730299.31	CLEANOUT



A1 PLAN DETAIL
NOT TO SCALE — ABSORPTIVE SYSTEM

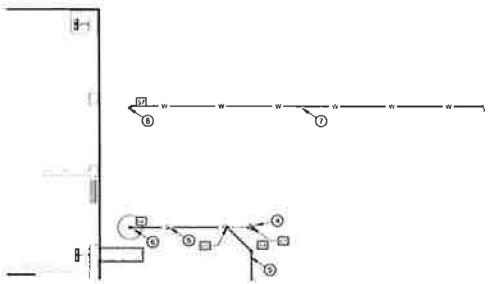
KEY NOTES

AS INDICATED BY: (X)

1. EXISTING WATER WELL, 2" WATER LINE CONNECTION
2. SEPTIC TANK SEE DETAIL C3/C-503
3. ABSORPTIVE DRAINFIELD SEE DETAIL C1/C-503
4. CLEANOUT SEE DETAIL B1/C-503
5. 4" SEWER LINE
6. SEWER CONNECTION SEE PLUMBING PLANS FOR CONTINUATION
7. 2" WATER LINE
8. WATER CONNECTION SEE PLUMBING PLANS FOR CONTINUATION
9. BOLLARD SEE DETAIL C3/C-501
10. DIVERTER VALVE

GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2. CONTRACTOR SHALL SIZE THE SEPTIC TANK FOR THIS FACILITY IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
3. CONTRACTOR SHALL SIZE THE ABSORPTION FIELD IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
4. FOR REDUNDANCY CONTRACTOR SHALL INSTALL TWO ADEQUATELY SIZED ABSORPTION FIELDS SEPARATED BY DIVERTER VALVE
5. CONTRACTOR SHALL PROTECT SEPTIC TANK AND ABSORPTION FIELD WITH BOLLARDS. BOLLARDS SHALL BE OFFSET BY ONE FOOT FROM THE LIMITS OF THE INSTALLED SEPTIC TANK AND ABSORPTION FIELD
6. CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM



A3 PLAN DETAIL
NOT TO SCALE — BUILDING CONNECTION

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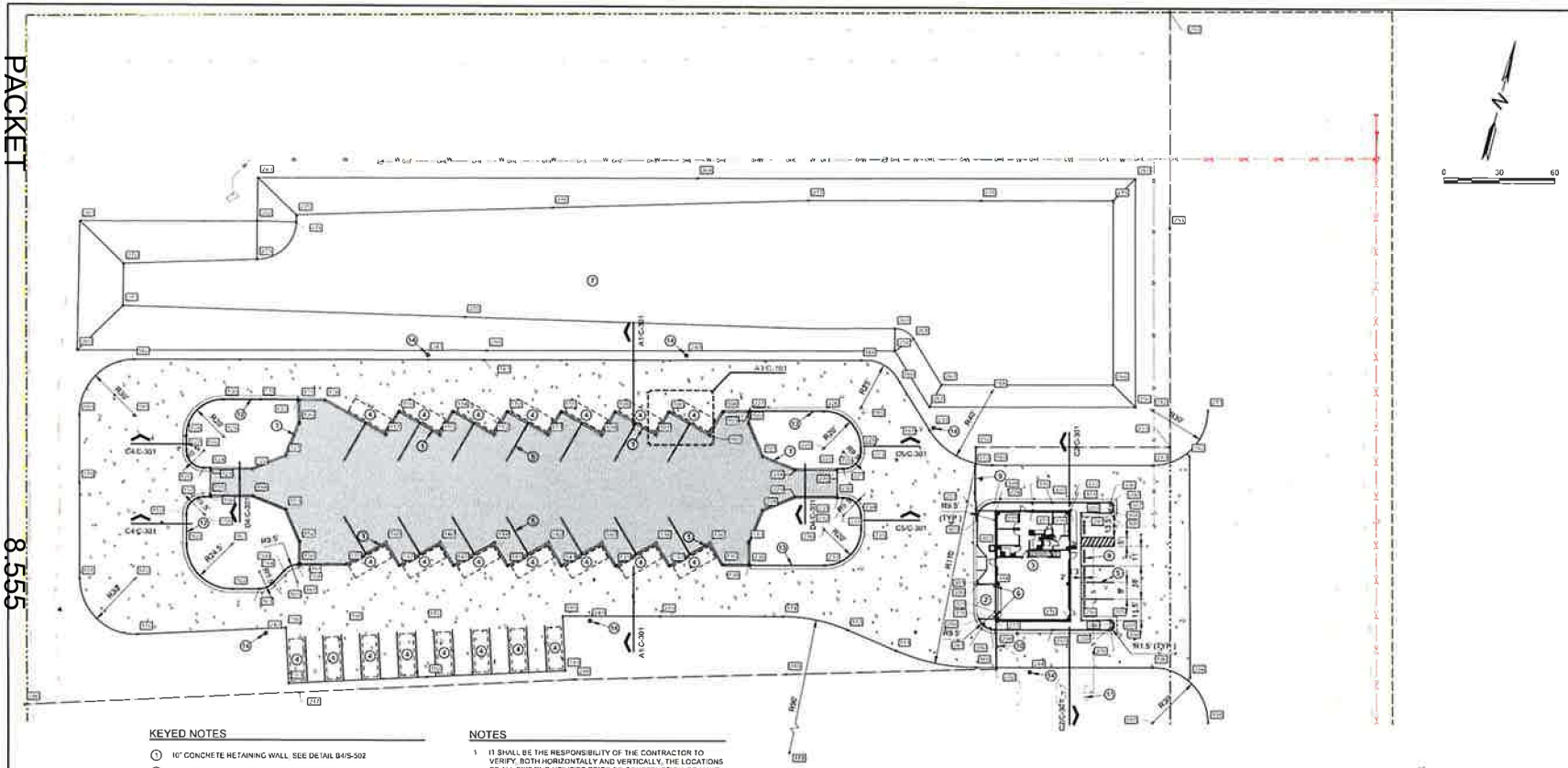
PROJECT NO.
5119.21 - WEST
40119.72 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

West CCS
Site Utility
Plan

C-100

FILE NAME: A:\2021\5119.21\02_DSGN\01_DWG\050_CIVIL\C-100-5119-21.dwg LAYOUT NAME: C-100 PRINTED: Tuesday, February 13, 2024 - 2:58pm USER: SHarvey

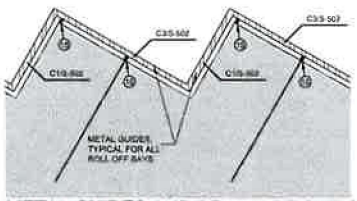


KEYED NOTES

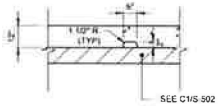
1. 10" CONCRETE RETAINING WALL. SEE DETAIL B4/S-502
2. CONCRETE DRIVEWAY FOR BUILDING ACCESS
3. BUILDING REF. ARCH
4. ROLL-OFF AREA.
5. 4" WIDE WHITE STRIPE
6. BOLLARD, SEE DETAIL C3/C-501
7. PONDING AREA
8. CONCRETE WHEEL STOP, SEE DETAIL B3/C-501
9. CANTILEVER GATE. SEE DETAIL A1/C-504
10. SWING GATE. SEE DETAIL A1/C-502
11. SEPTIC TANK AND ABSORPTIVE DRAINFIELD. SEE DETAIL C3/C-503
12. 24" CURB & GUTTER. SEE DETAIL B1/C-501
13. 24" CURB & GUTTER. DROP LIP. SEE DETAIL B2/C-501
14. LIGHT POLE. REFER TO ELECTRICAL PLANS
15. 6" WIDE x2" HIGH - RETAINING WALL CUT OUTS FOR DRAINAGE TYPICAL. SEE DETAIL B5/C-101

NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB UNLESS OTHERWISE NOTED
3. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE MEASURED TO BACK OF CURB UNLESS OTHERWISE NOTED
5. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. METAL GUIDES TO BE INSTALLED IN ALL ROLL-OFF AREA BAYS. 12" GUIDES TO BE PLACED ALONG THE SHORT END OF THE ROLL-OFF BAY AND 6" GUIDES ALONG THE LONG END OF THE ROLL OFF BAY SEE DETAILS C1.C3/S-502 AND A1/S-502. INSTALLATION TO BE COORDINATED WITH OWNER
8. 6"x2" WALL CUT OUT ALONG THE RETAINING WALL. CUT OUTS TO BE AT THE DOWNSTREAM CORNER AND MIDDLE OF THE WALL SEE DETAIL B4/S-502
9. SEE SHEET C-301 FOR CROSS-SECTIONS
10. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER
11. FOR SIGNAGE PLAN SEE SHEET C-104
12. FOR JOINTING CONTROL PLAN SEE SHEET C-103



A3 METAL GUIDES AND DRAINAGE CUT OUTS
1" = 10'



B5 DRAINAGE CUT OUTS
NTS

LEGEND

- PROPERTY LINE
- CHAIN LINK FENCE. SEE DETAIL C1/C-505
- 24" CURB AND GUTTER. SLE DETAILS B1.B2/C-501
- SIGN. SEE SHEET C-203
- 101 CONTROL POINT AND NUMBER. SEE SHEET C 601
- CONCRETE PAVING. SEE DETAIL D3/C-501
- LIGHT DUTY ASPHALT. SEE DETAIL D2/C-501

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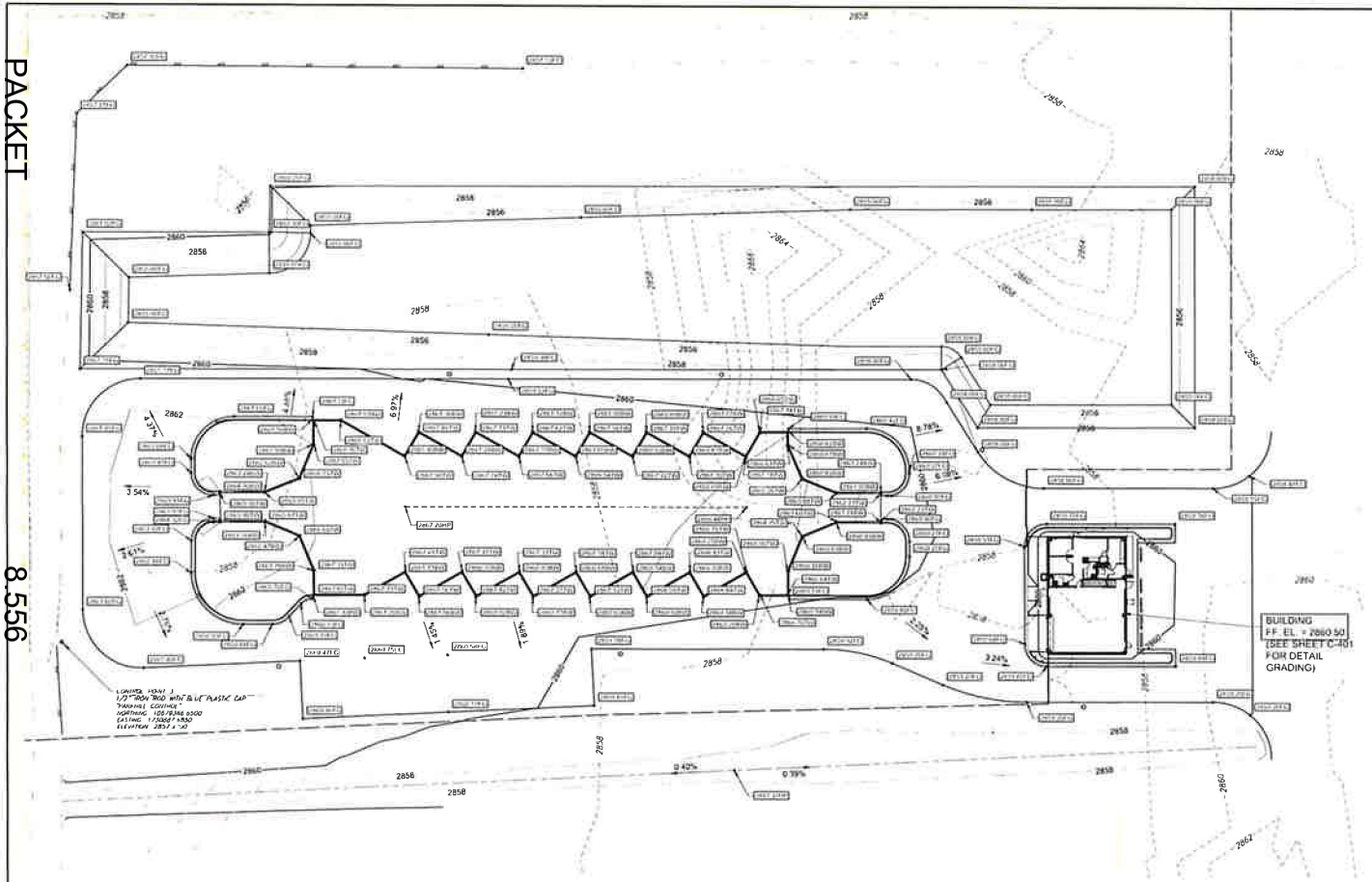
PROJECT NO.
6119.21 - WEST
6015.22 - NORTH

#	DATE	DESCRIPTION
-	02/08/2023	Issue for Proposal

West CCS
Site Layout
Plan

C-101

FILE NAME: A:\2021\6119.21\03_DESIGN\01_DWG\ENG_CIVIL\C-101-6119-21.dwg LAYOUT NAME: C-101 PRINTED: Tuesday, February 13, 2024 - 2:59pm USER: Shaney



NOTES

1. MAXIMUM 2% SLOPE IN HANDICAP ACCESSIBLE AREAS IN ALL DIRECTIONS.
2. RAMPS ACCESSING THE ROLL-OFF DUMPSTERS NOT TO EXCEED 10% SLOPE.
3. MAXIMUM 2% CROSS SLOPE FOR HANDICAP ACCESSIBLE SIDEWALKS.
4. A MINIMUM OF 0.25% SLOPE FOR CONCRETE SECTIONS AND 0.50% FOR ASPHALT SECTIONS UNLESS OTHERWISE SPECIFIED ON PLANS.
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND GRADES. NEW OR EXISTING PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH EXISTING OR NEW CONDITIONS. THE CONTRACTOR SHALL EMPLOY A LICENSED PUBLIC SURVEYOR TO SET ALL GRADES, SPOT ELEVATIONS, FLOW LINES, ETC.
6. THE FLEXIBLE BASE COURSE SHALL MEET THE REQUIREMENTS AS SET FORTH WITHIN SECTION CRUSHED AGGREGATE BASE COURSE OF THE GEOTECHNICAL REPORT.
7. THE TOP SURFACE COURSE SHALL MEET THE REQUIREMENTS FOR GRADE "D" FOR THE TYPICAL SECTION AS SET FORTH WITHIN SECTION PLANT MIX BITUMINOUS PAVEMENTS OF THE TECHNICAL SPECIFICATIONS.
8. SUBGRADE TO BE COMPACTED TO 95% MAXIMUM DRY DENSITY AT ±3% OF OPTIMUM MOISTURE AS PER ASTM D 1557.

GRADING LEGEND

- 2860 — PROPOSED MAJOR CONTOUR ELEVATION
- 2858 EXISTING CONTOUR
- GRADE BREAK
- SWALE
- 2858.20FG NEW SPOT ELEVATION, TOP OF FINISHED GRADE
- 2857.37HP NEW SPOT ELEVATION, HIGH POINT
- 2867.22TW NEW SPOT ELEVATION, TOP OF WALL
- 2850.27BW NEW SPOT ELEVATION, BOTTOM OF WALL
- 1.56% DIRECTION OF FLOW AND VALUE

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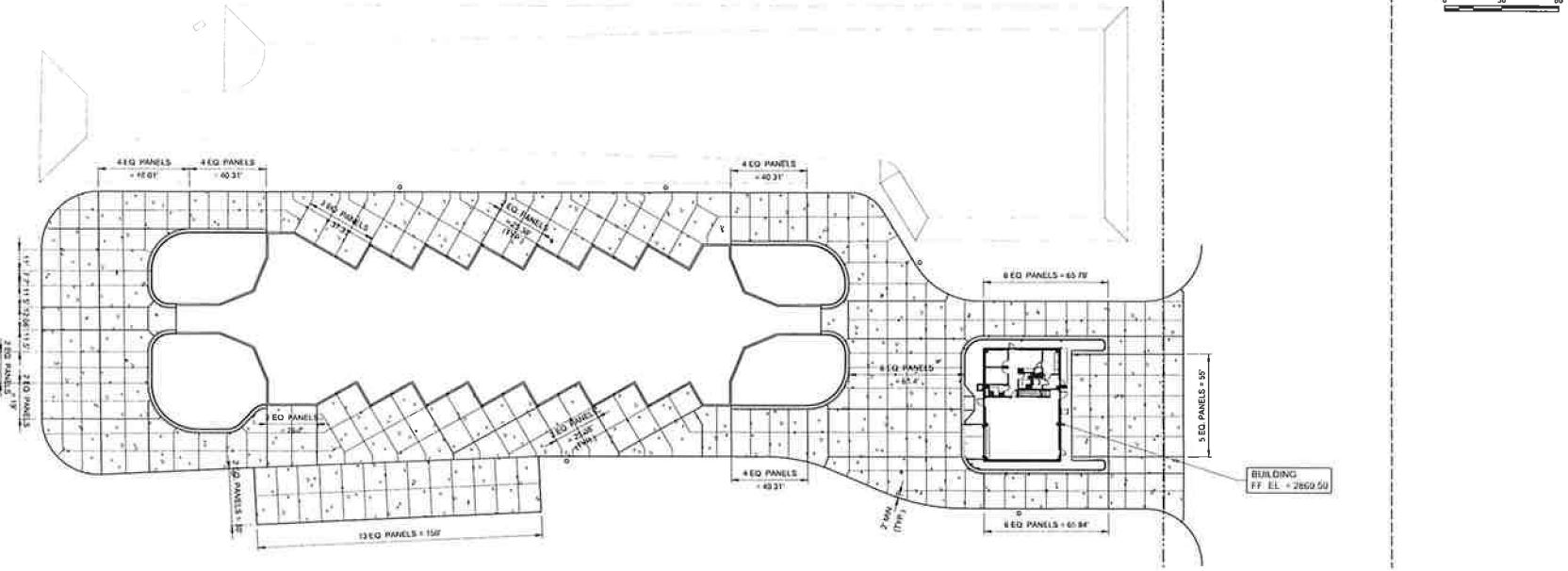
PROJECT NO.
6115.21 - WEST
43015.22 - NORTH

1	02/08/2024	Issue for Proposal
#	DATE	DESCRIPTION

West CCS
Site Grading
Plan

C-102

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\06b_CIVIL\C-102-6119.21.dwg LAYOUT NAME: C-102 PRINTED: Tuesday, February 13, 2024 - 3:00pm USER: SHervey



NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
3. JOINT SPACING IS TO BE LESS THAN 30 TIMES THE CONCRETE SLAB THICKNESS IN FEET E G 4"=0 33"30=10'
4. CONCRETE PANELS SHOULD BE SQUARE OR NEARLY SQUARE THE LENGTH SHOULD NOT EXCEED 1 5 TIMES THE WIDTH L-SHAPED PANELS SHOULD BE AVOIDED
5. THE JOINTING PLAN IS ONLY A RECOMMENDATION AND NOT A FINAL LAYOUT
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. SEE SHEET C-301 FOR CROSS SECTIONS

LEGEND

- 24" CURB AND GUTTER SEE DETAIL B1.02/C-501
- CONCRETE PAVING SEE DETAIL D3/C-501
- EXPANSION JOINT SEE DETAIL A1/C-501
- CONTRACTION JOINT SEE DETAIL A2/C 501
- CONSTRUCTION JOINT SEE DETAIL A4/C-501

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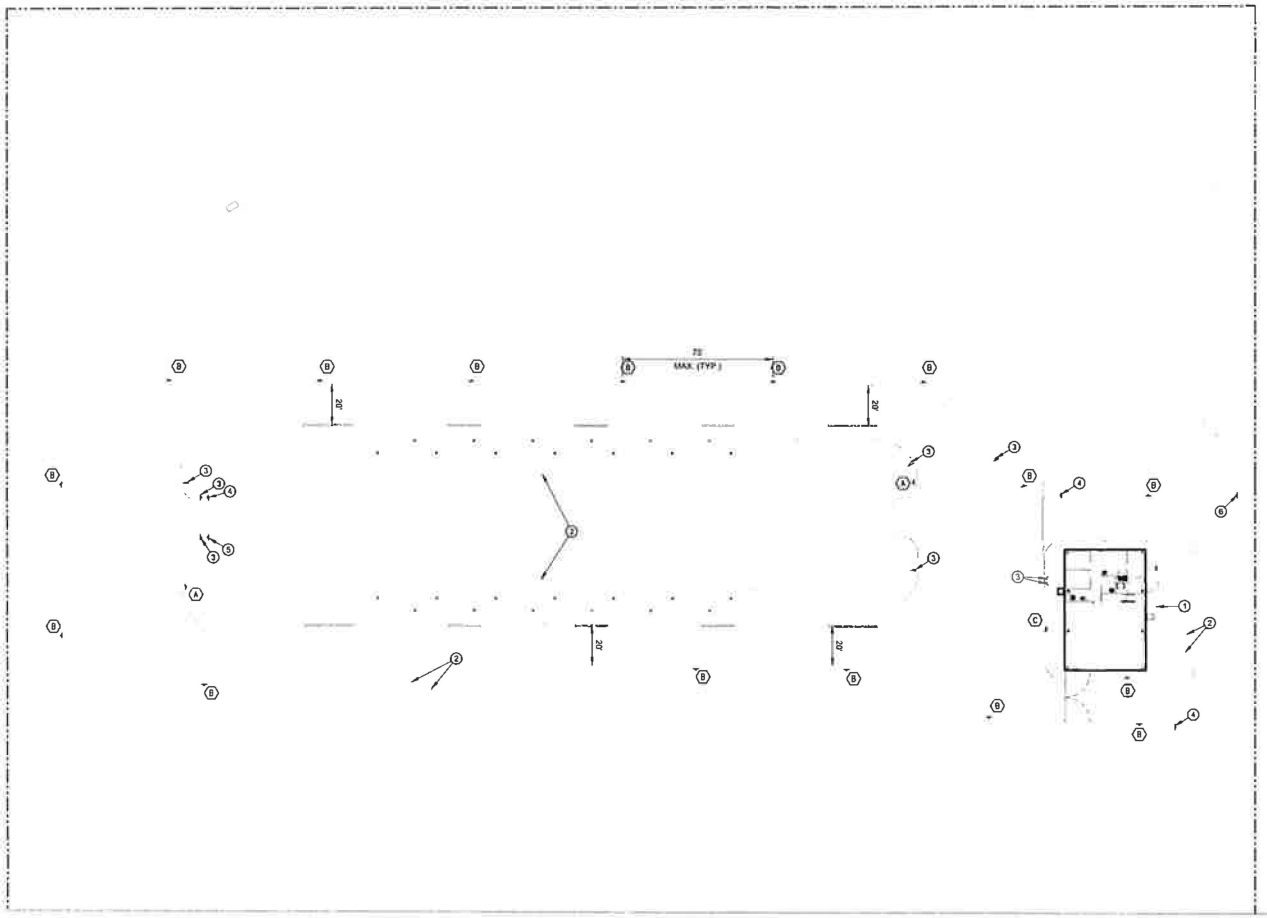
PROJECT NO
61192 1 - WEST
40015 22 - NORTH

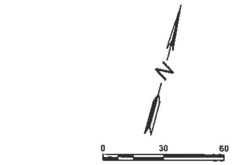
#	DATE	DESCRIPTION
1	02/06/2024	Issue for Proposal

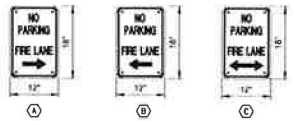
West CCS Concrete Pavement Jointing Plan

C-103

FILE NAME: A:\2021\61192103_DSGN\01_DWG\05G_CIVIL\C-103-61192 1.dwg LAYOUT NAME: C-103 PRINTED: Tuesday, February 13, 2024 - 3:00pm USER: Srivavy







C5 FIRE LANE SIGNS
NOT TO SCALE

NOTES

1. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB UNLESS OTHERWISE NOTED
2. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
3. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER

KEYED NOTES

1. ACCESSIBLE SPACE SIGN, SEE DETAIL C5/C-501
2. 4" WIDE WHITE STRIPE
3. METAL SIGN "DO NOT ENTER", SEE DETAIL D2/C-502
4. METAL SIGN "STOP", SEE DETAIL D2/C-502
5. METAL SIGN "ONE WAY", SEE DETAIL D2/C-502
6. ADDRESS SIGN, SEE DETAIL D1/C-502
- NEW FIRE LANE SIGN AND TYPE SEE DETAIL C5/C-104

LEGEND

- SIGN
- NO PARKING FIRE LANE
  6" WIDE RED BACKGROUND STRIPE WITH 3" HIGH WHITE LETTERS WITH A ONE-HALF INCH STROKE STATING "FIRE LANE - TOW AWAY ZONE" TO BE PAINTED UPON THE RED STRIPE EVERY 50' ALONG THE ENTIRE LENGTH OF THE FIRE LANE
- NEW FIRE LANE SIGN AND TYPE SEE DETAIL C5/C-104

SITE DATA - PARKING	MIN. REQUIRED	PROVIDED
STANDARD SPACES	2	3
ACCESSIBLE SPACES	1	2
TOTAL	3	5

NOTE
PARKING SPACES ARE CALCULATED BASED ON CITY OF MIDLAND ZONING ORDINANCE SECTION 6.02 FOR AN INDUSTRIAL USE THAT IS NOT SPECIFICALLY LISTED IN TABLE 6. THE FACILITY IS REQUIRED TO HAVE ONE SPACE FOR EACH TWO EMPLOYEES PER MAXIMUM SHIFT OR ONE SPACE PER EACH 1,000 SQUARE FEET OF FLOOR AREA, WHICH EVER IS GREATER. THE BUILDING IS ~2,445 SQUARE FEET. THE MAXIMUM OCCUPANCY PER SHIFT IS EXPECTED TO BE 4

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SPENCER J. HARVEY 138737 LICENSED PROFESSIONAL ENGINEER
02/08/2024

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PROJECT NO.
6119.21 - WEST
43615.22 - NORTH

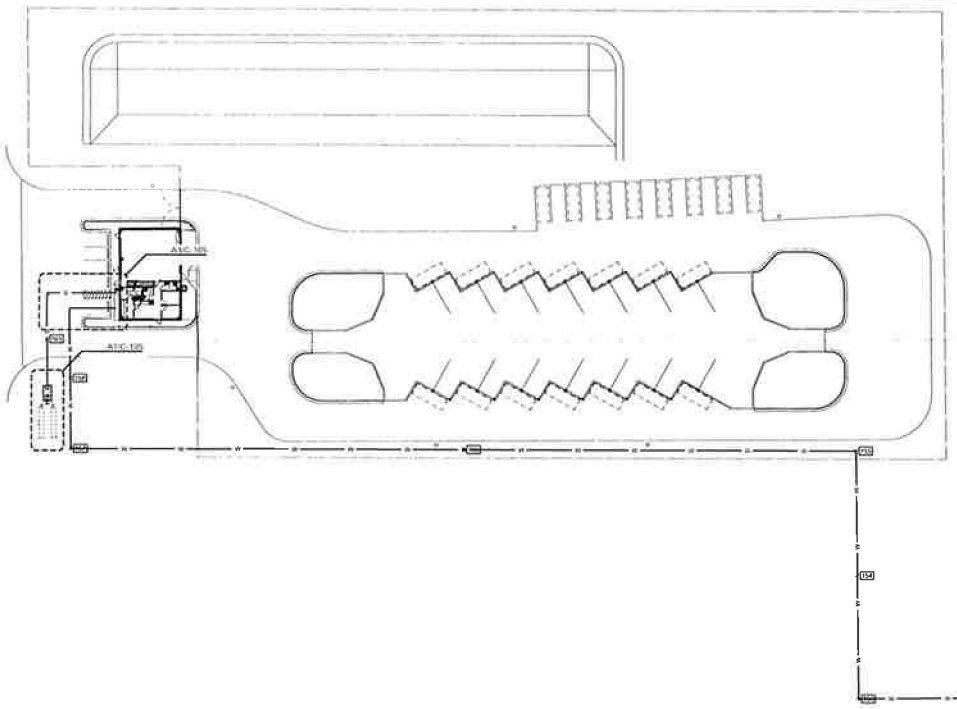
#	DATE	DESCRIPTION
-	02/08/2024	Issue for Proposal

West CCS Signage Control Plan

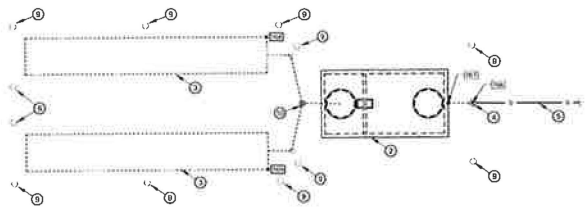
C-104

FILE NAME: A:\2021\6119.21\01_DESIGN\01_DWG\03_CIVIL\C-104.dwg LAYOUT NAME: C-104 PRINTED: Tuesday, February 13, 2024 - 3:01pm USER: Bhavey

PACKET 8.559 August 27, 2024



POINT NAME	NORTHING	EASTING	DESCRIPTION
151	6739154.55	855135.07	TAP SADDLE
152	6739261.54	855108.53	WATER LINE
153	6739378.53	855081.98	WATER LINE
154	6739397.59	855162.25	WATER LINE
155	6739416.65	855242.51	WATER LINE
156	6739670.17	855184.85	WATER LINE
157	6739923.69	855127.18	WATER LINE
158	6739934.56	855172.93	WATER LINE
159	6739945.42	855218.67	WATER LINE
160	6739930.38	855222.17	SEWER LINE
161	6739939.02	855230.43	SEWER LINE
162	6739960.43	855225.46	SEWER LINE
163	6739962.36	855225.00	CLEANOUT
164	6739981.92	855223.06	SEWER LINE
165	6739955.26	855193.08	SEWER LINE
166	6739948.74	855166.87	CLEANOUT
167	6739944.28	855164.92	SEPTIC TANK
168	6739950.30	855148.07	DRAIN FIELD
169	6739939.60	855151.61	DRAIN FIELD



A1 PLAN DETAIL
NOT TO SCALE — ABSORPTIVE SYSTEM

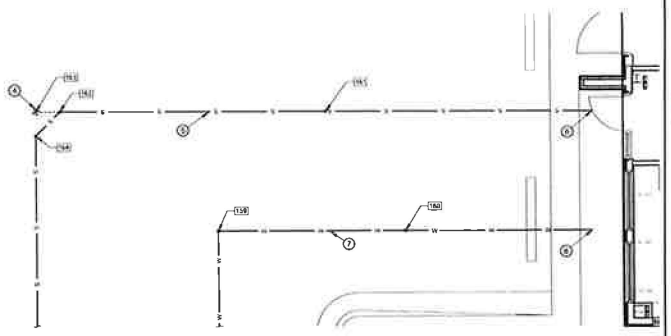
KEY NOTES

AS INDICATED BY ⊗

1 EXISTING WATER WELL, 2" WATER LINE CONNECTION
3 SEPTIC TANK, SEE DETAIL C3/C-504
3 ABSORPTIVE DRAINFIELD, SEE DETAIL C1/C-504
4 CLEANOUT SEE DETAIL B1/C-504
5 4" SEWER LINE
6 SEWER CONNECTION, SEE PLUMBING PLANS FOR CONTINUATION
7 2" WATER LINE
8 WATER CONNECTION, SEE PLUMBING PLANS FOR CONTINUATION
9 BOLLARD, SEE DETAIL C3/C-501
10 DIVERTER VALVE

GENERAL NOTES

1 CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2 CONTRACTOR SHALL SIZE THE SEPTIC TANK FOR THIS FACILITY IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
3 CONTRACTOR SHALL SIZE THE ABSORPTION FIELD IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
4 FOR REDUNDANCY CONTRACTOR SHALL INSTALL TWO ADEQUATELY SIZED ABSORPTION FIELDS SEPARATED BY DIVERTER VALVE
5 CONTRACTOR SHALL PROTECT SEPTIC TANK AND ABSORPTION FIELD WITH BOLLARDS BOLLARDS SHALL BE OFFSET BY ONE FOOT FROM THE LIMITS OF THE INSTALLED SEPTIC TANK AND ABSORPTION FIELD
6 CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM



A3 PLAN DETAIL
NOT TO SCALE — BUILDING CONNECTION

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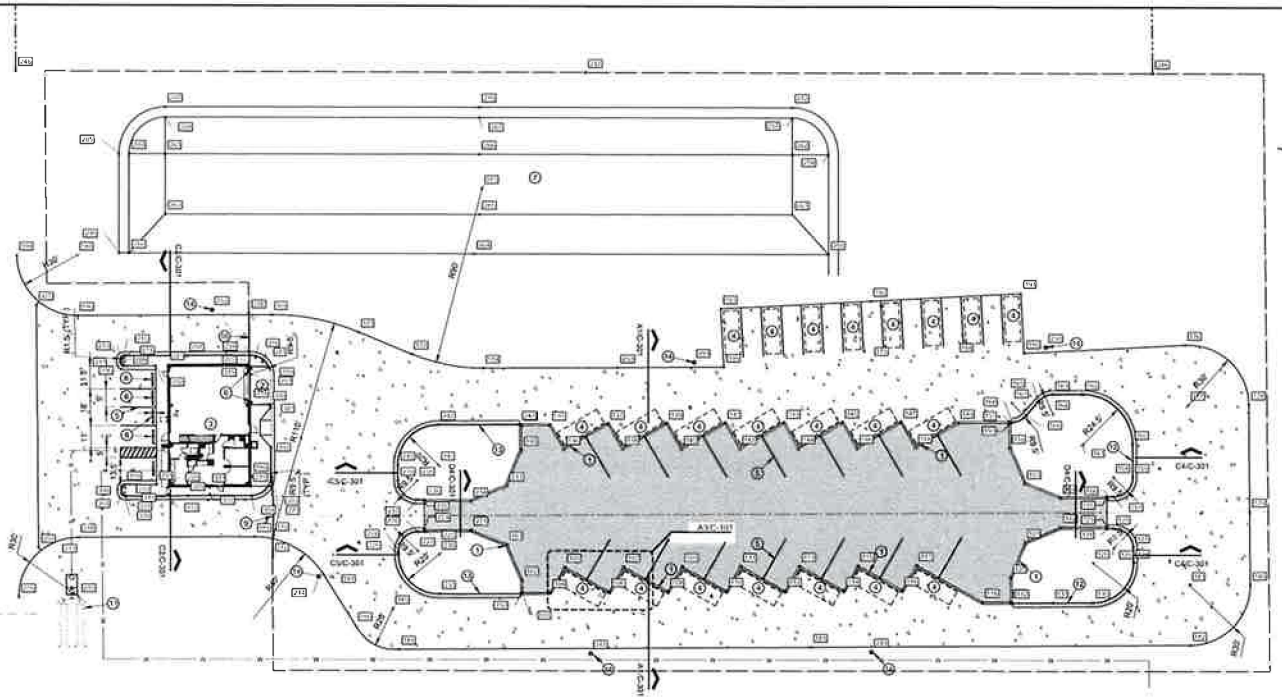
PROJECT NO
6118.21 - WEST
6815.22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

North CCS
Site Utility
Plan

C-105

FILE NAME: A:\2022\49015.2\203_DSGN\01_DWG\50_CIVIL\C-105-49015-22.dwg LAYOUT NAME: C-105 PRINTED: Tuesday, February 13, 2024 - 3:02pm USER: Shervey

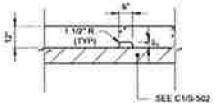


KEYED NOTES

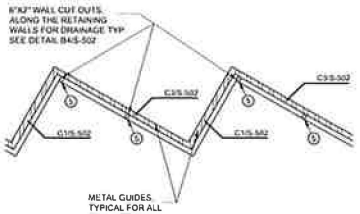
1. 18" CONCRETE RETAINING WALL, SEE DETAIL B4/S-502
2. CONCRETE DRIVEWAY FOR BUILDING ACCESS
3. BUILDING REF. ARCH
4. ROLL-OFF AREA
5. 4" WIDE WHITE STRIPE
6. BOLLARD, SEE DETAIL C3/C-501
7. PONDING AREA
8. CONCRETE WHEEL STOP, SEE DETAIL B3/C-501
9. CANTILEVER GATE, SEE DETAIL A1/C-504
10. SAWTOOTH CURB & GUTTER, SEE DETAIL C1/C-501
11. SEPTIC TANK AND ABSORPTIVE DRAINFIELD, SEE DETAIL C3/C-503
12. 24" CURB & GUTTER, SEE DETAIL B1/C-501
13. 24" CURB & GUTTER, DROP LIP, SEE DETAIL B2/C-501
14. LIGHT POLE, REFER TO ELECTRICAL PLANS
15. 6" WIDE x2" HIGH - RETAINING WALL CUT OUTS FOR DRAINAGE, TYPICAL. SEE DETAIL A3/C-106

NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB UNLESS OTHERWISE NOTED
3. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
4. ALL DIMENSIONS ARE MEASURED TO BACK OF CURB UNLESS OTHERWISE NOTED
5. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. METAL GUIDES TO BE INSTALLED IN ALL ROLL-OFF AREA BAYS. 12" GUIDES TO BE PLACED ALONG THE SHORT END OF THE ROLL-OFF BAY AND 8" GUIDES ALONG THE LONG END OF THE ROLL OFF BAY SEE DETAILS C1 C3/S-502 AND A1/S-502 .INSTALLATION TO BE COORDINATED WITH OWNER
8. 6"X2" WALL CUT OUT ALONG THE RETAINING WALL. CUT OUTS TO BE AT THE DOWNSTREAM CORNER AND MIDDLE OF THE WALL SEE DETAIL B4/S-502
9. SEE SHEET C-301 FOR CROSS-SECTIONS
10. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER
11. FOR SIGNAGE PLAN SEE SHEET C-104
12. FOR JOINTING CONTROL PLAN SEE SHEET C-103



A3 DRAINAGE CUT OUTS
NTS



C4 METAL GUIDES AND DRAINAGE CUT OUTS
1" = 10'

LEGEND

- PROPERTY LINE
- CHAIN LINK FENCE, SEE DETAIL C1/C-505
- 24" CURB AND GUTTER. SEE DETAILS B1 B2/C-501
- SIGN, SEE SHEET C-203
- 101 CONTROL POINT AND NUMBER. SEE SHEET C-601
- CONCRETE PAVING, SEE DETAIL D3/C-501
- CONCRETE SIDEWALK, SEE DETAIL B4/C-501
- LIGHT DUTY ASPHALT, SEE DETAIL D2/C-501

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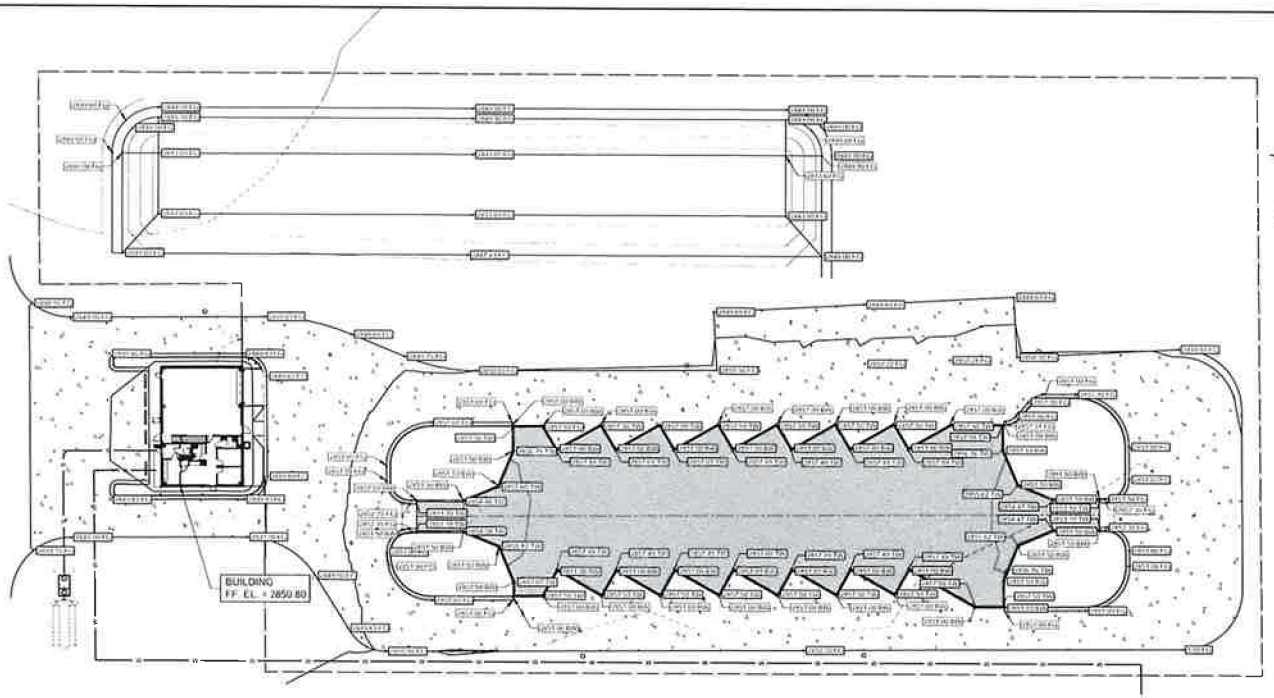
PROJECT NO.
619121 - WEST
619123 - NORTH

02/06/2024 Issue for Proposal

North CCS Site Layout Plan

C-106

FILE NAME: A:\2022\40015.22-00_DSK\NO1_DWG\050_CIVIL\C-106-40015-22.dwg LAYOUT NAME: C-106 PRINTED: Tuesday, February 13, 2024 - 3:03pm USER: Shanley



NOTES

1. MAXIMUM 2% SLOPE IN HANDICAP ACCESSIBLE AREAS IN ALL DIRECTIONS
2. RAMPS ACCESSING THE ROLL-OFF DUMPSTERS NOT TO EXCEED 10% SLOPE
3. MAXIMUM 2% CROSS SLOPE FOR HANDICAP ACCESSIBLE SIDEWALKS
4. A MINIMUM OF 0.25% SLOPE FOR CONCRETE SECTIONS AND 0.50% FOR ASPHALT SECTIONS UNLESS OTHERWISE SPECIFIED ON PLANS
5. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND GRADES, NEW OR EXISTING PRIOR TO CONSTRUCTION. NOTIFY THE ENGINEER OF ANY DISCREPANCIES WITH EXISTING OR NEW CONDITIONS. THE CONTRACTOR SHALL EMPLOY A LICENSED PUBLIC SURVEYOR TO SET ALL GRADES, SPOT ELEVATIONS, FLOW LINES, ETC.
6. THE FLEXIBLE BASE COURSE SHALL MEET THE REQUIREMENTS AS SET FORTH WITHIN SECTION CRUSHED AGGREGATE BASE COURSE OF THE GEOTECHNICAL REPORT
7. THE TOP SURFACE COURSE SHALL MEET THE REQUIREMENTS FOR GRADE "D" FOR THE TYPICAL SECTION AS SET FORTH WITHIN SECTION PLANT MIX BITUMINOUS PAVEMENTS OF THE TECHNICAL SPECIFICATIONS.
8. SUBGRADE TO BE COMPACTED TO 95% MAXIMUM DRY DENSITY AT ±3% OF OPTIMUM MOISTURE AS PER ASTM D-1557

GRADING LEGEND

- 2858 — PROPOSED MAJOR CONTOUR ELEVATION
- 2858 EXISTING CONTOUR
- GRADE BREAK
- SWALE
- 2858.30FG NEW SPOT ELEVATION, TOP OF FINISHED GRADE
- 2857.37HP NEW SPOT ELEVATION, HIGH POINT
- 2867.27TW NEW SPOT ELEVATION, TOP OF WALL
- 2860.27BW NEW SPOT ELEVATION, BOTTOM OF WALL
- 1.50% DIRECTION OF FLOW AND VALUE

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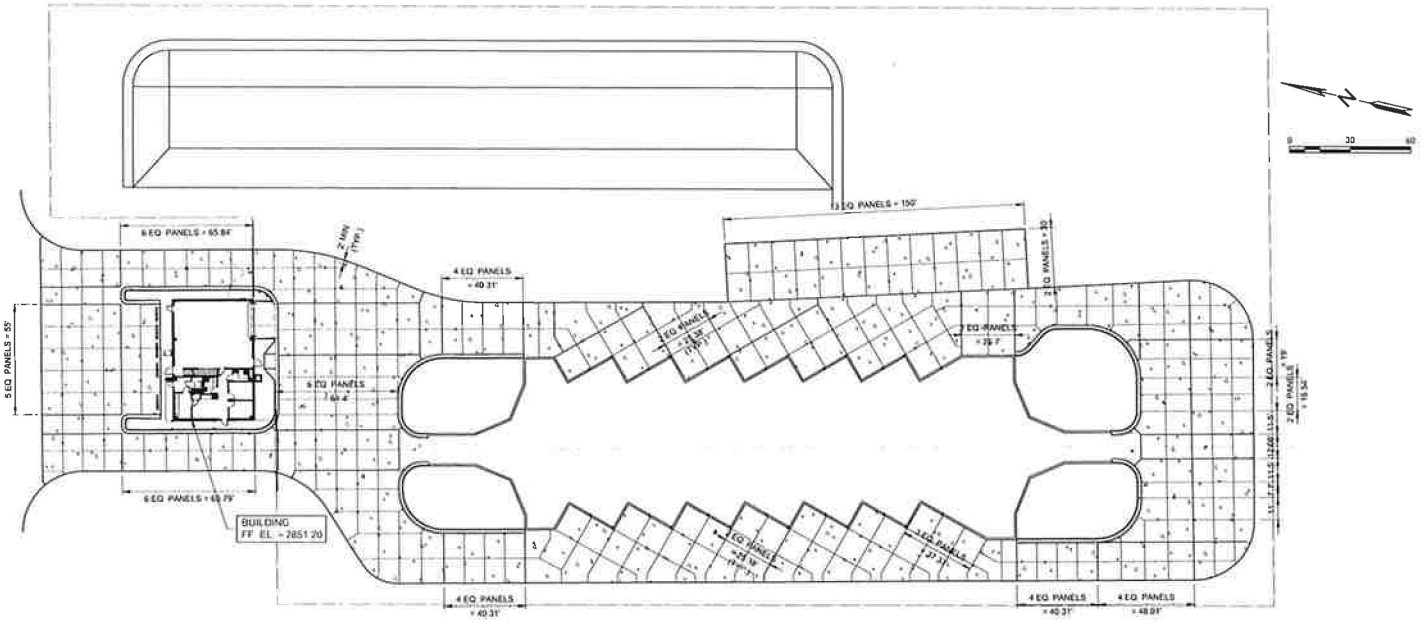
PROJECT NO
619121 - WEST
48015.22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

North CCS
Site Grading
Plan

C-107

FILE NAME: A:\2022\48015.2203_DSGN\01_DWG\050_CIVIL\C-107-48015-22.dwg LAYOUT NAME: C-107 PRINTED: Tuesday, February 13, 2024 - 3:04pm USER: Shaney



NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES
2. SCORE CONCRETE SIDEWALK IN CONFORMANCE WITH SPECIFICATIONS AND DETAIL SHEET C-501
3. JOINT SPACING IS TO BE LESS THAN 30 TIMES THE CONCRETE SLAB THICKNESS IN FEET E.G. 4"=0.33*30=10'
4. CONCRETE PANELS SHOULD BE SQUARE OR NEARLY SQUARE. THE LENGTH SHOULD NOT EXCEED 1.5 TIMES THE WIDTH. L-SHAPED PANELS SHOULD BE AVOIDED
5. THE JOINTING PLAN IS ONLY A RECOMMENDATION AND NOT A FINAL LAYOUT
6. MAINTAIN A MINIMUM 3 FOOT WIDTH ON ALL SIDEWALKS AND PATHS FOR HANDICAP ACCESSIBILITY
7. SEE SHEET C-301 FOR CROSS-SECTIONS

LEGEND

- 24" CURB AND GUTTER SEE DETAIL B1 B2/C-501
- CONCRETE PAVING SEE DETAIL D3/C-501
- EXPANSION JOINT, SEE DETAIL A1/C-501
- CONTRACTION JOINT, SEE DETAIL A2/C-501
- CONSTRUCTION JOINT, SEE DETAIL A4/C-501

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02/06/2024

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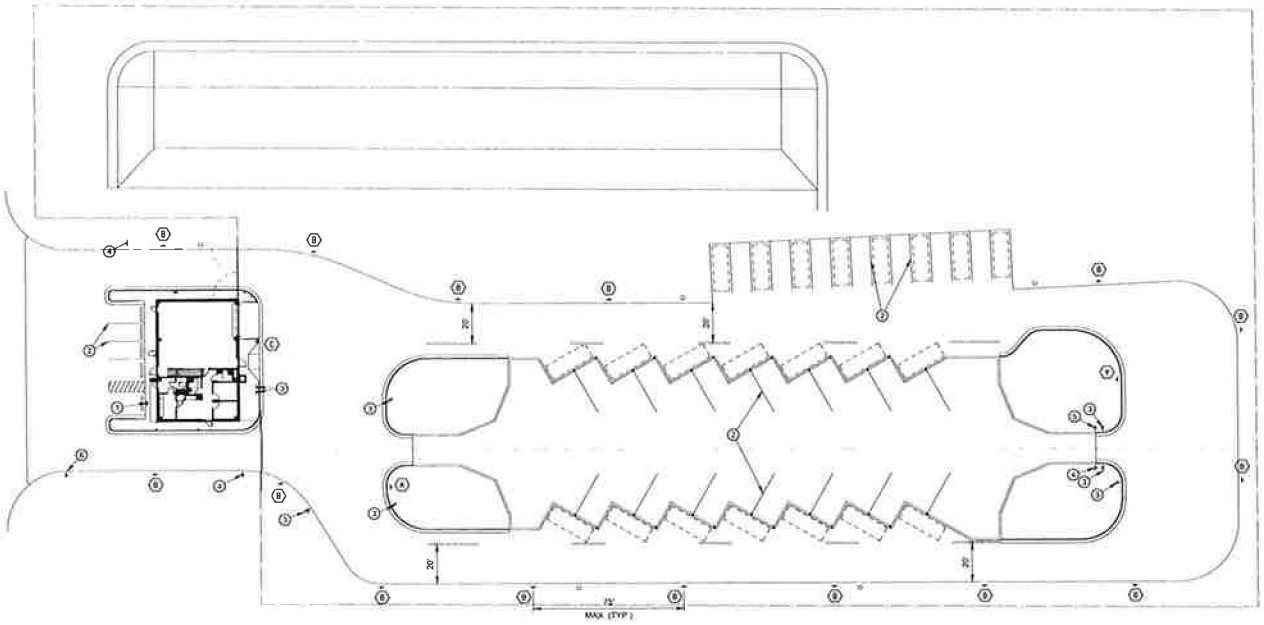
PROJECT NO.
615121 - WEST
45013.22 - NORTH

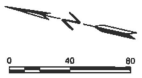
-	02/06/2024	Issue for Proposal
#	DATE	DESCRIPTION

North CCS Pavement Jointing Plan

C-108

FILE NAME: A:\2022\45013.22\03_DSIGN\01_DWG\050_CIVIL\C-108-45013-22.dwg LAYOUT NAME: C-108 PRINTED: Tuesday, February 13, 2024 - 3:05pm USER: Sharvey







LETTERING - RED
BACKGROUND - WHITE
BORDER - BLACK

C5 FIRE LANE SIGNS
NOT TO SCALE

NOTES

1. ALL STRIPING DIMENSIONS ARE MEASURED FROM CENTER OF STRIPE OR TO BACK OF CURB MARKED WITH (F) DENOTES DIMENSIONED TO FACE OF CURB
2. ALL STRIPING IS TO BE 4" WIDE WHITE STRIPE UNLESS OTHERWISE NOTED
3. COORDINATE ANY ADDITIONAL SIGNAGE WITH OWNER

KEYED NOTES

1. ACCESSIBLE SPACE SIGN, SEE DETAIL C5/C-501
2. 4" WIDE WHITE STRIPE
3. METAL SIGN "DO NOT ENTER", SEE DETAIL D2/C-502
4. METAL SIGN "STOP", SEE DETAIL D2/C-502
5. METAL SIGN "ONE-WAY", SEE DETAIL D2/C-502
6. ADDRESS SIGN, SEE DETAIL D1/C-502
7. NEW FIRE LANE SIGN AND TYPE SEE DETAIL C5/C-104

LEGEND

- SIGN
- NO PARKING FIRE LANE
  6" WIDE RED BACKGROUND STRIPE WITH 3" HIGH WHITE LETTERS WITH A ONE-HALF INCH STROKE STATING "FIRE LANE - TOW AWAY ZONE" TO BE PAINTED UPON THE RED STRIPE EVERY 50 ALONG THE ENTIRE LENGTH OF THE FIRE LANE
- NEW FIRE LANE SIGN AND TYPE. SEE DETAIL C5/C-104

SITE DATA - PARKING	MIN. REQUIRED	PROVIDED
STANDARD SPACES	2	3
ACCESSIBLE SPACES	1	2
TOTAL		5

NOTE
PARKING SPACES ARE CALCULATED BASED ON CITY OF MIDLAND ZONING ORDINANCE SECTION 6.02 FOR AN INDUSTRIAL USE THAT IS NOT SPECIFICALLY LISTED IN TABLE 6. THE FACILITY IS REQUIRED TO HAVE ONE SPACE FOR EACH TWO EMPLOYEES PER MAXIMUM SHIFT OR ONE SPACE PER EACH 1,000 SQUARE FEET OF FLOOR AREA, WHICH EVER IS GREATER. THE BUILDING IS ~2,445 SQUARE FEET. THE MAXIMUM OCCUPANCY PER SHIFT IS EXPECTED TO BE 4.

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02/08/2024

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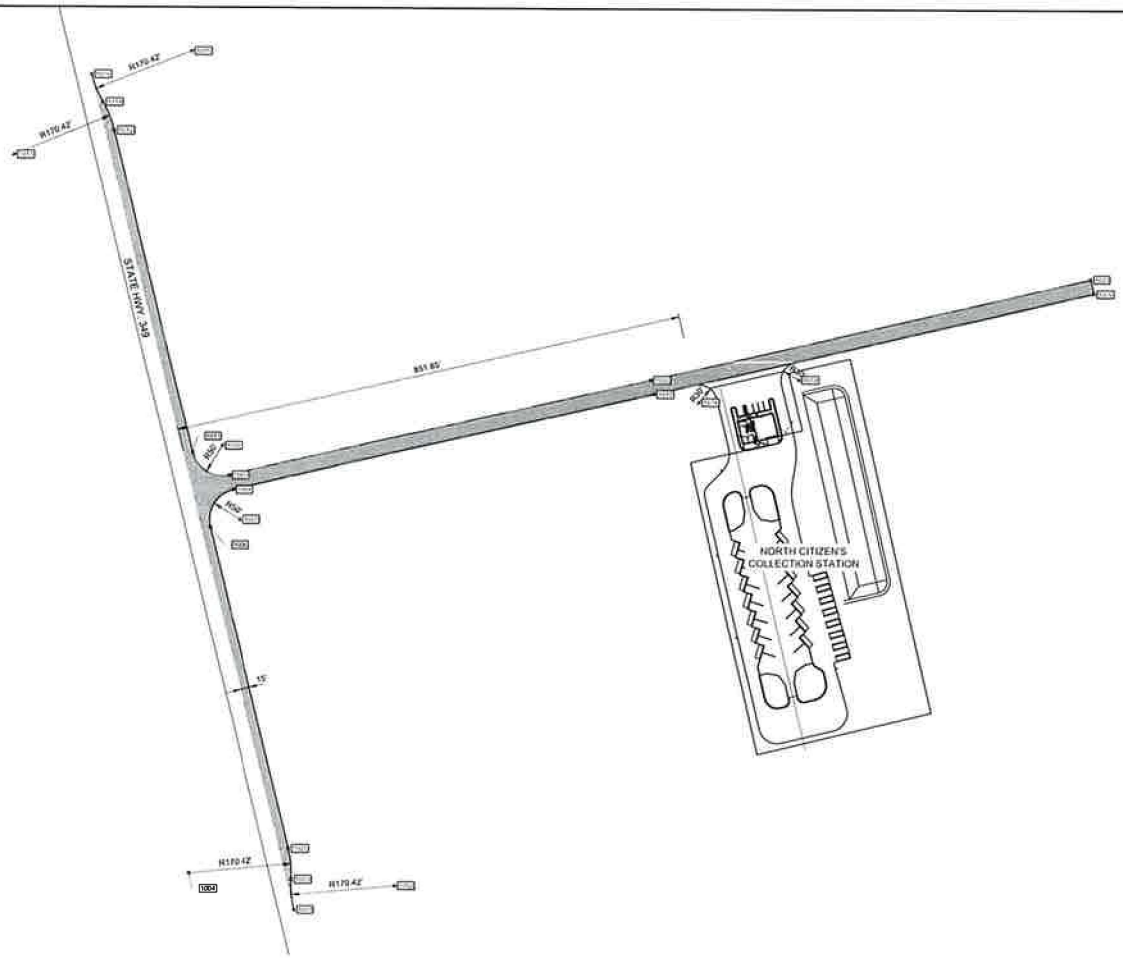
PROJECT NO.
NTTB 21 - WILSS
40015.22 - NORTH

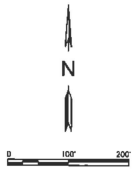
	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

North CCS Signage Control Plan

C-109

FILE NAME: A:\2022\40015.22\03_DSC\ND_DWG\050_CIVIL\C-109-40015-22.dwg LAYOUT NAME: C-109 PRINTED: Tuesday, February 13, 2024 - 3:06pm USER: Shurley





CONTROL POINT TABLE		
POINT #	NORTHING	EASTING
1001	6739095.53	854483.30
1002	6739138.61	854648.84
1003	6739148.89	854478.83
1004	6739159.18	854308.72
1005	6739199.25	854474.36
1006	6739733.25	854345.16
1007	6739745.01	854393.76
1008	6739793.71	854382.45
1009	6739817.92	854376.17
1010	6739868.82	854364.85
1011	6739854.85	854316.26
1012	6740389.75	854186.85
1013	6740349.67	854301.21
1014	6740436.58	854167.80
1015	6740523.49	854314.39
1016	6740483.42	854148.76
1017	6739955.64	855079.69
1018	6739842.24	855154.57
1019	6739880.79	855320.55
1020	6740125.57	855811.33
1021	6740148.92	855805.68
1022	6739880.00	855074.00

GENERAL NOTES

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY, BOTH HORIZONTALLY AND VERTICALLY, THE LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. TO MAKE ALL NECESSARY PRECAUTIONS IN ORDER TO PROTECT ALL FACILITIES ENCOUNTERED, AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS OF THE WORK WITH EXISTING FACILITIES.
2. CONTRACTOR'S TRAFFIC CONTROL PLAN SHALL CONFORM TO ALL TXDOT REQUIREMENTS

LEGEND

- NEW CONSTRUCTION
- CHAIN LINK FENCE. SEE DETAIL C1IC-505
- 1001 CONTROL POINT AND NUMBER. SEE TABLE THIS SHEET
- HEAVY DUTY ASPHALT, SEE DETAIL D1IC-501

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02/08/2024

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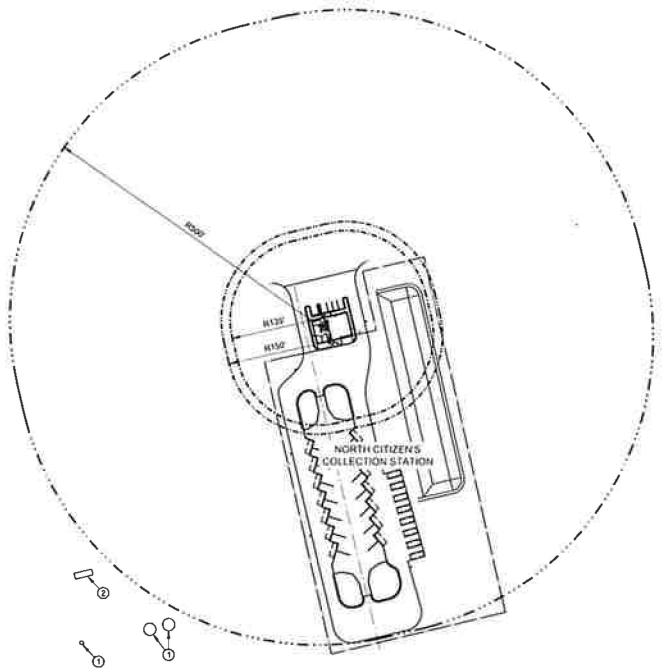
PROJECT NO
611021 - WEST
611975.23 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

North CCS Site Access Plan

C-110

FILE NAME: A:\0022\40015.22\03_DSO\ND1_DWG\0290_CIVIL\C-110-40015-22.dwg LAYOUT NAME: C-110 PRINTED: Tuesday, February 13, 2024 - 3:07pm USER: Sharvey



N

0 100' 200'

GENERAL NOTES

1. NO OCCUPIED COMMERCIAL STRUCTUHE OR OCCUPIED PUBLIC BUILDING SHALL BE WITHIN 500 FEET OF ANY OIL AND GAS WELL
2. NO PUBLICLY DEDICATED STREET OR ALLEY RIGHT-OF WAY, WITHIN THE CITY OF MIDLAND SHALL BE WIHTIN 135 FEET OF ANY OIL AND GAS WELL
3. IN NO EVENT SHALL A BUILDING PERMIT BE ISSUED BY THE CITY OF MIDLAND FOR ANY PRIVATE RESIDENCE OR COMMERCIAL BUILDING TO BE CONSTHUCTED, EITHER IN WHOLE OR IN PART, WITHIN 300 FEET OF A PREVIOUSLY PERMITTED BUT UNDRILLED OIL AND GAS WELL OR 135 FEET OF AN EXISTING OIL AND GAS WELL OR WITHIN 150 FEET OF A PREVIOUSLY PERMITTED TANK BATTERY

KEY NOTES

AS INDICATED BY (XX)

1 EXISTING TANK BATTERY
2 EXISTING PUMPJACK

LEGEND

- NEW CONSTRUCTION
- CHAIN LINK FENCE, SEE DETAIL C1C-505
- 135-FT OFFSET FROM NEW BUILDING
- 150-FT OFFSET FROM NEW BUILDING
- 500-FT OFFSET FROM NEW BUILDING

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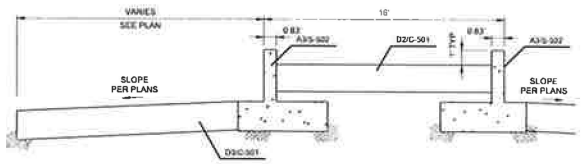
PROJECT NO.
6119.21 - WEST
40315.22 - NORTH

#	DATE	DESCRIPTION
1	2/08/2024	Issue for Proposal

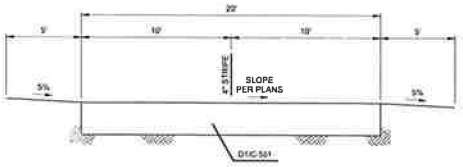
North CCS Proximity to Oil Field Equipment

C-111

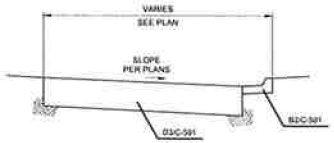
FILE NAME: A:\2022\40015.22\03_DSGN\01_DWG\05b_CIVIL\C-111-40015-22.dwg LAYOUT NAME: C-111 PRINTED: Tuesday, February 13, 2024 - 3:08pm USER: Sharvey



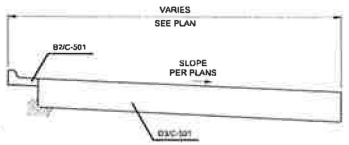
D4 SECTION
SCALE 1" = 4'



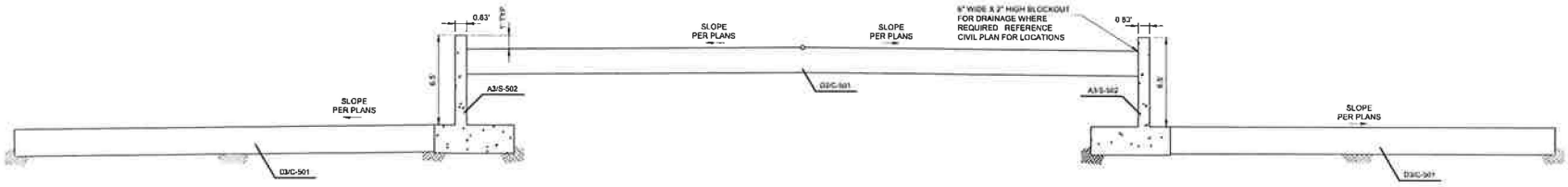
C2 SECTION
SCALE 1" = 4'



C4 SECTION
SCALE 1" = 4'



C5 SECTION
SCALE 1" = 4'



A1 SECTION
SCALE 1" = 4'

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PROJECT NO
6119.21 - WEST
40015.22 - NORTH

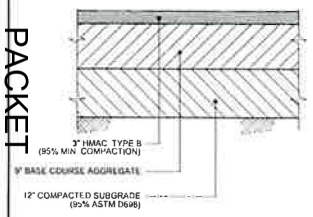
+	DATE	DESCRIPTION
-	02/08/2024	Issue for Proposal

Site
Cross Sections

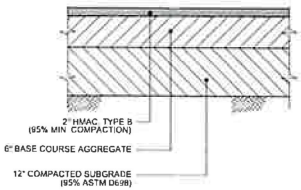
C-301

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\05_CIVIL\C-301-6119-21.dwg LAYOUT NAME: C-301 PRINTED: Tuesday, February 13, 2024 - 3:38pm USER: Shanew

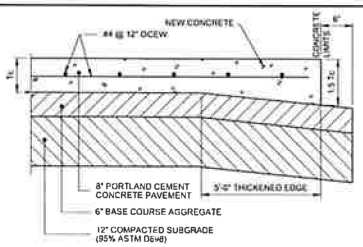
PACKET 8.567 August 27, 2024



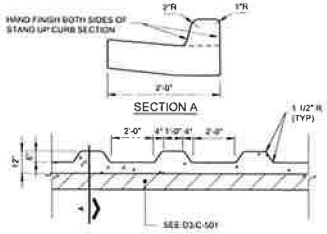
D1 HEAVY DUTY ASPHALT PAVEMENT SECTION
NO SCALE



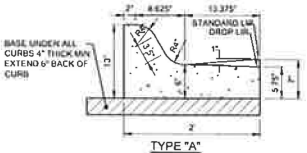
D2 LIGHT DUTY ASPHALT PAVEMENT SECTION
NO SCALE



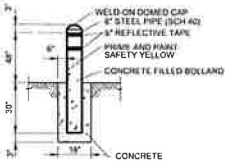
D3 TYPICAL CONCRETE PAVEMENT
NO SCALE



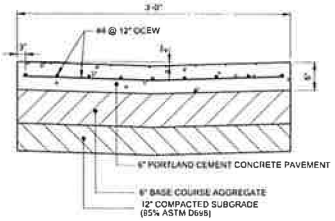
C1 SAWTOOTH CURB & GUTTER
NO SCALE



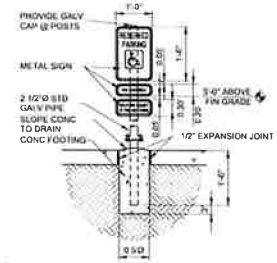
C2 6" CONCRETE CURB
NO SCALE



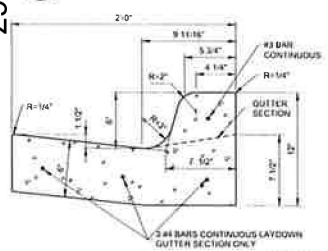
C3 BOLLARD DETAIL
NO SCALE



C4 36" VALLEY GUTTER
NO SCALE

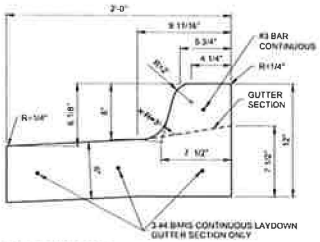


C5 STANDARD SIGNAGE ELEVATION
NO SCALE

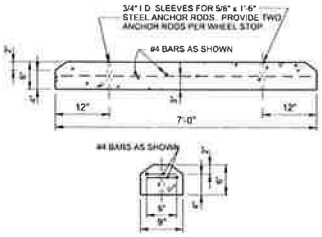


NOTE: SCORE CONCRETE CURB AS SPECIFIED

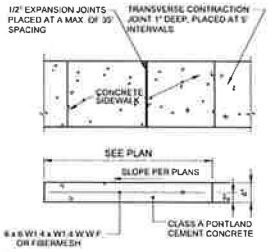
B1 24" CURB AND GUTTER
NO SCALE



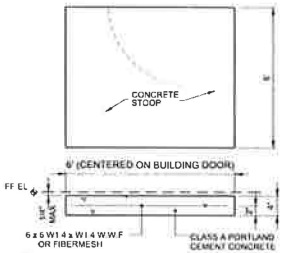
B2 DROP LIP CURB AND GUTTER
NO SCALE



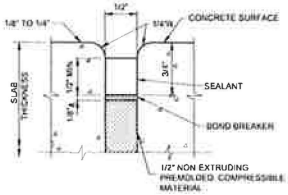
B3 PARKING WHEEL STOP
NO SCALE



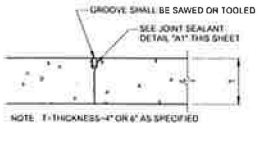
B4 SIDEWALK DETAIL
NO SCALE



B5 CONCRETE STOOP
NO SCALE

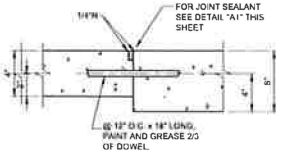


A1 1/2" EXPANSION JOINT SECTION
NO SCALE

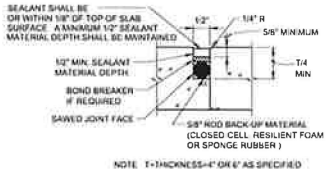


NOTE: T=THICKNESS=4" OR 6" AS SPECIFIED

A2 CONTRACTION JOINT
NO SCALE

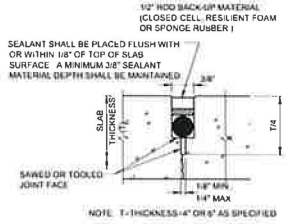


A3 DOWELED EXPANSION JOINT
NO SCALE



NOTE: T=THICKNESS=4" OR 6" AS SPECIFIED

A4 CONSTRUCTION JOINT
NO SCALE



NOTE: T=THICKNESS=4" OR 6" AS SPECIFIED

A5 SAWED/TOOLED CONTRACTION JOINT
NO SCALE

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Midland, TX

PROJECT NO.
611921 - WEST
40319.22 - NORTH

	DATE	DESCRIPTION
1	02/06/2024	Issue for Proposal

Detail Sheet

C-501

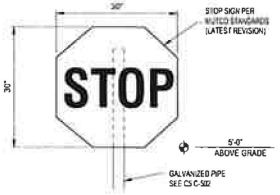
FILE NAME: A:\2021\611921\03_DSGN\01_DWG\05S_CIVIL\C-501-611921.dwg LAYOUT NAME: C-501 PRINTED: Tuesday, February 13, 2024 - 3:11pm USER: Shaney

PACKET
8.568
August 27, 2024

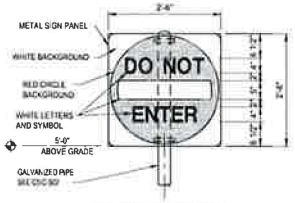


DOUBLE SIDED ADDRESS SIGN 18" WIDE x 18" HIGH BRUSHED ALUMINUM WITH 4 - 6" HIGH RECESSED NUMBERS (6135) 2 - 2'6" HIGH x 2" STEEL TUBES SET IN 8" x 8" x 12" DEEP CONCRETE FOOTING

D1 ADDRESS SIGN
NO SCALE



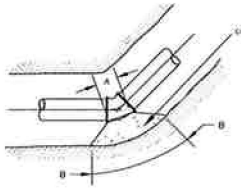
"STOP" SIGN



"DO NOT ENTER" SIGN



D2 METAL SIGNS
NO SCALE



DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°			22 1/2°			45°			90°		
	A	B	°C	A	B	°C	A	B	°C	A	B	°C
2" TO 4"	0	4	1	0	7	2	1	13	4	3	26	8
6"	0	6	2	1	11	3	2	20	6	4	39	12
8"	0	8	2	1	14	4	2	27	8	5	52	16
10"	0	10	3	1	18	5	3	33	10	6	65	20
12"	0	12	4	1	21	6	3	40	12	7	78	24
14"	0	13	4	1	25	7	4	47	14	8	91	28
16"	0	15	5	1	28	8	4	54	16	9	104	32
18"	0	17	5	1	32	9	4	61	18	10	117	36
20"	0	19	6	1	35	10	5	68	20	11	130	40
24"	0	23	7	1	42	12	6	81	24	13	156	48

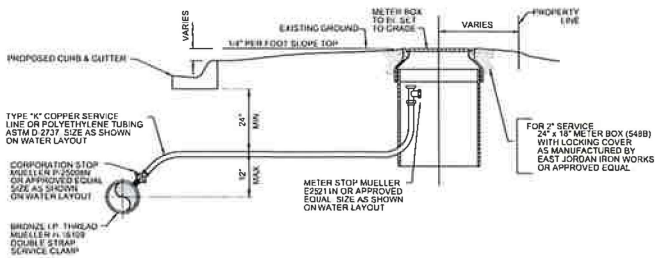
NOTE
BLOCKING FOR 14" AND 16" 90° BENDS AND ALL BENDS LARGER THEN 16" WILL BE AS SHOWN ON THE PLANS

"C" - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

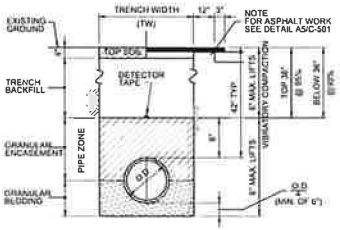
C1 BLOCKING FOR BENDS
NO SCALE



C5 SIGN POST INSTALLATIONS
NO SCALE

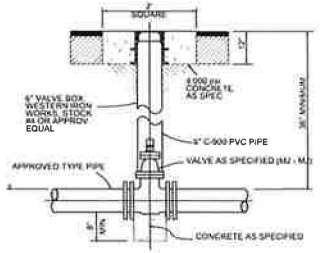


B1 TYPICAL WATER METER SERVICE CONNECTION
NO SCALE

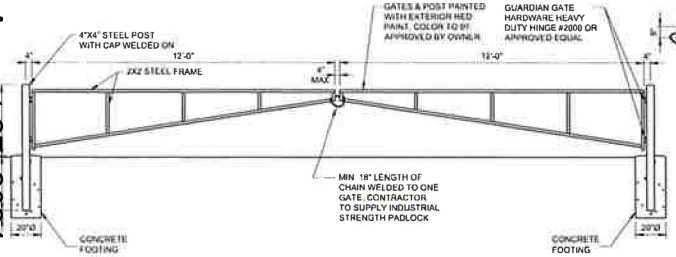


NOTES:
A. ALL GRANULAR BEDDING AND ENCASEMENT SHALL BE THOROUGHLY COMPACTED BY MECHANICAL MEANS IN MAXIMUM 8" LIFTS, TO ACHIEVE OPTIMUM CONSOLIDATION OF MATERIAL. THIS MATERIAL SHALL BE CRUSHED STONE ASTM C33 GRADE No. 7 or 8.
B. ALL ASPHALTIC ROADWAY, DRIVEWAY SURFACES, ETC SHALL BE SAW CUT PRIOR TO CONSTRUCTING WATER LINES / WATER SERVICES.
C. TRENCH BACKFILL MAY BE MATERIAL GENERATED FROM TRENCH EXCAVATION IF SUITABLE MATERIAL.

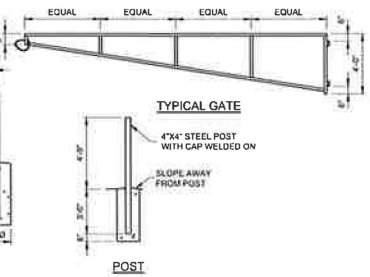
B3 PIPE ROCK BEDDING
NO SCALE



B5 VALVE INSTALLATION
NO SCALE



A1 SWING GATE
NO SCALE



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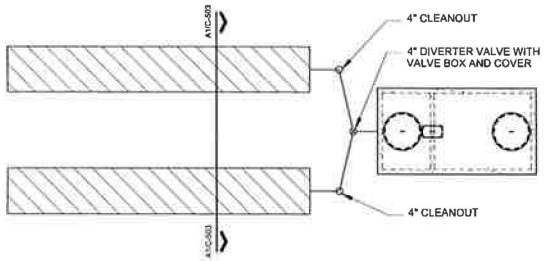
PROJECT NO.
6119.21 - WEST
ISSUES 27 - NORTH

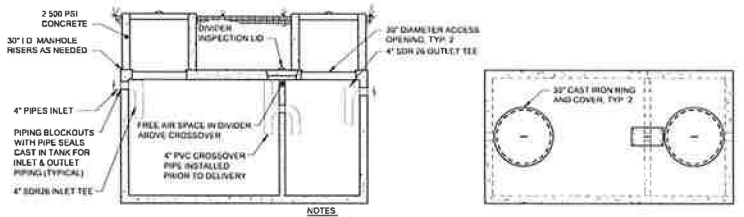
#	DATE	DESCRIPTION
1	02.08.2024	Issue for Proposal

Detail Sheet
C-502

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\650_CIVIL\C-502-6119-21.dwg LAYOUT NAME: C-502 PRINTED: Tuesday, February 13, 2024 - 3:12pm USER: Shanley

PACKET 8.569 August 27, 2024





NOTES
1. CONTRACTOR SHALL SIZE THE SEPTIC TANK FOR THIS FACILITY IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
2. CONTRACTOR SHALL PROTECT SEPTIC TANK WITH BOLLARDS
3. SEPTIC TANK SHALL BE A PRECAST CONCRETE SEPTIC TANK OR APPROVED EQUAL
4. SEPTIC TANK SHALL HAVE MINIMUM CAPACITY AS RECOMMENDED IN SITE EVALUATION REPORT

C3 SEPTIC TANK
NOT TO SCALE

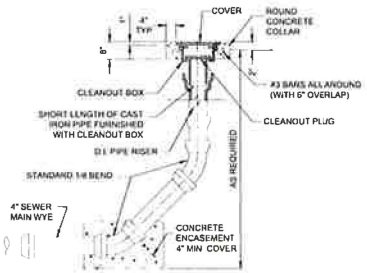
DESIGN ANALYSIS

1. CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2. CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM

LEGEND

- 4" SANITARY SEWER (PVC, SDR-26)
- 36" HIGH CAPACITY LEACHING CHAMBER
- 4" DIVERTER VALVE
- 4" CLEAN OUT

C1 ABSORPTIVE DRAINFIELD LAYOUT
1" = 4'-0"



B1 CLEANOUT DETAIL
NOT TO SCALE



NOTES
1. CONTRACTOR SHALL OBTAIN A SOIL EVALUATION REPORT FOR SEPTIC SYSTEM SUITABILITY IN THE AREA PRIOR TO DESIGN AND CONSTRUCTION
2. CONTRACTOR SHALL SIZE THE ABSORPTION FIELD IN ACCORDANCE WITH ALL RELEVANT REGULATION AND ORDINANCES
3. FOR REDUNDANCY CONTRACTOR SHALL INSTALL TWO ADEQUATELY SIZED ABSORPTION FIELDS SEPARATED BY DIVERTER VALVE
4. CONTRACTOR SHALL PROTECT ABSORPTION FIELD WITH BOLLARDS
5. EXCAVATE TRENCHES TO PROPER WIDTH AND PROPER DEPTH AS REQUIRED BY STATE AND LOCAL CODES
6. SMOOTH IRREGULARITIES IN THE EXCAVATION. A LEVEL, FLAT SURFACE IS NECESSARY
7. ASSEMBLE BIODIFFUSER LEACHING CHAMBERS AND UNIVERSAL ENDPLATES TOGETHER IN TRENCH(ES)
8. THE UNIVERSAL END PLATE IS CONSTRUCTED WITH TABS SO THAT THE EARTH FILL ON ONE SIDE WILL HOLD IT SECURELY IN PLACE AGAINST THE BIODIFFUSER
9. PUNCH OUT PIPE HOLE OPENINGS IN THE END PLATES AS NEEDED AND CONNECT INLET PIPES
10. FILL SIDEWALL AREA TO TOP OF CHAMBERS WITH NATIVE SOIL (COARSE SAND OR FINE GRAVEL MAY ALSO BE USED. NO HEAVY CLAY, SILT, OR DEBRIS SHALL BE INCLUDED)
11. "WALK IN" FILL TO COMPACT SOIL ALONG SIDES OF BIODIFFUSER
12. COVER BIODIFFUSER LEACHING CHAMBERS TO A MINIMUM OF 12" AFTER CONSOLIDATION
13. USE TRAFFIC-RATED CLEANOUT COVER FOR ALL CLEANOUTS ADJACENT TO LEACH FIELD
14. CONTRACTOR SHALL COORDINATE WITH LOCAL OSSF PERMITTING AUTHORITY TO ACQUIRE ALL NECESSARY AUTHORIZATION OF OSSF SYSTEM
15. CONTRACTOR SHALL ADHERE TO RECOMMENDATIONS FROM SITE EVALUATION

A1 TYPICAL TRENCH AND ABSORPTIVE DRAINFIELD CROSS-SECTION
NOT TO SCALE

FILE NAME: A:\2021\6119.21\03_DSGN\01_DWG\650_CIVIL\C-503-6119.21.dwg LAYOUT NAME: C-503 PRINTED: Tuesday, February 13, 2024 - 3:12pm USER: Shirley

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SPENCER J. HARVEY 138737 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS
02/06/2024

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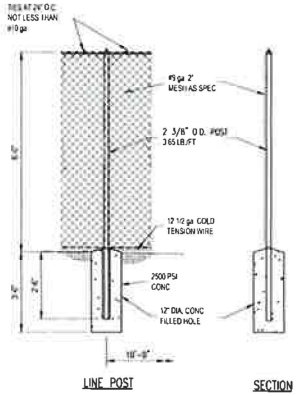
CLIENT
City of Midland, Texas
300 N. Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
6015.27 - NORTH

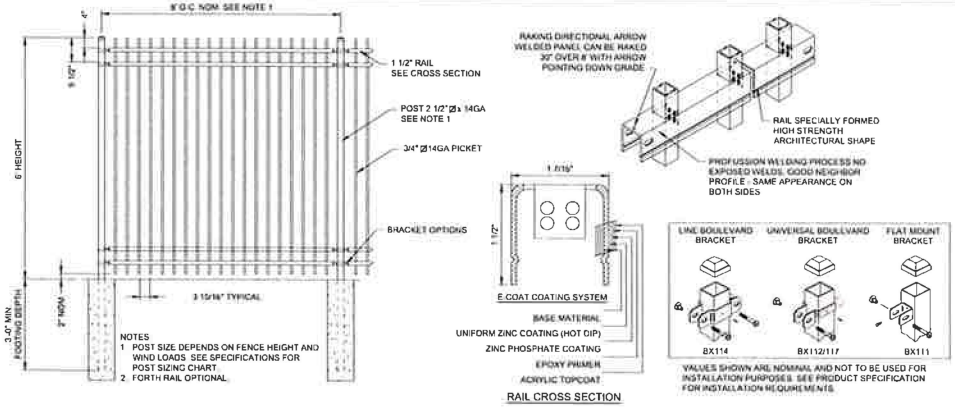
#	DATE	DESCRIPTION
1	02/06/2024	Issue for Proposal

Absorptive Drainfield Details

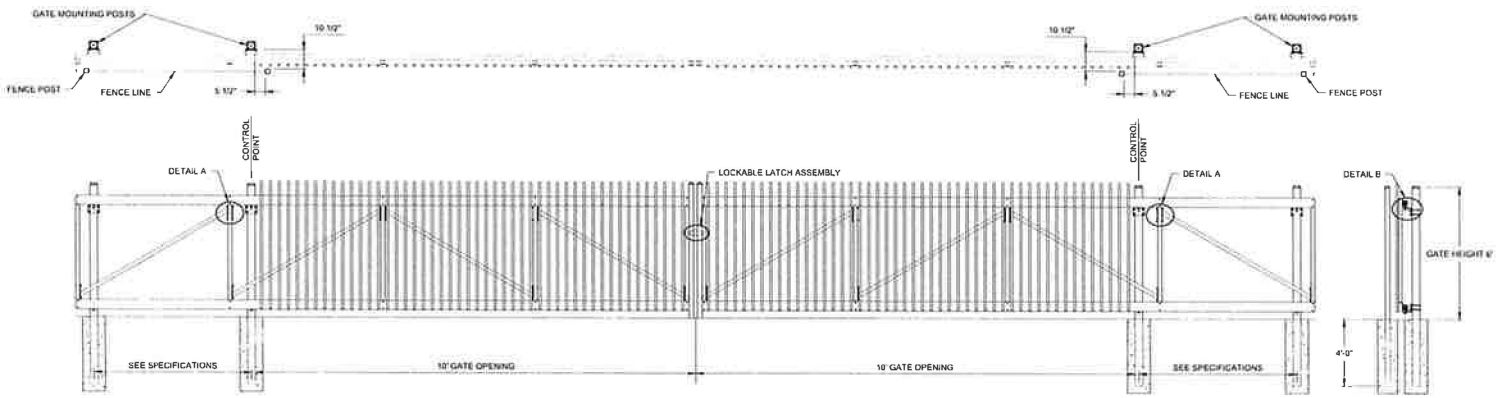
C-503

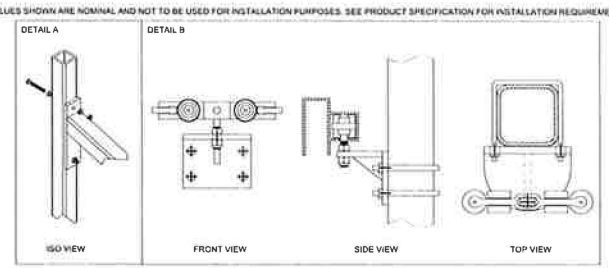


C1 CHAIN LINK FENCE DETAILS
NTS



C2 WELDED STEEL PANEL FENCE SECTION AND DETAILS
NTS





A1 CANTILEVER GATE SECTION AND DETAILS
NTS

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PROJECT NO
611921 - WLST
630519 - NORTH

#	DATE	DESCRIPTION
1	02/06/2024	Issue for Proposal

Fencing Details

C-504

FILE NAME: A:\2021\611921\03_DSGN\01_DWG\06_CIVIL\C-504.611921.dwg LAYOUT NAME: C-504 PRINTED: Tuesday, February 13, 2024 - 3:13pm USER: Shanvey

PACKET 8.571 August 27, 2024

POINT #	NORTHING	EASTING	DESCRIPTION
101	10680511.78	1730213.02	RET WALL
102	10680527.25	1730201.41	RET WALL
103	10680533.54	1730199.78	RET WALL
104	10680530.13	1730186.52	RET WALL
105	10680515.81	1730182.60	RET WALL
106	10680522.52	1730158.12	RET WALL
107	10680505.53	1730154.79	RET WALL
108	10680515.24	1730129.81	RET WALL
109	10680501.26	1730125.97	RET WALL
110	10680507.97	1730101.50	RET WALL
111	10680493.46	1730097.66	RET WALL
112	10680500.69	1730073.19	RET WALL
113	10680486.70	1730069.35	RET WALL
114	10680493.41	1730044.87	RET WALL
115	10680479.43	1730041.04	RET WALL
116	10680486.14	1730016.56	RET WALL
117	10680472.15	1730012.73	RET WALL
118	10680482.18	1729975.14	RET WALL
119	10680478.70	1729962.62	RET WALL
120	10680465.87	1729965.71	RET WALL
121	10680447.52	1729962.99	RET WALL
122	10680435.91	1729947.53	RET WALL
123	10680430.16	1729925.19	ASPHALT
124	10680430.97	1729924.99	RET WALL
125	10680430.15	1729921.78	CONC CURB
126	10680439.35	1729919.41	RADIUS PNT
127	10680436.98	1729910.21	CONC CURB
128	10680444.44	1729908.29	CONC CURB
129	10680449.41	1729927.66	RADIUS PNT
130	10680466.78	1729922.69	CONC CURB
131	10680473.80	1729942.21	CONC CURB
132	10680478.82	1729961.73	CONC CURB
133	10680464.36	1730217.57	RET WALL
134	10680452.32	1730220.66	RET WALL
135	10680448.81	1730206.98	RET WALL
136	10680458.84	1730197.24	RET WALL

POINT #	NORTHING	EASTING	DESCRIPTION
137	10680441.16	1730178.03	RET WALL
138	10680451.57	1730168.93	RET WALL
139	10680433.89	1730150.72	RET WALL
140	10680444.29	1730140.62	RET WALL
141	10680426.61	1730122.41	RET WALL
142	10680437.01	1730112.30	RET WALL
143	10680419.33	1730094.10	RET WALL
144	10680429.74	1730083.99	RET WALL
145	10680412.05	1730065.78	RET WALL
146	10680422.46	1730055.68	RET WALL
147	10680404.78	1730037.47	RET WALL
148	10680415.18	1730027.37	RET WALL
149	10680398.13	1730009.81	RET WALL
150	10680391.75	1729984.97	RET WALL
151	10680391.21	1729984.25	CONC CURB
152	10680403.78	1729981.85	RET WALL
153	10680419.24	1729970.26	RET WALL
154	10680421.96	1729951.12	RET WALL
155	10680416.22	1729945.78	ASPHALT
156	10680415.42	1729926.98	RET WALL
157	10680414.59	1729925.77	CONC CURB
158	10680405.39	1729918.14	RADIUS PNT
159	10680403.02	1729918.94	CONC CURB
160	10680397.00	1729923.06	CONC CURB
161	10680393.10	1729945.78	RADIUS PNT
162	10680369.37	1729952.86	CONC CURB
163	10680373.05	1729967.20	CONC CURB
164	10680382.25	1729964.84	RADIUS PNT
165	10680377.90	1729973.28	CONC CURB
166	10680386.22	1729977.57	CONC CURB
167	10680381.86	1729986.01	RADIUS PNT
168	10680391.06	1729988.65	CONC CURB
169	10680429.26	1730254.15	CONCRETE
170	10680535.78	1730226.71	RADIUS PNT
171	10680427.07	1730209.91	CONCRETE
172	10680431.42	1730261.79	CONCRETE

POINT #	NORTHING	EASTING	DESCRIPTION
173	10680342.47	1730268.04	RADIUS PNT
174	10680429.64	1730245.64	CONCRETE
175	10680378.47	1730058.97	CONCRETE
176	10680332.95	1729909.46	CONCRETE
177	10680361.83	1729901.65	RADIUS PNT
178	10680394.16	1729871.60	CONCRETE
179	10680405.56	1729858.39	CONCRETE
180	10680441.13	1729849.25	CONCRETE
181	10680448.60	1729878.30	RADIUS PNT
182	10680477.66	1729870.84	CONCRETE
183	10680524.74	1730054.81	CONCRETE
184	10680575.72	1730252.36	CONCRETE
185	10680551.51	1730258.59	RADIUS PNT
186	10680569.14	1730275.10	CONCRETE
187	10680548.42	1730297.68	CONCRETE
188	10680577.27	1730325.60	RADIUS PNT
189	10680598.53	1730335.55	CONCRETE
190	10680336.47	1729944.15	CONCRETE
191	10680327.78	1729944.95	CONCRETE
192	10680349.79	1730268.65	CONCRETE
193	10680371.78	1730138.36	CONCRETE
194	10680394.31	1730018.21	CONCRETE
195	10680399.65	1730129.75	CONCRETE
196	10680453.23	1730447.13	CONCRETE
197	10680424.16	1730454.67	RADIUS PNT
198	10680431.60	1730483.74	CONCRETE
199	10680509.82	1730344.37	RADIUS PNT
200	10680533.18	1730403.13	RADIUS PNT
201	10680460.55	1730256.91	RADIUS PNT
202	10680579.10	1730438.13	CONCRETE
203	10680530.77	1730403.75	RADIUS PNT
204	10680453.15	1730464.27	CONCRETE
205	10680472.18	1730418.65	CONC CURB
206	10680479.73	1730418.22	RADIUS PNT
207	10680471.10	1730420.68	CONC CURB
208	10680469.24	1730421.16	CONC CURB

POINT #	NORTHING	EASTING	DESCRIPTION
209	10680468.87	1730419.70	RADIUS PNT
210	10680467.42	1730420.08	CONC CURB
211	10680596.71	1730441.58	CONCRETE
212	10680589.29	1730412.52	RADIUS PNT
213	10680580.23	1730419.98	CONCRETE
214	10680514.73	1730343.61	BUILDING
215	10680524.78	1730382.58	BUILDING
216	10680486.38	1730397.63	BUILDING
217	10680456.34	1730358.65	BUILDING
218	10680509.06	1730232.17	RET WALL
219	10680514.81	1730254.51	ASPHALT
220	10680515.61	1730254.30	RET WALL
221	10680516.44	1730257.51	CONC CURB
222	10680525.64	1730255.15	RADIUS PNT
223	10680526.60	1730264.35	CONC CURB
224	10680529.72	1730263.91	CONC CURB
225	10680524.74	1730244.54	RADIUS PNT
226	10680544.11	1730239.56	CONC CURB
227	10680534.07	1730200.51	CONC CURB
228	10680483.51	1730220.29	RET WALL
229	10680499.12	1730235.75	RET WALL
230	10680500.87	1730258.09	ASPHALT
231	10680500.06	1730256.30	RET WALL
232	10680500.88	1730261.51	CONC CURB
233	10680491.68	1730263.87	RADIUS PNT
234	10680494.05	1730273.07	CONC CURB
235	10680486.59	1730274.98	CONC CURB
236	10680481.61	1730255.62	RADIUS PNT
237	10680462.24	1730250.60	CONC CURB
238	10680452.21	1730221.55	CONC CURB
239	10680550.22	1730299.62	LIGHT POLE
240	10680554.48	1730159.69	LIGHT POLE
241	10680519.63	1730024.09	LIGHT POLE
242	10680350.84	1729978.33	LIGHT POLE
243	10680401.13	1730144.78	LIGHT POLE
244	10680434.18	1730383.26	LIGHT POLE

POINT #	NORTHING	EASTING	DESCRIPTION
245	10680413.02	1730180.97	CONCRETE
246	10680280.87	1729859.05	FENCE
247	10680324.67	1730001.83	FENCE
248	10680364.47	1730144.60	FENCE
249	10680399.65	1730254.90	FENCE
250	10680431.24	1730365.20	FENCE
251	10680512.17	1730333.44	FENCE
252	10680546.02	1730324.52	FENCE
253	10680572.22	1730426.63	FENCE
254	10680687.12	1730387.29	FENCE
255	10680808.68	1730368.25	FENCE
256	10680588.66	1730403.15	POND
257	10680560.74	1730294.52	POND
258	10680585.18	1730269.07	POND
259	10680529.87	1730054.30	POND
260	10680474.77	1729839.52	POND
261	10680542.84	1729823.59	POND
262	10680566.78	1729916.47	POND
263	10680589.99	1729911.04	POND
264	10680549.46	1730141.73	POND
265	10680708.94	1730372.42	POND
266	10680597.30	1730389.55	POND
267	10680574.03	1730298.01	POND
268	10680593.83	1730277.38	POND
269	10680586.80	1730268.08	POND
270	10680544.36	1730038.58	POND
271	10680504.03	1729857.74	POND
272	10680526.14	1729852.39	POND
273	10680546.27	1729921.76	POND
274	10680571.61	1729937.10	POND
275	10680575.40	1729936.18	POND
276	10680614.15	1730069.62	POND
277	10680652.88	1730203.05	POND
278	10680676.33	1730294.00	POND
279	10680694.32	1730363.77	POND
280	10680453.31	1730352.77	BOLLARD

POINT #	NORTHING	EASTING	DESCRIPTION
291	10680525.35	1730388.73	CONC CURB
292	10680468.21	1730400.45	CONC CURB
297	10680459.59	1730389.69	CONC CURB
298	10680451.76	1730359.30	CONC CURB
299	10680454.87	1730349.45	CONC CURB
300	10680473.16	1730343.98	CONC CURB
301	10680474.65	1730343.60	CONC CURB
302	10680493.38	1730338.78	CONC CURB
303	10680507.46	1730335.17	CONC CURB
304	10680518.02	1730342.00	CONC CURB
305	10680526.83	1730372.38	CONC CURB
306	10680534.64	1730402.76	CONC CURB
307	10680533.56	1730404.58	CONC CURB
308	10680531.14	1730405.21	CONC CURB
309	10680529.31	1730404.13	CONC CURB
310	10680523.66	1730382.04	BOLLARD
311	10680520.13	1730382.95	BOLLARD
312	10680528.84	1730382.15	BOLLARD
313	10680525.31	1730383.06	BOLLARD
314	10680474.25	1730359.18	BOLLARD
315	10680458.26	1730357.29	BOLLARD
316	10680452.09	1730356.58	BOLLARD

FOR CONTROL POINT LOCATIONS, SEE SHEET C-101.

FILE NAME: A:\2021\6119.21\02_DESIGN\01_DWG\02_CIVIL\C-101-611921.dwg LAYOUT NAME: C-601 PRINTED: Tuesday, February 13, 2024 - 3:14pm JSEN Shaney

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02/05/2024

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Citizen Collection Stations

City Of Midland

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City of Midland, Texas

300 N. Loraine
Midland, TX

PROJECT NO:
6119.21 - WEST
6015.22 - SOUTH

#	DATE	DESCRIPTION
1	02/05/2024	Issue for Proposal

West CCS Control Point Tables

C-601

PACKET 8.572 August 27, 2024

POINT #	NORTHING	EASTING	DESCRIPTION
101	6739741.10	855227.71	RET WALL
102	6739729.83	855212.00	RET WALL
103	6739728.35	855205.67	RET WALL
104	6739715.01	855208.79	RET WALL
105	6739710.77	855223.02	RET WALL
106	6739688.45	855215.78	RET WALL
107	6739682.31	855229.68	RET WALL
108	6739657.98	855222.44	RET WALL
109	6739653.85	855236.34	RET WALL
110	6739629.52	855229.10	RET WALL
111	6739625.38	855243.00	RET WALL
112	6739601.06	855235.76	RET WALL
113	6739596.92	855249.66	RET WALL
114	6739572.59	855242.42	RET WALL
115	6739568.46	855256.32	RET WALL
116	6739544.13	855249.07	RET WALL
117	6739539.99	855262.97	RET WALL
118	6739500.63	855252.15	RET WALL
119	6739496.04	855255.33	RET WALL
120	6739492.67	855267.43	RET WALL
121	6739489.74	855280.51	RET WALL
122	6739474.02	855287.79	RET WALL
123	6739451.56	855303.04	ASPHALT
124	6739451.38	855302.23	RET WALL
125	6739448.15	855302.99	CONC CURB
126	6739445.98	855293.74	RADIUS PNT
127	6739436.73	855295.90	CONC CURB
128	6739434.98	855288.41	CONC CURB
129	6739454.46	855283.85	RADIUS PNT
130	6739449.90	855264.38	CONC CURB
131	6739464.53	855259.78	CONC CURB
132	6739469.15	855255.19	CONC CURB
133	6739744.62	855275.22	RET WALL
134	6739747.45	855287.32	RET WALL
135	6739733.70	855290.54	RET WALL
136	6739724.17	855280.79	RET WALL
137	6739705.58	855287.57	RET WALL
138	6739695.71	855286.95	RET WALL
139	6739677.12	855304.23	RET WALL
140	6739667.24	855293.61	RET WALL
141	6739648.66	855310.89	RET WALL
142	6739638.78	855300.27	RET WALL
143	6739620.19	855317.55	RET WALL
144	6739610.32	855306.93	RET WALL
145	6739591.73	855324.21	RET WALL
146	6739581.85	855313.59	RET WALL
147	6739563.27	855330.87	RET WALL
148	6739553.39	855320.24	RET WALL
149	6739535.46	855336.91	RET WALL
150	6739510.48	855342.76	RET WALL

POINT #	NORTHING	EASTING	DESCRIPTION
151	6739509.76	855343.27	CONC CURB
152	6739507.86	855330.65	RET WALL
153	6739486.39	855314.44	RET WALL
154	6739477.30	855311.61	RET WALL
155	6739454.84	855317.06	ASPHALT
156	6739455.03	855317.87	RET WALL
157	6739451.61	855318.63	CONC CURB
158	6739453.97	855327.68	RADIUS PNT
159	6739444.72	855330.04	CONC CURB
160	6739446.49	855340.15	CONC CURB
161	6739472.35	855340.57	RADIUS PNT
162	6739477.93	855364.42	CONC CURB
163	6739482.32	855361.06	CONC CURB
164	6739490.16	855351.81	RADIUS PNT
165	6739498.50	855356.35	CONC CURB
166	6739502.97	855348.12	CONC CURB
167	6739511.32	855352.66	RADIUS PNT
168	6739509.16	855343.41	CONC CURB
169	6739480.41	855313.29	CONCRETE
170	6739455.28	855298.19	RADIUS PNT
171	6739836.12	855314.51	CONCRETE
172	6739808.10	855309.56	CONCRETE
173	6739792.43	855298.15	RADIUS PNT
174	6739771.93	855310.55	CONCRETE
175	6739584.18	855357.64	CONCRETE
176	6739433.72	855299.90	CONCRETE
177	6738425.54	855371.03	RADIUS PNT
178	6739396.53	855377.86	CONCRETE
179	6739364.24	855326.18	CONCRETE
180	6738375.68	855280.42	CONCRETE
181	6739405.09	855283.59	RADIUS PNT
182	6739398.26	855254.38	CONCRETE
183	6738587.42	855211.30	CONCRETE
184	6739781.83	855164.65	CONCRETE
185	6739789.09	855183.49	RADIUS PNT
186	6739605.23	855171.34	CONCRETE
187	6739626.75	855197.93	CONCRETE
188	6739464.19	855203.64	CONCRETE
189	6739510.91	855378.05	CONCRETE
190	6739519.08	855406.81	CONCRETE
191	6739591.24	855386.48	CONCRETE
192	6739663.41	855366.05	CONCRETE
193	6739542.17	855368.91	CONCRETE
194	6739555.41	855407.80	CONCRETE
195	6739579.94	855391.35	CONCRETE
196	6739601.79	855320.55	RADIUS PNT
197	6740010.01	855313.77	CONCRETE
198	6739572.39	855234.53	RADIUS PNT
199	6739560.81	855326.28	POINT
200	6739583.87	855281.66	RADIUS PNT

POINT #	NORTHING	EASTING	DESCRIPTION
202	6739967.43	855174.31	CONCRETE
203	6739932.20	855212.88	RADIUS PNT
204	6739986.44	855375.78	POINT
205	6739971.82	855374.87	POINT
206	6739945.02	855271.79	CONC CURB
207	6739954.52	855402.19	POINT
208	6739953.40	855397.32	POINT
209	6739946.36	855273.25	RADIUS PNT
210	6739902.66	855436.63	POINT
211	6739947.82	855272.90	CONC CURB
212	6739650.60	855471.66	POINT
213	6739948.26	855274.77	CONC CURB
214	6739946.80	855275.11	RADIUS PNT
215	6739947.14	855276.57	CONC CURB
216	6739971.46	855147.78	CONCRETE
217	6739942.24	855154.57	RADIUS PNT
218	6739949.07	855183.78	CONCRETE
219	6739871.72	855227.61	BUILDING
220	6739910.81	855218.41	BUILDING
221	6739924.68	855277.12	BUILDING
222	6739865.49	855286.31	BUILDING
223	6739760.10	855200.85	RET WALL
224	6739762.65	855225.59	ASPHALT
225	6739782.48	855224.78	RET WALL
226	6739785.68	855224.03	CONC CURB
227	6739783.52	855214.78	RADIUS PNT
228	6739782.77	855212.61	CONC CURB
229	6739782.37	855210.89	CONC CURB
230	6739772.89	855215.44	RADIUS PNT
231	6739768.34	855195.97	CONC CURB
232	6739729.08	855205.15	CONC CURB
233	6739747.75	855216.14	RET WALL
234	6739763.47	855244.86	RET WALL
235	6739785.92	855239.61	ASPHALT
236	6739786.11	855243.42	RET WALL
237	6739789.34	855239.16	CONC CURB
238	6739791.51	855248.91	RADIUS PNT
239	6739800.76	855246.75	CONC CURB
240	6739802.51	855254.24	CONC CURB
241	6739783.03	855258.80	RADIUS PNT
242	6739787.59	855278.27	CONC CURB
243	6739746.34	855287.46	CONC CURB
244	6739878.52	855191.15	LIGHT POLE
245	6739868.71	855183.86	LIGHT POLE
246	6739879.32	855528.10	FENCE
247	6739754.98	855465.39	FENCE
248	6740030.66	855402.69	FENCE
249	6739552.39	855215.75	LIGHT POLE
250	6739500.96	855383.46	LIGHT POLE
251	6739670.47	855336.45	LIGHT POLE

POINT #	NORTHING	EASTING	DESCRIPTION
252	6739809.61	855309.00	LIGHT POLE
253	6739706.90	855325.76	CONCRETE
256	6739855.94	855327.39	POND
257	6739649.68	855466.78	POND
258	6739628.12	855453.23	POND
259	6739617.03	855404.48	POND
260	6739842.74	855350.52	POND
261	6739849.39	855379.77	POND
262	6739645.67	855449.24	POND
263	6739639.02	855419.99	POND
264	6739788.92	855365.38	POND
265	6739780.86	855385.25	POND
266	6739797.53	855414.51	POND
267	6739801.54	855432.05	POND
270	6739891.49	855311.55	FENCE
271	6739861.50	855229.85	FENCE
272	6739853.32	855195.91	FENCE
273	6739955.98	855171.94	FENCE
281	6739878.54	855289.21	BOLLARD
291	6739917.06	855217.98	CONC CURB
292	6739930.54	855275.42	CONC CURB
297	6739816.59	855283.74	CONC CURB
298	6739866.04	855280.91	CONC CURB
299	6739876.38	855287.46	CONC CURB
300	6739871.19	855269.18	CONC CURB
301	6739870.84	855267.66	CONC CURB
302	6739886.44	855248.85	CONC CURB
303	6739863.12	855234.70	CONC CURB
304	6739870.21	855223.28	CONC CURB
305	6739900.75	855216.14	CONC CURB
306	6739931.29	855208.99	CONC CURB
307	6739933.09	855210.11	CONC CURB
308	6739933.66	855212.54	CONC CURB
309	6739932.55	855214.34	CONC CURB
310	6739890.35	855219.08	BOLLARD
311	6739891.18	855222.63	BOLLARD
312	6739910.56	855214.34	BOLLARD
313	6739911.39	855217.88	BOLLARD
314	6739880.41	855268.30	BOLLARD
315	6739864.17	855284.36	BOLLARD
316	6739863.32	855290.51	BOLLARD
324	6739931.63	855210.45	RADIUS PNT
325	6739939.81	855291.89	CONCRETE

FOR CONTROL POINT LOCATIONS, SEE SHEET C-106.

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02/06/2024

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City Of Midland

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300 N. Loraine
Midland, TX

PROJECT NO.
6152.21 - W&S
49015.22 - WRMS

#	DATE	DESCRIPTION
1	02/06/2024	Issue for Proposal

North CCS Control Point Tables

C-602

FILE NAME: A:\2022\49015.22\03_DSGN\01_DWG\06_CIVIL\C-106-49015-22.dwg LAYOUT NAME: C-602 PRINTED: Tuesday, February 13, 2024 - 3:14pm USER: SHarvey

PACKET 8573 August 27, 2024

GENERAL REQUIREMENTS

A REFER TO SPECIFICATIONS FOR SPECIFIC REQUIREMENTS FOR MATERIALS, PRODUCTS, HANDLING, AND INSTALLATION
B THE CONTRACTOR IS RESPONSIBLE FOR THE STABILITY OF THE STRUCTURE UNTIL THE CONSTRUCTION OF THE STRUCTURE REACHES ITS FINAL CONDITION, AND ALL DIAPHRAGMS, BRACES, AND/OR SHEAR WALLS ARE INSTALLED
THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND REMOVAL OF TEMPORARY BRACING AND CONSTRUCTION SUPPORTS FOR NEW AND EXISTING STRUCTURES, AS NECESSARY TO COMPLETE THE PROJECT. NO PORTION OF THE PROJECT WHILE UNDER CONSTRUCTION IS INTENDED TO BE STABLE IN THE ABSENCE OF THE CONTRACTOR'S TEMPORARY SUPPORTS AND BRACES. CONTRACTOR SHALL RETAIN A STRUCTURAL ENGINEER LICENSED IN THE STATE IN WHICH THE PROJECT IS LOCATED TO DESIGN TEMPORARY BRACING AND CONSTRUCTION SUPPORTS
APPLY DETAILS, SECTIONS, AND NOTES ON TIE DRAWINGS WHERE CONDITIONS ARE SIMILAR TO THOSE INDICATED ON DETAILS, TITLES, OR NOTES
E ONLY USE DIMENSIONS INDICATED ON THE DRAWINGS. DO NOT SCALE DRAWINGS
F THE CONTRACTOR SHALL VERIFY ALL OPENING SIZES AND LOCATIONS WITH OTHER DISCIPLINES. THE DRAWINGS DO NOT SHOW ALL OPENINGS REQUIRED. ADDITIONAL OPENINGS, BLOCKOUTS, AND SLEEVES MAY BE REQUIRED BY OTHER DISCIPLINES AND SHALL BE CONSTRUCTED USING THE TYPICAL DETAILS AND/OR TIE CRITERIA INDICATED ON THE DRAWINGS. OPENINGS REQUIRED BUT NOT SHOWN ON THE STRUCTURAL DRAWINGS MUST BE APPROVED BY THE STRUCTURAL ENGINEER
G REFER TO ARCHITECTURAL, CIVIL, MEP, AND VERTICAL TRANSPORTATION CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION RELATING TO THE COORDINATION OF STRUCTURAL COMPONENTS INCLUDING, BUT NOT LIMITED TO:
  a CIVIL
    1 SITING OF BUILDING GRID LINES WITH RESPECT TO CITY BENCHMARKS
    2 SITE PREPARATION
    3 BACKFILLING MATERIALS AND REQUIREMENTS
    4 PAVING AND SITE ELEMENTS OUTSIDE OF BUILDING ENVELOPE
    5 NEW AND EXISTING SITE UTILITIES
  b ARCHITECTURAL
    1 PLAN DIMENSIONS AND PROJECT DATUM
    2 SLAB EDGE DIMENSIONS
    3 FINISH ELEVATION
    4 WATERPROOFING AND DAMP PROOFING DETAILS
    5 RAMP GEOMETRY, PITS, SLAB SLOPES, AND DEPRESSIONS
    6 EMBEDMENTS, INSERTS, BLOCKOUTS, ETC
    7 EXACT OPENING SIZES FOR PIPES, DUCT, ETC
    8 CONCRETE TOPPINGS AND TOPPING SLABS
    9 CONCRETE CURBS AND HOUSEKEEPING PADS
    10 INTERIOR NON-STRUCTURAL MASONRY PARTITIONS
  c FIRE RATING/SMOKE
    1 PIPE AND DUCT SIZES FOR OPENINGS AND SLEEVE COORDINATION
    2 FLOOR DRAINS
    3 UNDERFLOOR AND PERIMETER DRAINAGE SYSTEMS
    4 EQUIPMENT CURBS
    5 CONDUITS AND EMBEDMENTS IN WALLS AND SLABS
H STRUCTURAL COMPONENTS ARE NOT DESIGNED FOR VIBRATING EQUIPMENT. MOUNT VIBRATING EQUIPMENT ON VIBRATING ISOLATORS

CODES

A ALL FABRICATION, ERECTION, AND DESIGN OF STRUCTURAL MEMBERS SHALL MEET THE MINIMUM STANDARDS OF THE FOLLOWING CODES
INTERNATIONAL BUILDING CODE (IBC) 2018
AMERICAN CONCRETE INSTITUTE (ACI): ACI 318-14 AND OTHER APPLICABLE ACI STANDARDS
AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) STEEL CONSTRUCTION MANUAL - SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS - ANSI/AISC 360 - 16
D AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) - STANDARD 7-16
E AMERICAN WELDING SOCIETY (AWS)
F CONCRETE REINFORCING STEEL INSTITUTE (CRSI)
G ASTM SPECIFICATIONS
H AMERICAN IRON AND STEEL INSTITUTE (AISI)

MATERIAL PROPERTIES

STEEL	
WIDE FLANGE MEMBERS	ASTM A992 - GRADE 50
STEEL PIPE	ASTM A500 GRADE B - 50 KSI
STEEL TUBE	ASTM A500 GRADE B - 50 KSI
MISC STEEL	ASTM A36 - 36 KSI
CONCRETE	
SLABS	4000 PSI
GRADE BEAMS & FOOTINGS	4000 PSI
RETAINING WALLS	4000 PSI
REINFORCING	
TYPICAL	ASTM A 615 - GRADE 60
LOW ALLOY/WELDABLE	ASTM A 706 - GRADE 60
ANCHOR RODS	ASTM F-1554 - GRADE 36 UNO
BOLTS	ASTM A325 (3/4" DIAMETER MINIMUM)
WELD	
STRUCTURAL STEEL	E70XX
LIGHT GAUGE METALS	E60XX

CONCRETE

A ALL EXTERIOR CONCRETE, INCLUDING WALKS AND CURBS OUTSIDE THE BUILDING LINE, SHALL BE AIR ENTRAINED
PROVIDE STANDARD BAR CHAIRS AND SPACERS FOR REINFORCING AT A MAXIMUM OF 4 FOOT CENTERS FOR ALL SLABS AND BEAMS
LAP CONTINUOUS UNSCHEDULED REINFORCING BARS AS FOLLOWS: BOTTOM BARS IN MEMBERS SUPPORTED BY COLUMNS OR FOOTINGS = 12 INCH AT SUPPORTS ONLY, ALL OTHERS - (36) BAR DIAMETERS MINIMUM
ALL HORIZONTAL REINFORCING IN CONTINUOUS FOOTINGS AND WALLS SHALL BE CONTINUOUS AROUND CORNERS OR HAVE CORNER BARS OF THE SAME SIZE AND SPACING AS THE HORIZONTAL BARS AND LAP A MINIMUM OF (30) BAR DIAMETERS OR 24 INCH MINIMUM
THERE SHALL BE NO HORIZONTAL CONSTRUCTION JOINTS IN CONCRETE BEAM, FOOTING, OR SLAB POURS. ALL CONSTRUCTION JOINTS SHALL BE MADE WITHIN THE CENTER THIRD OF SPANS WITH VERTICAL BULKHEADS. THE LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER
WHERE CONCRETE PILASTERS, COLUMNS, OR BEAMS ARE TO BE LEFT EXPOSED AND DO NOT ABUT OTHER MATERIALS, EXTERNAL CORNERS SHALL BE CHAMFERED 3/4 INCH
WHERE SLEEVES ARE REQUIRED THROUGH BEAMS OR JOISTS, VERTICAL OR HORIZONTAL PIPE SLEEVES SHALL BE PROVIDED AS SPECIFIED UNDER THE MECHANICAL AND ELECTRICAL SECTIONS OF THE SPECIFICATION. LOCATION OF ALL SUCH SLEEVES SHALL BE APPROVED BY THE STRUCTURAL ENGINEER. WHERE NECESSARY FOR STRUCTURAL REASONS, BEAMS OR JOISTS SHALL BE WIDENED TO COMPENSATE FOR THE LOSS OF CROSS SECTION DUE TO THE SLEEVE. ADD ONE EXTRA TIE OR STIRRUP ON BOTH SIDES OF EACH SLEEVE. WHERE TWO OR MORE PIPE SLEEVES ARE REQUIRED THROUGH CONCRETE SLABS A DISTANCE EQUAL TO THREE TIMES THE LARGER SLEEVE DIAMETER SHALL BE PROVIDED BETWEEN SLEEVES

DESIGN LOADS

A ALL APPLICABLE DEAD LOADS
B LIVE LOADS

ROOF LIVE LOAD	20 PSF
FLOOR LIVE LOAD	100 PSF
MEZZANINE LIVE LOAD	125 PSF
C COLLATERAL LOAD	10 PSF
D SNOW LOAD PER ASCE 7-16	
GROUND SNOW LOAD, P_g	5 PSF
FLAT ROOF SNOW LOAD, P_f	5 PSF
DRIFT SURCHARGE LOAD(S) P_d	NA
SNOW EXPOSURE FACTOR, C_e	C
SNOW LOAD IMPORTANCE FACTOR, I_s	1
THERMAL FACTOR, C_t	1.0
SLOPE FACTOR(S), C_s	1.0
WIDTH OF SNOW DRIFT(S) w	NA
E LATERAL SOIL PRESSURE	
AT- REST	58 PCF
ACTIVE	37 PCF
PASSIVE	360 PCF
F WIND LOAD PER ASCE 7-16	
BASIC WIND SPEED	105 MPH
EXPOSURE	C
CATEGORY	II
G SEISMIC LOADS PER ASCE 7-16	
BUILDING CATEGORY	II
SEISMIC IMPORTANCE FACTOR, I_e	1.00
MAPPED SPECTRAL RESPONSE ACCELERATION, S_s	12.4%g
MAPPED SPECTRAL RESPONSE ACCELERATION, S_1	3.4%g
SITE CLASS	D
SPECTRAL RESPONSE COEFFICIENT, S_{DS}	1.32
SPECTRAL RESPONSE COEFFICIENT, S_{D1}	0.5
SEISMIC DESIGN CATEGORY	A
BASIC SEISMIC FORCE RESISTING SYSTEM	
MEZZANINE	SHEAR WALL
PENT	MF
DESIGN BASE SHEAR, V MEZZZANINE	0.4 k
SEISMIC RESPONSE COEFFICIENT, C	0.01
RESPONSE MODIFICATION FACTOR, R	A-15
ANALYSIS PROCEDURE USED	EQUIVALENT LATERAL FORCE

H DISTRIBUTE THE MAXIMUM LOAD HUNG FROM ANY STRUCTURAL MEMBER FOR MEP DUCTWORK, PIPING, ETC. OVER THE MEMBER'S TRIBUTARY AREA IN A WAY THAT THE DESIGN SUPERIMPOSED DEAD LOADS LISTED IN CONTRACT DOCUMENTS ARE NOT EXCEEDED. HANGING ITEMS FROM DECK IS STRICTLY PROHIBITED. THE CONTRACTOR SHALL COORDINATE THE LOADS OF ALL TRADES AND PROVIDE ADDITIONAL SUPPORT OR DISTRIBUTION FRAMING AS REQUIRED TO ACHIEVE THE ALLOWABLE LOAD DISTRIBUTION.

FOUNDATIONS

A ALL FOOTINGS ARE DESIGNED ON AN ALLOWABLE SOIL BEARING PRESSURE OF 3,500 POUNDS PER SQUARE FOOT AT A MINIMUM DEPTH OF 3'-0" FOOT BELOW 100'-0" FINISHED FLOOR ELEVATION
B PLACE 4 INCH GRANULAR FILL, MEETING TxDOT ITEM 247, GRADE 3, UNDER VAPOR BARRIER UNDER ALL UNSUPPORTED FLOOR SLABS ON FILL, EXCEPT AS OTHERWISE NOTED
C ALL EXTERIOR GRADE BEAMS SHALL BE CHAMFERED 3/4 INCH ON THE EXPOSED EXTERIOR CORNER
D REFER TO THE SOIL REPORT FOR SUBSOIL CONDITIONS THAT MAY BE ENCOUNTERED IN THE INSTALLATION OF FOUNDATIONS, AND OTHER INFORMATION RELEVANT TO FOUNDATIONS AND SITE PREPARATION
E DESIGN OF FOUNDATIONS AND STRUCTURAL COMPONENTS IN CONTACT WITH SOIL, AT THE WEST CCS BUILDING, IS BASED ON THE RECOMMENDATIONS GIVEN IN THE FOLLOWING GEOTECHNICAL REPORT

REPORT BY	BEYOND ENGINEERING AND TESTING
DATE OF REPORT	JANUARY 5, 2022
REPORT NUMBER	GT211061

F DESIGN OF FOUNDATIONS AND STRUCTURAL COMPONENTS IN CONTACT WITH SOIL, AT THE NORTH CCS BUILDING, IS BASED ON THE RECOMMENDATIONS GIVEN IN THE FOLLOWING GEOTECHNICAL REPORT

REPORT BY	TERRACON
DATE OF REPOT	JULY 14, 2023
REPORT NUMBER	44235100

SITE PLANNING AND FILL NOTES

A PROPER CONSTRUCTION DRAINAGE SHALL BE PROVIDED AND MAINTAINED AT ALL TIMES DURING FOUNDATION CONSTRUCTION. PONDING OF WATER AT THE SITE SHOULD BE AVOIDED DURING ALL PHASES OF CONSTRUCTION
B REMOVE SURFACE DEBRIS, VEGETATION, ORGANIC TOP SOIL, LOOSE SOIL AND MAJOR ROOT SYSTEMS. REMOVAL SHALL EXTEND 5 FOOT BEYOND BUILDING AREAS, CITIZENS DESPOSAL AREA AND 2 FOOT BEYOND PAVING AREAS
C COMPACT RESULTING SUBGRADE AND VERIFY STABILITY USING A PROOF-ROLL TEST. CONDUCT A PROOF-ROLL TESTS AS INDICATED IN THE GEOTECHNICAL REPORT. FOR SOFT SPOTS AND AREAS THAT EXHIBIT PUMPING, SCARIFY AND RECOMPACT TOP 6 INCHES OF SUBGRADE TO MINIMUM OF 98 PERCENT OF ASTM D698 OR ASTM D1557 MAXIMUM DENSITY
D BUILDING PAD SHALL BE RAISED TO PROPER ELEVATION USING SATISFACTORY SOILS COMPACTED IN 8 INCH MAXIMUM LOOSE LIFTS TO 98 PERCENT OF ASTM D698 MAXIMUM DENSITY, OR AS PRESCRIBED BY THE GEOTECHNICAL ENGINEER. MOISTURE SHALL BE CONTROLLED TO WITHIN 2 PERCENT OF OPTIMUM FOR COHESIVE SOILS AND 3 PERCENT FOR COHESIONLESS SOILS, PER DMB DURING COMPACTION OPERATIONS
E FOOTINGS MAY BE BACK FILLED USING SATISFACTORY SOILS AS SPECIFIED, COMPACTED IN 8 INCH MAXIMUM LOOSE LIFTS TO 98 PERCENT OF MAXIMUM DENSITY PER ASTM D698
F UTILITY TRENCHES WITHIN BUILDING OR PAVING AREAS SHALL BE FILLED PER THE ABOVE CRITERIA

PRE-ENGINEERED BUILDING

A THE BUILDING SHALL BE A MANUFACTURER'S STANDARD PREFABRICATED METAL STRUCTURE OF THE APPROXIMATE INSIDE AREA SHOWN, EXCEPT AS NOTED. RIGID FRAMES SHALL BE SPACED AS SHOWN ON THE DRAWINGS, BUT OVERALL DIMENSIONS AND CONSTRUCTION DETAILS MAY VARY TO SUIT MANUFACTURER'S STANDARD DESIGN. HOWEVER, MINIMUM WEB THICKNESS OF RIGID FRAMES SHALL BE 3/16 INCH
B THE BUILDING SHALL BE DESIGNED AND FABRICATED ACCORDING TO AISC, MBMA, AND AISI LATEST SPECIFICATIONS. THE DIMENSIONAL TOLERANCES APPLICABLE TO ROLL FORM STEEL UNDER THE AISC "STANDARD MILL PRACTICE" SECTION SHALL BE REQUIRED IN THE FABRICATION OF THE STEEL BUILDING FRAMES
C A COMPLETE DESIGN ANALYSIS SHOWING ALL CALCULATIONS FOR THE RIGID FRAMES, GIRTS, PURLINS, AND X-BRACING FOR WIND AND SEISMIC LOADS AND A LAYOUT OF ANCHOR BOLTS AND OTHER EMBEDDED ITEMS SHALL BE SUBMITTED FOR APPROVAL WITH THE SHOP DRAWINGS. SHOP DRAWINGS SHALL INCLUDE DETAILS OF MAIN MEMBERS, TYPICAL CONNECTIONS (SHOWING BOLT HOLES AND WELDS), AND ERECTION DRAWINGS
D THE BUILDING SHALL BE DESIGNED TO SUPPORT ALL MECHANICAL EQUIPMENT INCLUDING HEATERS, SPRINKLERS, EXHAUST SYSTEMS, AND ALL OTHER SUCH DEVICES. ADDITIONAL GIRTS OR PURLINS SHALL BE PLACED IN CONVENIENT LOCATIONS FOR ATTACHMENT OF ALL MECHANICAL EQUIPMENT

CONCRETE MIX DESIGNS

ALL CONCRETE TO BE NORMAL WEIGHT CONCRETE. MAXIMUM FLY ASH CONTENT TO BE NO MORE THAN 25% OF TOTAL CEMENTITIOUS WEIGHT. IF TYPE 1L CEMENT USED, MIX DESIGN OR STRENGTH RESULTS MUST BE FOR TYPE 1L CEMENT
A CONTINUOUS FOOTINGS, GRADE BEAMS AND TIE BEAMS:
  a CEMENT TYPE I-II
  b MINIMUM COMPRESSIVE STRENGTH
    1 4,000 PSI AT 28 DAYS
  c MAXIMUM W/C RATIO
    1 0.50
  d MAXIMUM AGGREGATE SIZE
    1 3/4 INCH
  e SLUMP LIMIT
    1 4 INCHES SLUMP, ± 1 INCH
B RETAINING WALLS
  a CEMENT TYPE I-II
  b MINIMUM COMPRESSIVE STRENGTH
    1 4,000 PSI AT 28 DAYS
  c MAXIMUM W-C RATIO
    1 0.50
  d MAXIMUM AGGREGATE SIZE
    1 3/4 INCH
  e SLUMP LIMIT
    1 6 INCHES PLUS OR MINUS 1 INCH FOR CONCRETE WITH A VERIFIED SLUMP OF 3 INCHES, ± 1 INCH
C SLABS ON GRADE
  a CEMENT TYPE I-II
  b MINIMUM COMPRESSIVE STRENGTH
    1 4,000 PSI AT 28 DAYS
  c MAXIMUM W/C RATIO
    1 0.45
  d MAXIMUM AGGREGATE SIZE
    1 3/4 INCH
  e SLUMP LIMIT
    1 6 INCHES PLUS OR MINUS 1 INCH FOR CONCRETE WITH A VERIFIED SLUMP OF 3 INCHES, ± 1 INCH
  f AIR CONTENT
    1 DO NOT ALLOW AIR CONTENT OF TROWEL-FINISHED FLOORS TO EXCEED 3%
  g MINIMUM CEMENTITIOUS MATERIALS CONTENT
    1 MINIMUM CEMENTITIOUS MATERIAL SHALL BE PER TABLE 4.2.2.1 IN ACI 301 RELATIVE TO THE MAXIMUM AGGREGATE SIZE

FLOOR SLABS

A ELEVATED FLOOR SLABS SHALL BE POURED MONOLITHICALLY OR POUR STOPS MAY BE PLACED AT MOMENT FRAME LINES
B CURING SLABS ON GRADE
  a SLABS ON GRADE SHALL BE WET CURED FOR 7 DAYS AFTER CONCRETE PLACEMENT. WET CURING SHALL BEGIN IMMEDIATELY AFTER FINAL FINISHING OF SLAB SURFACE AND SHALL CONSIST OF CONTINUOUS MISTING BY SPRINKLER OR WET BURLAP. CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND
C CURING ELEVATED SLABS
  a ELEVATED SLABS SHALL BE CURED BY APPLYING SHEETS OF PLASTIC OVER THE SURFACE FOR 7 DAYS AFTER CONCRETE PLACEMENT. CONTRACTOR SHALL APPLY APPROVED CURING COMPOUND AFTER REMOVAL OF PLASTIC SHEETS
D FLOOR SLAB ISOLATION JOINTS SHALL BE 30 POUND FELT, UNLESS NOTED OTHERWISE
E CONCRETE FLOOR SLAB ON GRADE SHALL BE PLACED IN LANES. SPACING OF JOINTS SHALL BE AS SHOWN ON THE FOUNDATION PLANS. CONSTRUCTION JOINTS SHALL BE USED FOR THE JOINTS BETWEEN LANES. WHILE WEAKENED PLANE JOINTS SHALL BE USED ACROSS EACH LANE
F CONSTRUCTION AND CONTRACTION JOINTS SHALL BE LOCATED AS INDICATED ON THE PLAN. WHERE CONTRACTION JOINTS ARE INDICATED, SAW CUTTING SHALL BEGIN AS SOON AS POSSIBLE WITHOUT DAMAGING THE SLAB

REINFORCEMENT AND MISC STEEL

A UNLESS OTHERWISE NOTED, CONCRETE COVER OVER STEEL REINFORCEMENT SHALL CONFORM TO THE MINIMUMS REQUIRED BY THE AFOREMENTIONED EDITION OF ACI 318
B REINFORCEMENT DETAILING AND PLACEMENT SHALL CONFORM TO ACI 318 AND ACI 315, EXCEPT WHERE OTHERWISE INDICATED
C SUBSTITUTION OF EXPANSION ANCHORS FOR EMBEDDED ANCHORS SHOWN ON THE DRAWINGS WILL NOT BE PERMITTED
D ALL REINFORCING STEEL, ANCHOR BOLTS, AND EMBEDDED ANCHORS SHALL BE SECURELY SET IN PLACE PRIOR TO PLACEMENT OF CONCRETE

LIGHT GAUGE STEEL

A PRODUCT IDENTIFICATION
  a NOMENCLATURE



  b THICKNESS

GAUGE	DESIGN	MINIMUM	AISI
20	0.0346"	0.0329"	33 mils
18	0.0451"	0.0428"	43 mils
16	0.0566"	0.0538"	54 mils
14	0.0713"	0.0677"	68 mils
12	0.1017"	0.0966"	97 mils

B STUD FRAMING
  a ALL FIELD CUTTING OF STUDS MUST BE DONE BY SAWING, SHEARING, OR PLASMA CUTTING. OTHER TORCH CUTTING METHODS OF COLD FORMED STEEL MEMBERS ARE UNACCEPTABLE
  b NOTCHING OR COPING OF STUDS IS NOT ALLOWED, UNLESS NOTED OTHERWISE
  c FRAMING FABRICATOR IS TO ENSURE PUNCH OUT ALIGNMENT WHEN ASSEMBLING LATERAL BRACING AND FIELD CUTTING STUDS TO LENGTH. LATERAL BRACING MUST BE INSTALLED AT THE TIME THE WALL IS ERECTED
  d ALL HEADERS ARE TO BE CONSTRUCTED WITH UNPUNCHED MATERIAL ONLY
  e THE MAXIMUM ALLOWABLE GAP (MEASURED BETWEEN THE WEB OF THE STUD AND THE WEB OF THE TRACK) FOR A STUD SEATED IN A TRACK IS 1/8". PRESSURE SHOULD BE APPLIED TO NEST THE STUDS INTO THE TRACK UNTIL THE AFOREMENTIONED TOLERANCE IS ACHIEVED
C CONNECTIONS
  a FOR SCREW CONNECTIONS, A MINIMUM OF 1.5 x SCREW DIAMETER CLEARANCE MUST BE MAINTAINED FROM ALL EDGES OF STEEL MEMBERS. A MINIMUM OF 3.0 x SCREW DIAMETER ON CENTER SPACING MUST BE MAINTAINED BETWEEN ADJACENT SCREWS
  b IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO VERIFY THAT FASTENERS ARE INSTALLED ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS

POST-INSTALLED ANCHORS

EXCEPT WHERE INDICATED ON THE DRAWINGS, POST INSTALLED ANCHORS SHALL CONSIST OF THE FOLLOWING ANCHOR TYPES, AS PROVIDED BY HILTI INC OR APPROVED EQUAL. CONTACT HILTI A1 (800) 879 6000 FOR PRODUCT RELATED QUESTIONS
A ANCHORS TO CONCRETE
  a ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
    1 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HILTI HIT-Z ROD PER ICC ESR-3187
    2 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM SYSTEM WITH HAS-E-55 THREADED ROD PER ICC ESR-3187
    3 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3187 FOR DIAMOND CORED HOLES
    4 HILTI HIT-RE-500-V3 SAFESET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM WITH HAS-E-55 THREADED ROD PER ICC ESR-3814 FOR SLOW CURE APPLICATIONS
    5 HILTI HIT-RE-500-V3 SAFESET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC EST-3814 FOR DIAMOND CURED HOLES
  b MEDIUM DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
    1 HILTI KWIK HUS-EZ AND KWIK HUS-EZ I SCREW ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM PER ICC ESR-3027
    2 HILTI KWIK BOLT-TZ2 EXPANSION ANCHORS SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI AT-A22 WITH ADAPTIVE TORQUE PER ICC ESR-1917
    3 HILTI KWIK BOLT 1 (CARBON STEEL) OR KWIK BOLT 3 (OTHERS) EXPANSION ANCHOR SAFE SET SYSTEM WITH HOLLOW DRILL BIT AND VACUUM SYSTEM AND SI-AT-A22 WITH ADAPTIVE TORQUE (UNCRACKED CONCRETE ONLY) PER ICCC ESR-2302
  c HEAVY DUTY MECHANICAL ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
    1 HILTI HDA UNDERCUT ANCHORS PER ICC ESR 1546
    2 HILTI HSL-3 EXPANSION ANCHORS PER ICC ESR 1545
B REBAR DOWELING INTO CONCRETE
  a ADHESIVE ANCHORS FOR CRACKED AND UNCRACKED CONCRETE USE
    1 HILTI HIT-HY 200 V3 SAFE SET SYSTEM WITH HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM SYSTEM WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3187
    2 HILTI HIT-HY 200 V3 SAFESET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH HAS-E THREADED ROD PER ICC ESR-3187 FOR DIAMOND CORED HOLES
    3 HILTI HIT-RE-500 V3 SAFE SET SYSTEM WITH HILTI HOLLOW DRILL BIT (TE-CD OR TE-YD) AND VC 140 VACUUM SYSTEM WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3814
    4 HILTI HIT-RE-500 V3 SAFE SET SYSTEM WITH HILTI ROUGHENING TOOL (HIT RT) WITH CONTINUOUSLY DEFORMED REBAR PER ICC ESR-3814 IN DIAMOND CORED HOLES
C ANCHORAGE TO SOLID GROUTED MASONRY
  a ADHESIVE ANCHORS USE
    1 HILTI HIT-HY 270 MASONRY ADHESIVE ANCHORING SYSTEM (ICC ESR-4143)
    2 STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD (OR EQUAL) OR CONTINUOUSLY DEFORMED STEEL REBAR
  b MECHANICAL ANCHORS USE
    1 HILTI KWIK BOLT 1 (CARBON STEEL) OR KWIK BOLT 3 (OTHERS) EXPANSION ANCHORS PER ICC ESR-1385
D ANCHORAGE TO HOLLOW MULTI-WYTHE MASONRY
  a ADHESIVE ANCHORS USE
    1 HILTI HIT-HY 270 MASONRY ADHESIVE ANCHORING SYSTEM PER ICC ESR-4144
    2 STEEL ANCHOR ELEMENT SHALL BE HILTI HAS-E CONTINUOUSLY THREADED ROD (OR EQUAL) OR CONTINUOUSLY DEFORMED STEEL REBAR
    3 THE APPROPRIATE SIZE SCREEN TUBE SHALL BE USED PER ADHESIVE MANUFACTURER'S RECOMMENDATION
E ANCHOR CAPACITY USED IN DESIGN SHALL BE BASED ON THE TECHNICAL DATA PUBLISHED BY HILTI OR SUCH OTHER METHOD AS APPROVED BY THE STRUCTURAL ENGINEER OF RECORD. SUBSTITUTION REQUESTS FOR ALTERNATE PRODUCTS MUST BE APPROVED IN WRITING BY THE STRUCTURAL ENGINEER OF RECORD PRIOR TO USE. CONTRACTOR SHALL PROVIDE CALCULATIONS DEMONSTRATING THAT THE SUBMITTED PRODUCT IS CAPABLE OF ACHIEVING THE PERFORMANCE VALUES OF THE SPECIFIED PRODUCT. SUBSTITUTIONS WILL BE EVALUATED BY THEIRS HAVING AN ICC ESR SHOWING COMPLIANCE WITH THE RELEVANT BUILDING CODE FOR SEISMIC USES, LOAD RESISTANCE, INSTALLATION CATEGORY AND AVAILABILITY OF COMPREHENSIVE INSTALLATION INSTRUCTIONS. ADHESIVE ANCHOR EVALUATION WILL ALSO CONSIDER CREEP, IN SERVICE TEMPERATURE AND INSTALLATION TEMPERATURE
F INSTALL ANCHOR PER THE MANUFACTURER INSTRUCTION, AS INCLUDED IN THE ANCHOR PACKAGING
G OVERHEAD ADHESIVE ANCHORS MUST BE INSTALLED USING THE HILTI PROFIS SYSTEM
H THE CONTRACTOR SHALL ARRANGE FOR AN ANCHOR MANUFACTURER'S REPRESENTATIVE TO PROVIDE ON SITE INSTALLATION TRAINING FOR ALL OF THEIR ANCHORING PRODUCTS SPECIFIED. THE STRUCTURAL ENGINEER OF RECORD MUST RECEIVE DOCUMENTED CONFIRMATION THAT ALL OF THE CONTRACTOR PERSONNEL WHO INSTALL ANCHORS ARE TRAINED PRIOR TO COMMENCEMENT OF INSTALLING ANCHORS
I ANCHOR CAPACITY IS DEPENDENT UPON SPACING BETWEEN ADJACENT ANCHORS AND PROXIMITY OF ANCHORS TO EDGE OF CONCRETE. INSTALL ANCHORS IN ACCORDANCE WITH SPACING AND EDGE CLEARANCES INDICATED ON THE DRAWINGS
J EXISTING REINFORCING BARS IN THE CONCRETE STRUCTURAL DRAWINGS MAY CONFLICT WITH SPECIFIC ANCHOR LOCATIONS. UNLESS NOTED OTHERWISE THAT THE BARS CAN BE CUT, THE CONTRACTOR SHALL REVIEW THE EXISTING STRUCTURAL DRAWINGS AND SHALL UNDERTAKE TO LOCATE THE POSITION OF THE REINFORCING BARS AT THE LOCATIONS OF THE CONCRETE ANCHORS BY HILTI FERROSCAN, GPR, X-RAYING, CHIPPING, OR OTHER APPROVED MEANS

Parkhill

Parkhill.com

Midland West CCS
City of Midland

CLIENT
City of Midland
300 North Loraine
Midland, Texas

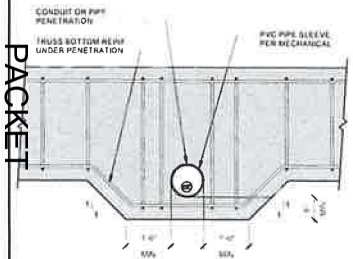
PROJECT No.
6119.21 - WEST
40012.22 - NORTH

1	02.09.2024	Issue for Proposal
#	DATE	DESCRIPTION

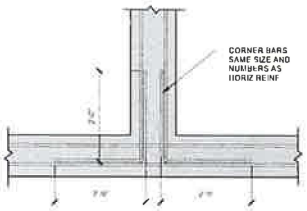
General Notes

S-001

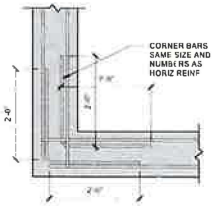
PACKET 8.574 August 27, 2024



D1 TYPICAL PIPE PENETRATION
NTS



D2 TYPICAL INTERSECTION BAR
NTS



D3 TYPICAL CORNER BAR
NTS



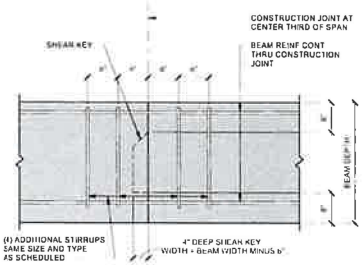
D4 TYPICAL REBAR PLACEMENT
NTS



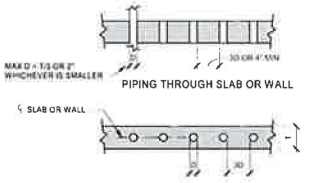
UNLESS OTHERWISE NOTED, REINFORCING SHALL BE PLACED AS SHOWN ON THE DRAWINGS WITHIN THE FOLLOWING TOLERANCE

DEPTH, D, IN SLABS, JOISTS, BEAMS, WALLS, COLUMNS AND SIMILAR ELEMENTS WHERE D IS 24" OR LESS ..... ±1/4"
WHERE D IS MORE THAN 24" ..... ±1/2"
LONGITUDINAL LOCATION OF BENDS AND ENDS OF BARS ..... ±2"
EXCEPT THAT SPECIFIED CONCRETE COVER AT ENDS OF MEMBERS SHALL NOT BE REDUCED
FABRICATED DIMENSIONS OF TIES, STIRRUPS AND SPIRALS ..... 0 -1/4"
OFFSET DIMENSIONS IN BENT BARS ..... 0 -1/2"
DIMENSION FROM FACE OF SUPPORT TO LOCATION OF A TIE OR STIRRUP ..... ±1"

C1 TOLERANCES FOR PLACING AND FABRICATION OF REINF BARS
NTS

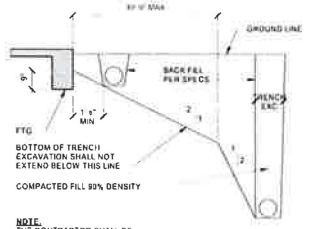


C2 CONSTRUCTION JOINT AT BEAM
NTS



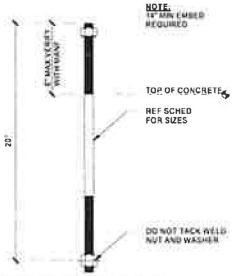
NOTE:
WHERE CLEAR DISTANCE BETWEEN SLEEVES IS IMPOSSIBLE, THIS AREA SHALL BE TREATED AS A SLAB OPENING PER TYPICAL DETAIL "OPENING IN SLAB ON GRADE"

C3 PIPING AND CONDUIT IN OR THROUGH SLAB OR WALL
NTS

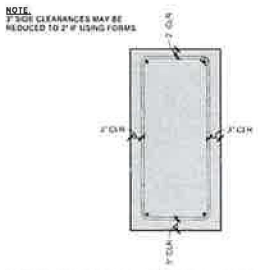


NOTE:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SHORING, SHEATHING OR OTHERWISE MAINTAINING THE SIDES OF THE EXCAVATION FROM CAVE-INS UNTIL ALL BACK FILL IS COMPLETED PER SPECIFICATIONS

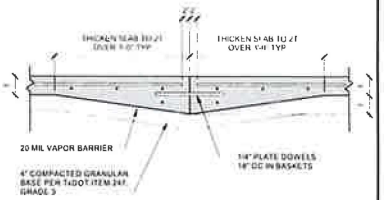
C5 EXCAVATIONS
NTS



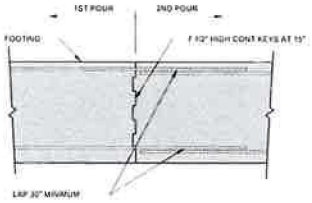
B3 TYPICAL ANCHOR ROD
NTS



B4 TYPICAL GRADE BEAM COVER
NTS

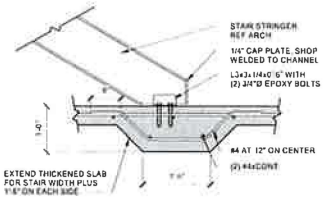


CONSTRUCTION JOINT
OR

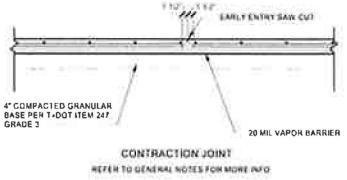


NOTE:
WELDED SPLICES REQUIRED FOR #14 AND LARGER BARS
WHERE CONT FOOTING IS UNDER A WALL, LOCATE CONSTRUCTION JOINT AT 1/4 OF THE CLEAR OPENING WIDTH ABOVE FROM FACE OF OPENING, OR IN MIDDLE 1/3 OF THE DISTANCE BETWEEN COLUMNS

A1 CONTINUOUS FOOTING CONSTRUCTION JOINT
NTS



A4 STAIR STRINGER TO SLAB ON GRADE
3/4" = 1'-0"



A5 TYPICAL CONSTRUCTION JOINTS
NTS

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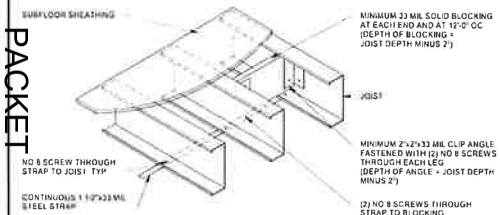
PROJECT NO
4219.21 - WEST
4012.22 - NORTH

#	DATE	DESCRIPTION
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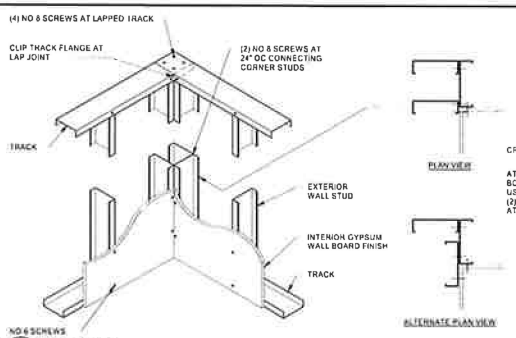
Typical Foundation Details

S-002

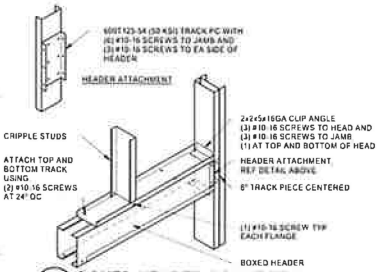
PACKET 8.575 August 27, 2024



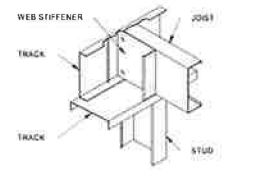
D1 JOSIT BLOCKING (SOLID)
NTS



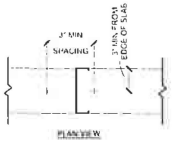
D2 CORNER FRAMING DETAIL
NTS

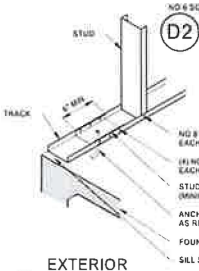


D4 BOXED HEADER CONNECTION
NTS

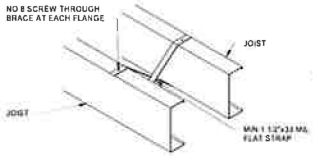


D5 JOIST WEB STIFFENER
NTS

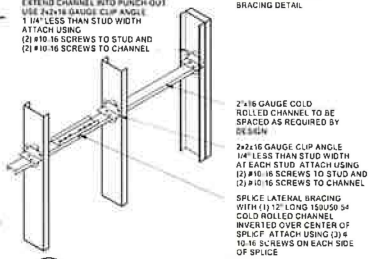




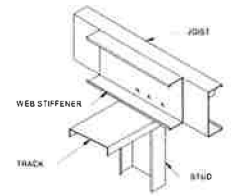
EXTERIOR WALL TO SLAB CONNECTION
C2 NTS



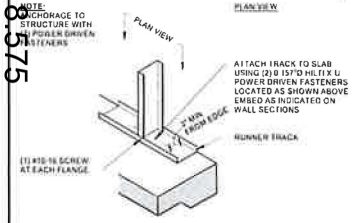
C3 JOIST BLOCKING (STRAP)
NTS



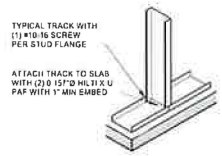
C4 LATERAL WALL BRACING
NTS



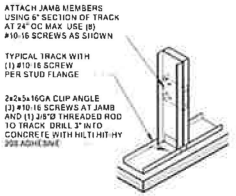
C5 JOIST WEB STIFFENER
NTS



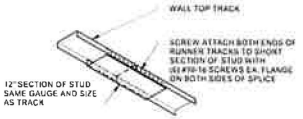
B1 STUD TO TRACK
NTS



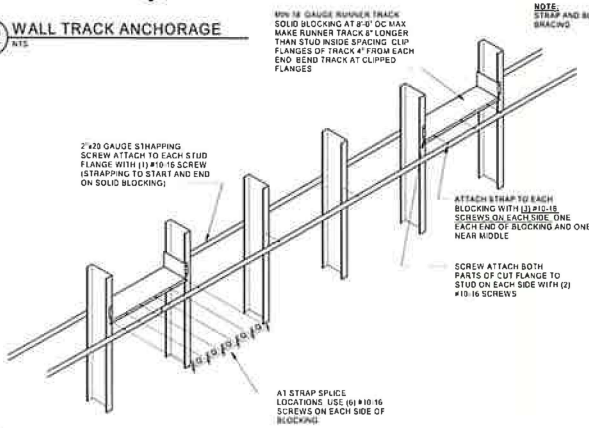
B2 WALL TRACK ANCHORAGE
NTS



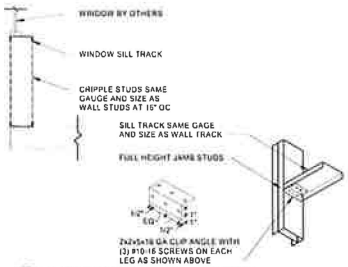
B3 JAMB ANCHORAGE
NTS



B4 TOP TRACK SPLICE
NTS



A1 ALTERNATE LATERAL BRACING
NTS



A3 SILL TRACK CONNECTION
NTS

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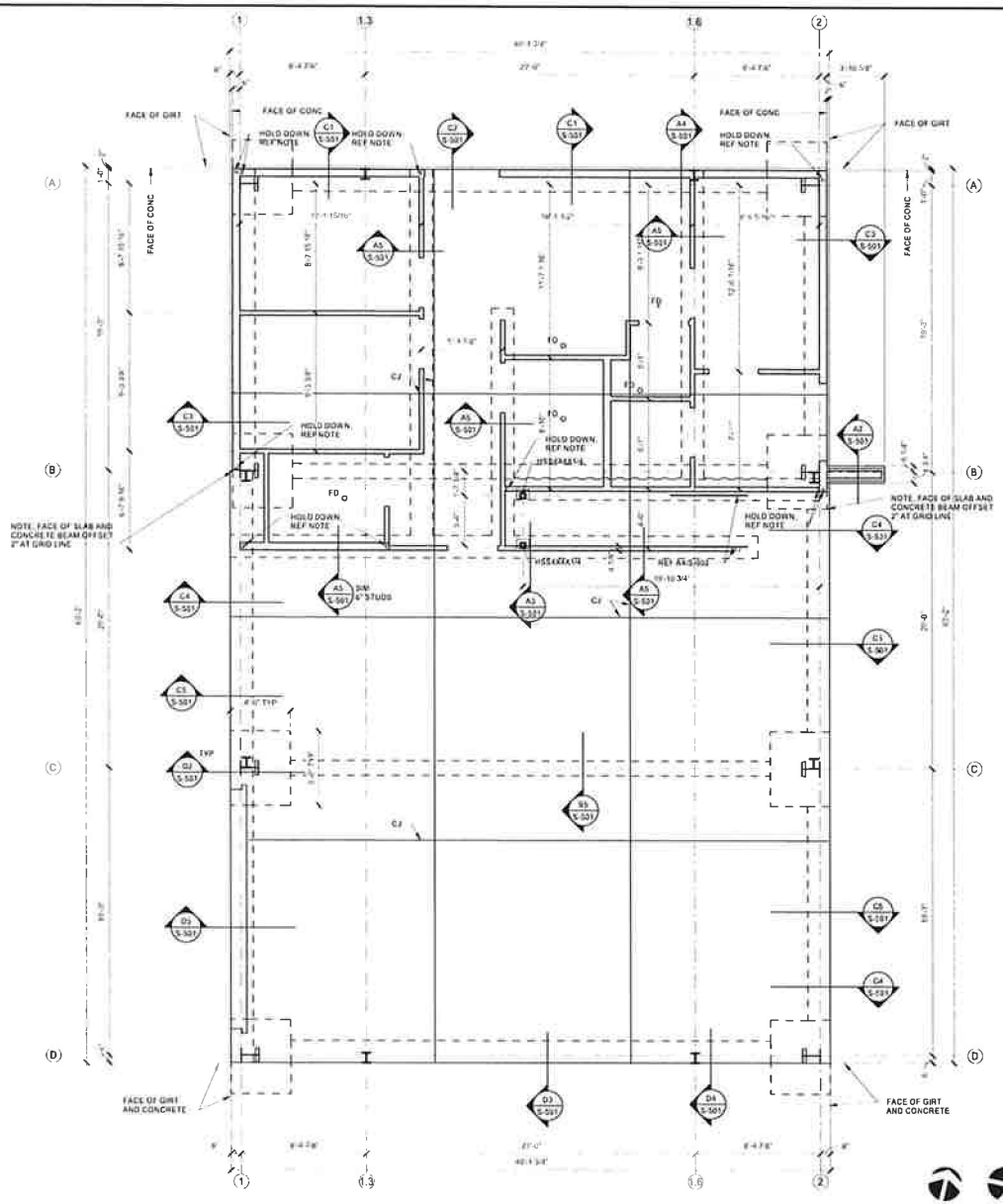
300 North Loraine
Midland, Texas

PROJECT NO
619121 - WEST
40912 22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

Light Gauge Steel Details

S-003



A1 FOUNDATION PLAN

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

GENERAL FOUNDATION NOTES

1. FLOOR SLAB ON GRADE SHALL BE 6" THICK REINFORCED WITH #5 AT 18" ON CENTER EACH WAY, CHAIRED IN THE CENTER OF THE SLAB OVER 20 MIL VAPOR BARRIER OVER 4" COMPACTED BASE MEETING TxDOT ITEM 247, GRADE 3
2. EXTERIOR DIMENSIONS ARE TO FACE OF GIRT AND CONCRETE
3. INTERIOR STUD DIMENSIONS ARE TO CENTER LINE OF WALL
4. INTERIOR STUD WALLS ARE 3 5/8" WIDE EXCEPT AS NOTED
5. SIMPSON S/DTT2Z HOLD DOWNS ARE SECURED TO STUD WITH (8) #14 SCREWS AND TO SLAB WITH HILTI HIT-HZ ROD 1/2" DIAMETER WITH 5" EMBEDMENT USING EPOXY SYSTEM INDICATED ON SHEET S-001
6. FD = FLOOR DRAIN. REFERENCE ARCHITECTURAL AND PLUMBING DRAWINGS
7. CJ = SLAB JOINT. EITHER CONSTRUCTION OR CONTRACTION AT CONTRACTOR'S OPTION. REFERENCE AS S-002

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8/20/2024

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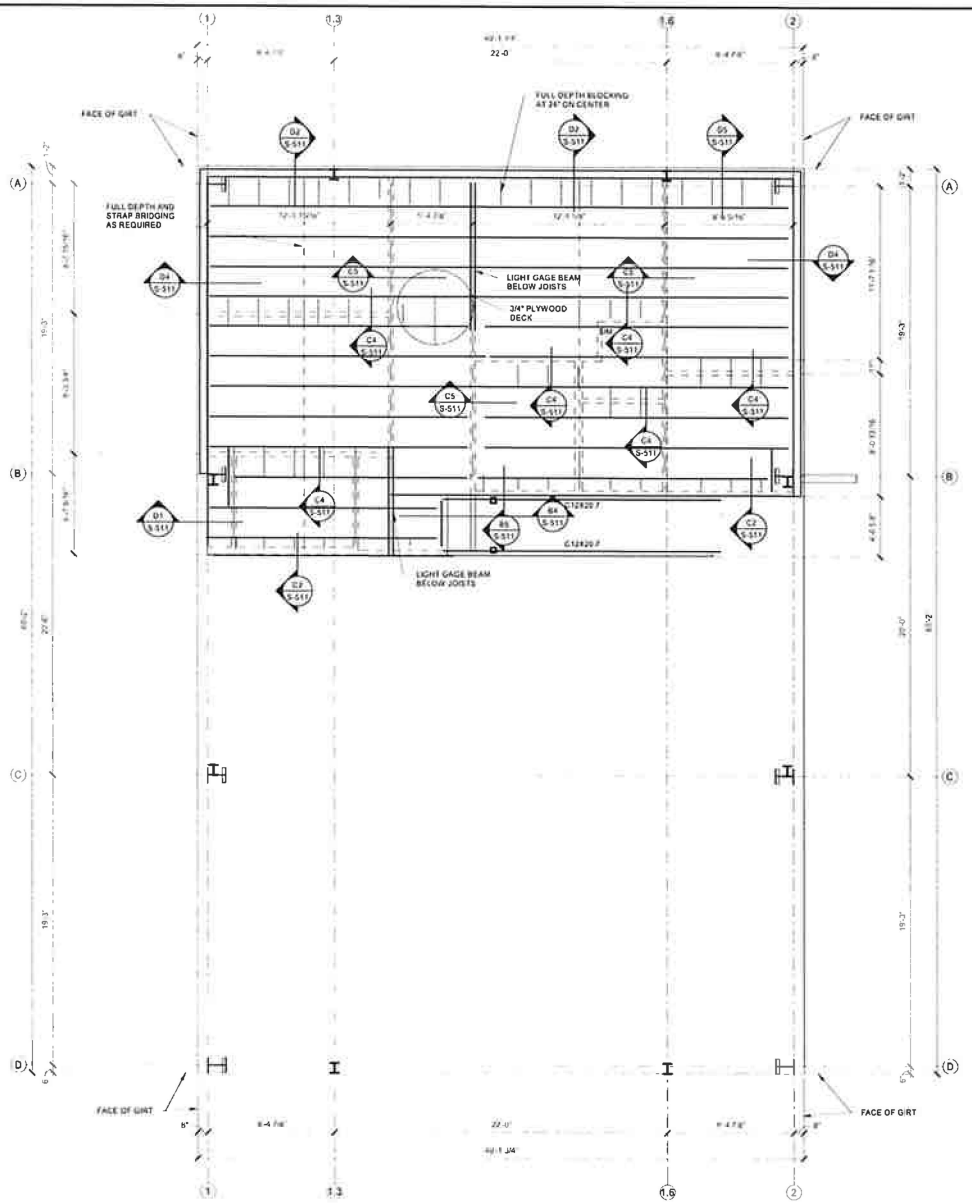
300 North Loraine
Midland, Texas

PROJECT NO
6119.21 - WEST
62212.22 - NORTH

#	DATE	DESCRIPTION
	02/09/2024	Issue for Proposal

Foundation Plan

S-111



A1 MEZZANINE FRAMING PLAN

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

GENERAL FRAMING NOTES

1. REFERENCE ARCHITECTURAL DRAWINGS FOR DIMENSIONS NOT SHOWN
2. FLOOR DECK SHALL BE 3/4" THICK A.C. GROUP 1 SANDED PLYWOOD PANELS WITH LONG DIRECTION PERPENDICULAR TO JOISTS. SECURED TO LIGHT GAGE JOISTS WITH #8 SELF DRILLING, SELF TAPPING FLAT HEAD SCREWS AT 6" ON CENTER AT EDGES AND 12" ON CENTER IF FIELD OF SHEET
3. FLOOR JOISTS SHALL BE MINIMUM 1300S223-68 JOISTS AT 24"ON CENTER. PROVIDE WEB STIFFENER AT EACH END AND AT INTERMEDIATE SUPPORTS

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02/08/2024

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Midland, Texas

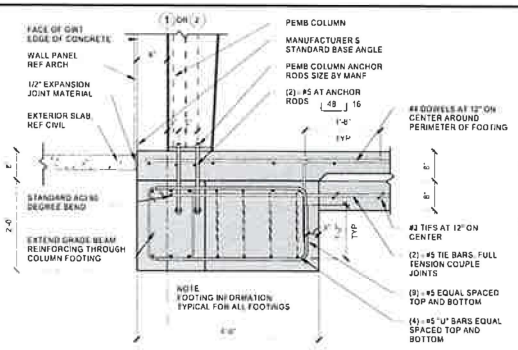
PROJECT NO.
5110 21 - WEST
40012 22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

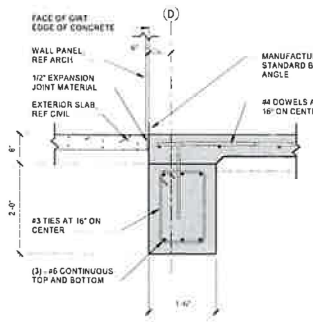
Mezzanine Framing Plan

S-121

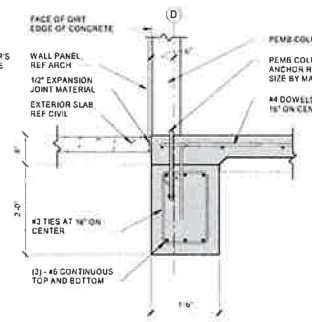
PACKET 8.578 August 27, 2024



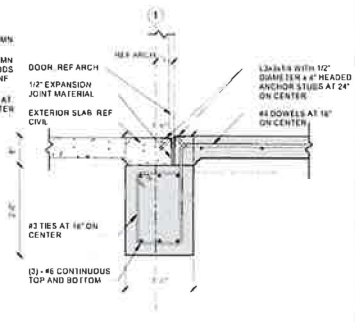
D2 SECTION 3/4" = 1'-0"



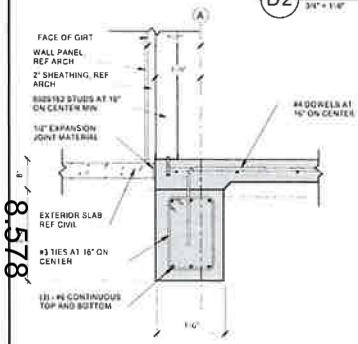
D3 SECTION 3/4" = 1'-0"



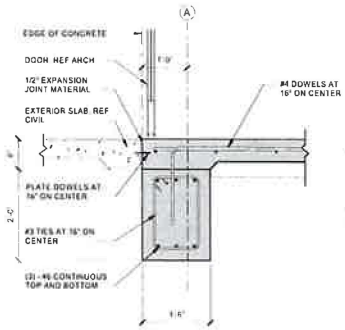
D4 SECTION 3/4" = 1'-0"



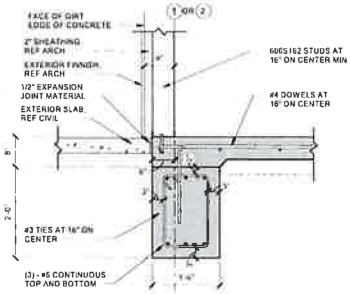
D5 SECTION 3/4" = 1'-0"



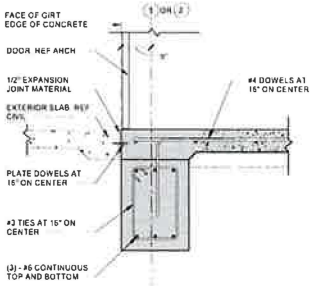
C1 SECTION 3/4" = 1'-0"



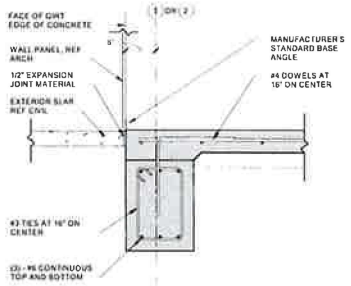
C2 SECTION 3/4" = 1'-0"



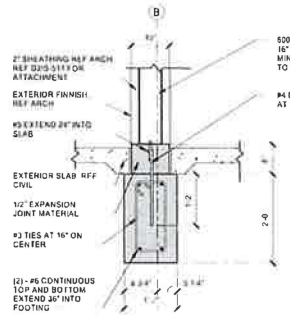
C3 SECTION 3/4" = 1'-0"



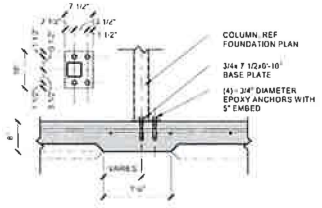
C4 SECTION 3/4" = 1'-0"



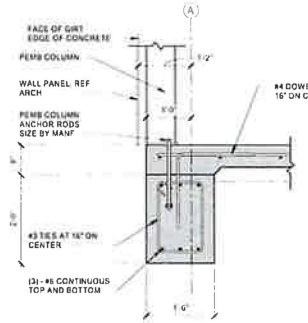
C5 SECTION 3/4" = 1'-0"



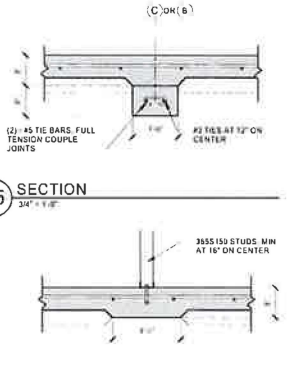
A2 SECTION 3/4" = 1'-0"



A3 SECTION 3/4" = 1'-0"



A4 SECTION 3/4" = 1'-0"



B5 SECTION 3/4" = 1'-0"

A5 SECTION 3/4" = 1'-0"

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City of Midland

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City of Midland

300 North Loraine
Midland, Texas

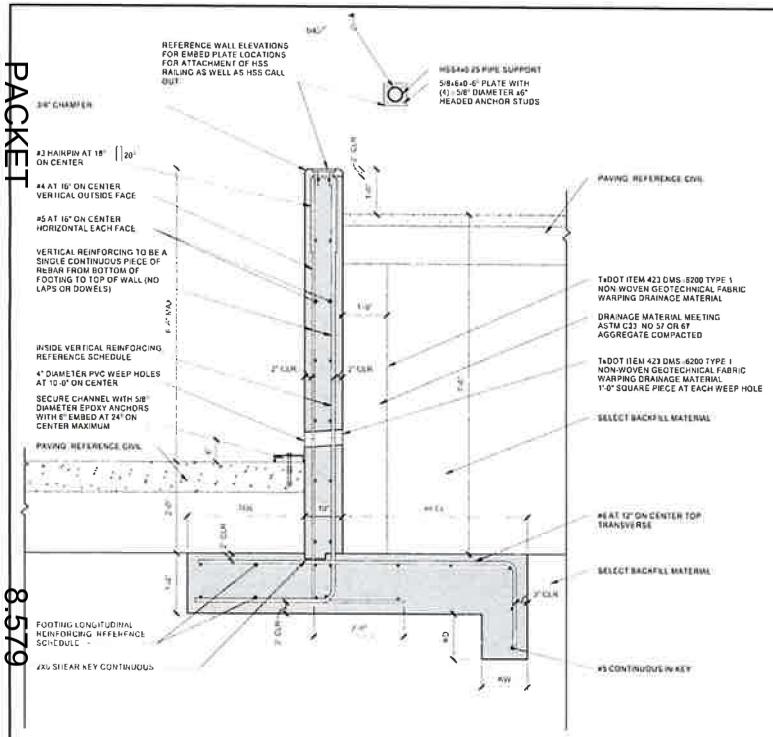
PROJECT NO
6170.21 - WEST
40212.22 - NORTH

#	DATE	DESCRIPTION
1	02/05/2024	Issue for Proposal

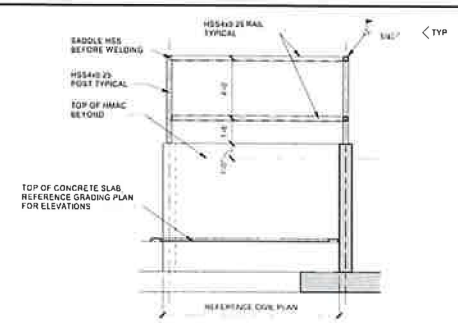
Foundation Details

S-501

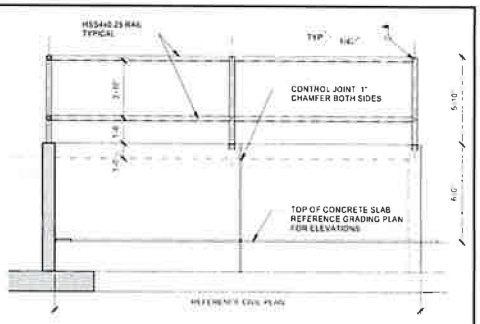
PACKET 8.579 August 27, 2024



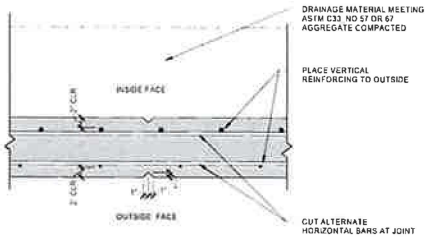
C1 RETAINING WALL
3/4" = 1'-0"



D3 ELEVATION
1/4" = 1'-0"



D4 ELEVATION
1/4" = 1'-0"

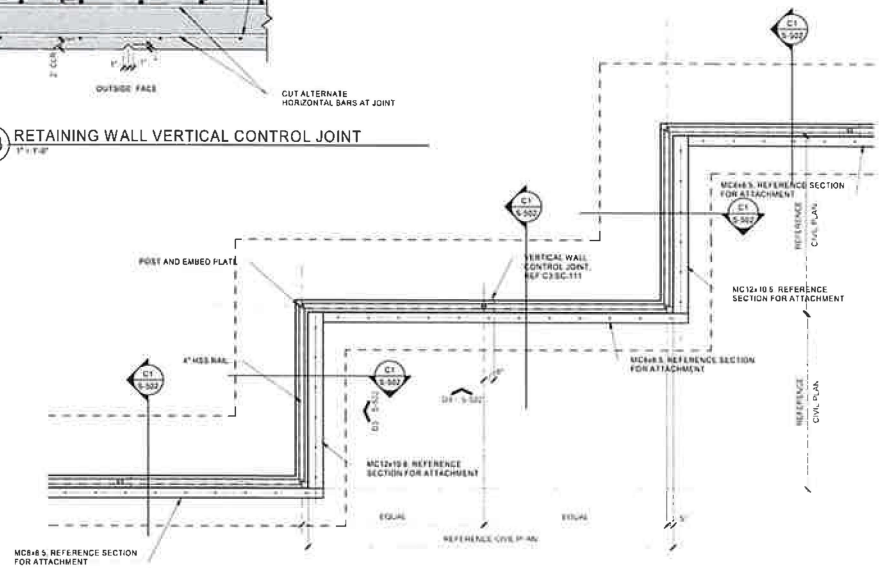


C3 RETAINING WALL VERTICAL CONTROL JOINT
1" = 1'-0"

RETAINING WALL TABLE

HEIGHT	TOE	HEEL	WIDTH	KEY WIDTH	KEY DEPTH	INSIDE VERTICAL REINFORCING	KEY REINFORCING	LONGITUDINAL FOOTING REINF		BEARING PRESSURE (PSF)		SAFETY FACTOR	
								TOP	BOTTOM	TOE	HEEL	SLIDING	OVER-TURNING
H	T	B	W	KW	KD								
1'-0" OR LESS	1'-6"	2'-3"	4'-6"	–	–	#5 AT 9"	–	(3) - #5	(5) - #5	1,203	88	3.99	3.19
1'-0" - 2'-0"	1'-6"	3'-3"	5'-6"	–	–	#5 AT 9"	–	(6) - #5	(3) - #5	1,586	52	2.83	2.81
2'-0" - 4'-0"	2'-0"	3'-3"	6'-6"	–	–	#6 AT 9"	–	(7) - #5	(5) - #5	1,579	12	2.42	2.66
4'-0" - 5'-0"	2'-6"	5'-2"	8'-6"	1'-0"	1'-0"	#6 AT 9"	(2) - #5 CONTINUOUS	(8) - #5	(6) - #5	1,802	59	2.29	2.59

DESIGN CRITERIA
EQUIVALENT FLUID PRESSURE = 37 PCF
DESIGN BACKFILL DENSITY = 110 PCF
DESIGN CONCRETE WEIGHT = 145 PCF
HEEL SURCHARGE = 250 PSF
TOE SURCHARGE = 75 PSF
CONCRETE STRENGTH (f'c) = 4,000 PSI
REINFORCING YIELD (F_y) = 60,000 PSI
FOOTING SOIL FRICTION FACTOR = 0.35



A3 CITIZEN DROP AREA
1/4" = 1'-0"

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Midland West CCS
City of Midland

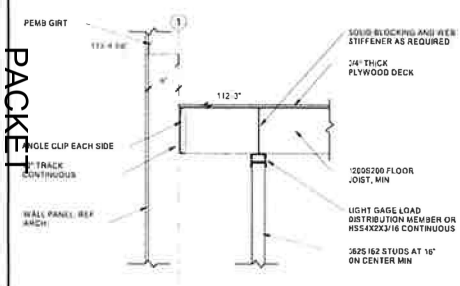
CLIENT
City of Midland
300 North Loraine
Midland, Texas

PROJECT NO.
51921 - WEST
40012.22 - NORTH

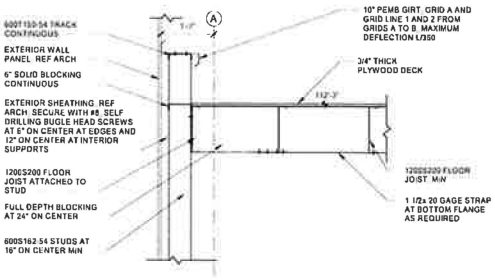
02/28/2024 Issue for Proposal
DATE DESCRIPTION

Foundation Details

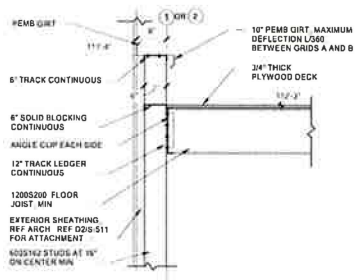
S-502



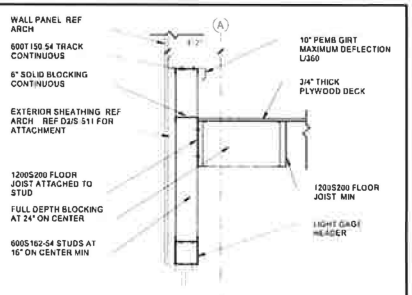
D1 SECTION 3/4" = 1'-0"



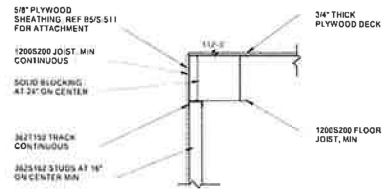
D2 SECTION 3/4" = 1'-0"



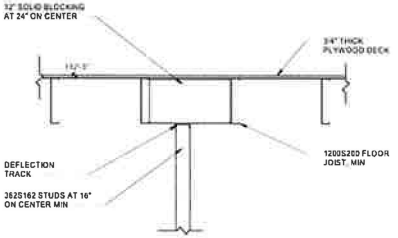
D4 SECTION 3/4" = 1'-0"



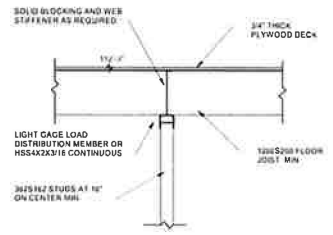
D5 SECTION 3/4" = 1'-0"



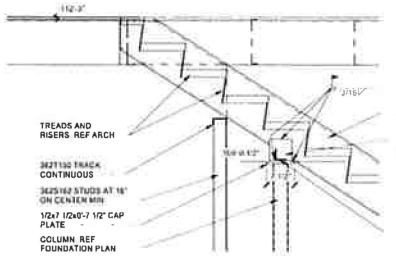
C2 SECTION 3/4" = 1'-0"



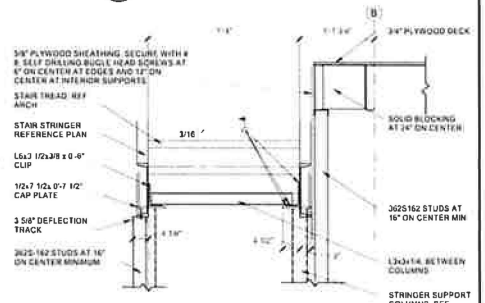
C4 SECTION 3/4" = 1'-0"



C5 SECTION 3/4" = 1'-0"



B4 SECTION 3/4" = 1'-0"



B5 SECTION 3/4" = 1'-0"

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City of Midland

300 North Loraine
Midland, Texas

PROJECT NO.
6719.21 - WEST
49012.22 - NORTH

#	DATE	DESCRIPTION
-	02/08/2024	Issue for Proposal

Framing Details

S-511

PACKET 8.581 August 27, 2024

INTERIOR LEGEND

AA	FINISH TAG
	FIXTURES/ FURNITURE/ EQUIPMENT/ SIGNAGE
	NOT IN SCOPE

FLOOR PLAN LEGEND

	CONCRETE WALL
	FACE BRICK
	CMU WALL
MJ	MASONRY CONTROL JOINT
	EXISTING CONSTRUCTION TO REMAIN
	EXISTING CONSTRUCTION TO BE REMOVED
	NEW STUD WALL
	NEW PARTIAL HEIGHT WALL
	GLAZING SYSTEM
	WIRE MESH OR FABRIC PARTITION
CG1	CORNER GUARD
CG1	END WALL GUARD
WG1	WALL GUARD
HR1	HANDRAIL
FEC	FIRE EXTINGUISHER AND CABINET
FEB	FIRE EXTINGUISHER AND BRACKET
	FURNITURE/EQUIPMENT NIC
DS	DOWN SPOUT
FD	FLOOR DRAIN
000	DOOR NUMBER
02	WINDOW MARK
LV00	LOUVER MARK
HM00	HOLLOW METAL FRAME MARK
AL00	ALUMINUM FRAME MARK
B20	PARTITION TYPE
AA	FINISH TAG

RCP LEGEND

	CEILING TRACK
CJ	CONTROL JOINT
	ACCESS PANEL
	SKYLIGHT
	GYP BD CEILING
	SUSPENDED METAL LATH AND PLASTER CEILING
	SUSPENDED ACOUSTICAL CEILING SYSTEM TYPE A
	SUSPENDED ACOUSTICAL CEILING SYSTEM TYPE B

ROOF LEGEND

RD	ROOF DRAIN
OD	OVERFLOW DRAIN
	SLOPE
	ROOF MOUNTED EQUIPMENT
	VENT THROUGH ROOF (VTR)
SK	SKYLIGHT
RH	ROOF HATCH

DETAIL LEGEND

	COMPACTED SOIL
	UNDISTURBED SOIL
	STONE/MARBLE
	PLASTER OR STUCCO ON METAL LATH
	STEEL
	CONCRETE IN SECTION
	BRICK
	CMU
	BATT INSULATION
	ACOUSTICAL TILE
	RIGID INSULATION
	WOOD CONTINUOUS
	WOOD DISCONTINUOUS
	PLASTER, SAND OR CEMENT GROUT
	POUROUS FILL, GRAVEL (CAPILLARY WATER BARRIER PAVEMENT BASE)
	TERAZZO (IN SECTION)

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REGISTERED ARCHITECT STATE OF TEXAS

02/08/2024

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300 North Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
6019.22 - NORTH

	DATE	DESCRIPTION
1	02/08/2024	Issue for Proposal

Architectural / Interior Legends

A-001

PACKET 8.582 August 27, 2024

INTERIOR PARTITION SCHEDULE

(PLAN)

A



B



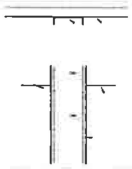
PARTITION TYPE

	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	3 3/4"	3 3/4"	4 7/8"	4 7/8"	7 1/4"	7 1/4"	9 1/4"	9 1/4"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND-ATTENUATION BLANKETS		REQ		REQ		REQ	REQ	REQ
UL DESIGN ASSEMBLY	U465	U465	U465	U465	U465	U465	U465	U465
FIRE RATING (IF REQUIRED BY CODE SHEET)	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR	1 HOUR
STC RATING	35	48	40	46		51		

	1	2	3	4	5	6	7	8
ASSEMBLY THICKNESS	3 1/8"	3 1/8"	4 1/4"	4 1/4"	6 5/8"	6 5/8"	8 5/8"	8 5/8"
NON-STRUCTURAL METAL FRAMING	2 1/2"	2 1/2"	3 5/8"	3 5/8"	6"	6"	8"	8"
SOUND ATTENUATION BLANKETS		REQ		REQ		REQ	REQ	REQ
UL DESIGN ASSEMBLY								
FIRE RATING (IF REQUIRED BY CODE SHEET)	NR	NR	NR	NR	NR	NR	NR	NR
STC RATING				34		37		

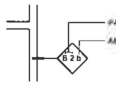
ABOVE CEILING CONDITION (SECTION)

b



PARTITION GENERAL NOTES

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND THREE PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT NOTE THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTING PARTITION IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES REFER TO CODE PLAN G-101 FOR RATED WALLS



- WHERE SOUND ATTENUATION BLANKETS ARE SCHEDULED
  1. INSTALL ACOUSTICAL SEALANT AT ALL PENETRATIONS PER MANUFACTURER'S INSTRUCTIONS AT TOP AND BOTTOM OF WALLS (BOTH SIDES)
  2. PUTTY PADS AT ALL WALL PENETRATIONS INCLUDING ELECTRIC OUTLETS IT BACK BOXES
- ALL ASSEMBLY THICKNESSES LISTED IN THE PARTITION TYPES ARE BASED ON 5/8" THICK GYPSUM BOARD ALTERNATE GYPSUM BOARD THICKNESSES WILL HAVE A DIFFERENT ASSEMBLY THICKNESS
- WHERE RATED ASSEMBLY EXTENDS TO STRUCTURE ABOVE PROVIDE UL APPROVED FIRE RATED HEAD OF WALL ASSEMBLY TO MATCH RATING OF WALL WALL HEIGHTS EXCEEDING STUD MANUFACTURER'S MAXIMUM LIMITING SPAN USING SPSP LATERAL LOADING SHALL BE BRACED TO STRUCTURE ABOVE (LAY-IN CEILINGS ARE NOT ACCEPTABLE BRACING HARD CEILINGS ARE ACCEPTABLE)
- "STRUCTURE ABOVE" (AS NOTED IN THE PARTITION CONDITIONS) IS DEFINED AS THE UNDERSIDE OF ONE OR MORE OF THE FOLLOWING
  - COMPOSITE FLOOR SLAB
  - STAIR TREADS/RISERS
  - METAL ROOF DECK
  - STEEL BEAMS
- IN NO CASE SHALL THE BOTTOM OF STEEL JOISTS BE CONSIDERED BOTTOM OF STRUCTURE ABOVE
- NR = NOT RATED

PARTITION TERMINATION AT DECK











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PROJECT NO
011921 - WEST
40016.22 - NORTH

-	02/06/2024	Issue for Proposal
#	DATE	DESCRIPTION

Interior Partition Schedule

A-002

PACKET 8.583 August 27, 2024

INTERIOR MATERIAL LEGEND

MARK	DESCRIPTION	MANUFACTURER	STYLE/COLLECTION	COLOR	REMARKS
09 51 23 - ACOUSTIC TILE CEILINGS					
ACT1	ACOUSTIC CEILING TILE (FIELD)	REFERENCE SPECIFICATION SIZE: 24" X 48"	REFERENCE SPECIFICATION	WHITE	OFFICE CEILING
09 65 13 - RESILIENT BASE AND ACCESSORIES					
RB1	RESILIENT BASE 4" COVE	ROPPE		ROPPE 123 CHARCOAL	TYP ALL GYP BOARD LOCATIONS
09 67 23 - DECORATIVE FIBERGLASS REINFORCED WALL PANELS					
FRP1	FIBER REINFORCED PLASTIC PANELS	MARLITE	STANDARD FRP - PEBBLED	MARLITE MEDIUM GREY	TYP JAN CLOSET LOCATIONS
FRP2	FIBER REINFORCED PLASTIC PANELS	MARLITE	RECTANGLE HORIZONTAL - 6" X 3" TILE CONFIGURATION	BLACK WITH WHITE GROUT LINES SS105.R63 (VERTICAL)	TYP RESTROOM LOCATIONS AND BREAK ROOM BACKSPLASH
09 91 23 - INTERIOR PAINTING					
PT1	PAINT	SHERWIN WILLIAMS		SW 7008 PEARLY WHITE	TYP ALL GYP BOARD LOCATIONS
SCN1	SEALED CONCRETE	SHERWIN WILLIAMS	REFERENCE SPECIFICATION	CLEAR	TYP ALL CONCRETE FLOOR SURFACES
09 93 00 - STAINING AND TRANSPARENT FINISHING					
TPF1	TRANSPARENT FINISH	SHERWIN WILLIAMS	REFERENCE SPECIFICATION	CLEAR COAT	TYP ALL PLYWOOD LOCATIONS
10 26 00 - WALL AND DOOR PROTECTION					
CG1	CORNER GUARD	CS ACROVYN	REFERENCE SPECIFICATION	ACROVYN #834 PEARL	
12 32 16 - PLASTIC LAMINATE CASEWORK					
PLAM1	PLASTIC LAMINATE CASEWORK	WILSONART		FAIRCHILD 8238	
SS1	SOLID SURFACE COUNTERTOPS	CORIAN DESIGN		CORIAN DEEP NOCTURNE	

GENERAL FINISH NOTES

FLOORS:
- A GROUND LEVEL FLOORS SHALL RECEIVE (SCN1) UNO
- B STORAGE MEZZANINE SHALL RECEIVE (TPF1) UNO

BASE:
- A BASE SHALL BE (RB1) UNO

WALLS:
- A DRYWALL WALLS SHALL BE PAINTED (PT1) UNO
- B RESTROOM WALLS SHALL RECEIVE (FRP2) FROM FLOOR TO CEILING
- C JANITOR CLOSETS SHALL RECEIVE (FRP1) FROM FLOOR TO 4'-0" AFF ON ALL WET WALLS. WALLS SHALL BE PAINTED (PT1) ABOVE
- D LOADING BAY WALLS TO RECEIVE PLYWOOD TO 12'-0" AFF. PLYWOOD TO RECEIVE (TPF1) UNO
- E MEZZANINE WALLS TO RECEIVE PLYWOOD TO 4'-0" AFF. PLYWOOD TO RECEIVE (TPF1) UNO

CEILINGS:
- A ACOUSTICAL CEILING SHALL BE (ACT1) UNO
- B DRYWALL CEILINGS SHALL BE PAINTED (PT1) UNO

MILLWORK:
- A UPPER AND LOWER MILLWORK SHALL BE (PLAM1) UNO
- B COUNTERTOPS SHALL BE (PLAM1) UNO

MISCELLANEOUS:
- A DOOR AND WINDOW TRIM SHALL BE (PT1)
- B HANDRAILS SHALL BE (PT2)
- C PAINTED DOORS SHALL BE (PT1) UNO

GENERAL NOTES

- A REFER TO ACCESSIBILITY STANDARDS SHEETS FOR TYPICAL MOUNTING HEIGHTS/LOCATIONS FOR TOILET ROOM ACCESSORIES
- B ALL INTERIOR WALLS ARE A6A UNLESS NOTED OTHERWISE. REFER TO SHEET A-602 FOR INTERIOR PARTITION SCHEDULE
- C DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE UNO
- D COORDINATE WITH MEP DRAWINGS FOR LOCATIONS OF FIXTURES. LOCATE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF CONFLICTS PRIOR TO CONSTRUCTION
- E CENTER DEVICES IN CEILING TILES UNO
- F REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING HEIGHTS, CEILING MATERIALS AND FURRED CEILINGS
- G A1 LOCATIONS OF PERFORATED RETURN AIR GRILLES. WIRING, CABLING, ETC. TO BE HELD CLEAR OF OPEN LINE OF SIGHT THROUGH GRILLE IN CASES WHERE THIS IS UNAVOIDABLE. ITEMS VISIBLE ABOVE GRILLE ARE TO BE PAINTED FLAT BLACK

KEY NOTES

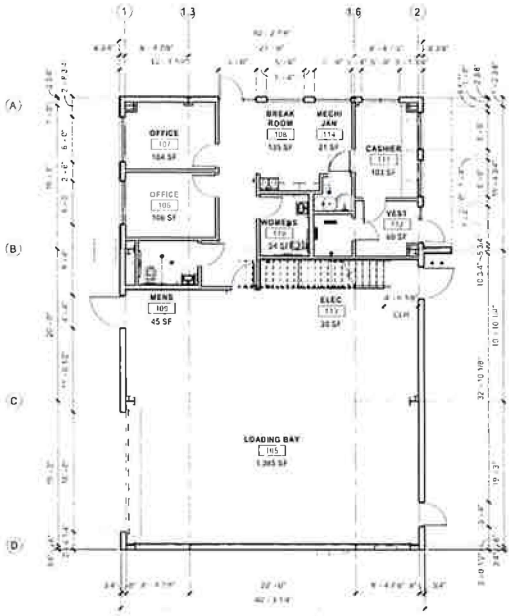
AS INDICATED BY (#) —

104	REMOVABLE GUARD RAIL SECTION
105	METAL PAN CONCRETE FILLED STAIRS
106	MECH LOUVER - REF MECH
427	OH COILING DR, AS SCHED
485	GUARD RAIL
831	MECH EQUIP, REF MECH

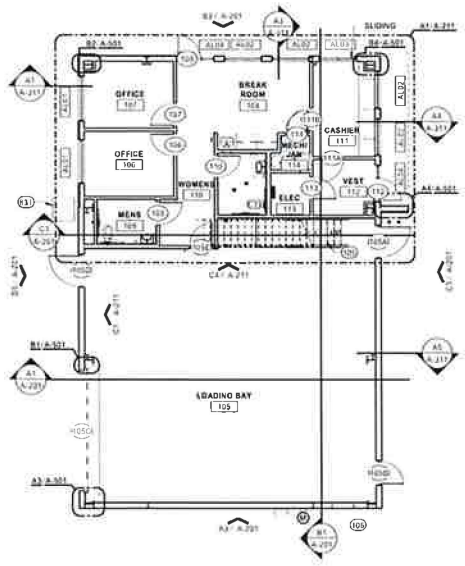
PARTITION GENERAL NOTES

THE FOLLOWING PARTITION GRAPHIC SYMBOL AND THREE PART NOTATION SYSTEM IS USED IN THE CONSTRUCTION DOCUMENTS FOR THIS PROJECT NOTE: THE PARTITION CONSTRUCTION WILL MAINTAIN ITS DESIGNATION TO THE POINT OF AN INTERSECTING PARTITION. IF NO CHANGE IN DESIGNATION IS SHOWN BEYOND THE INTERSECTION, THE PREVIOUS PARTITION CONSTRUCTION DESIGNATION APPLIES. REFER TO CODE PLAN G-101 FOR RATED WALLS.

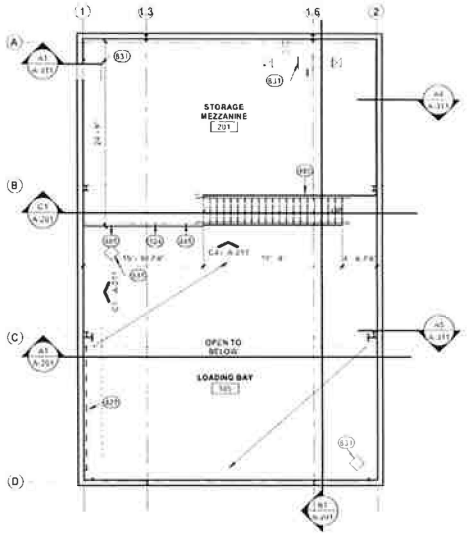




A1 DIMENSIONED PLAN - 1ST FLOOR
1/8" = 1'-0"



A2 ANNOTATED PLAN - 1ST FLOOR
1/8" = 1'-0"



A4 ANNOTATED/DIMENSIONED PLAN - MEZZANINE
1/8" = 1'-0"

WEST SITE PLAN NORTH | NORTH SITE PLAN NORTH

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Midland, TX

PROJECT NO
6119.21 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
	02.05.2024	Issue for Proposal

Annotated & Dimensioned Plans

A-111

PACKET 8.584 August 27, 2024

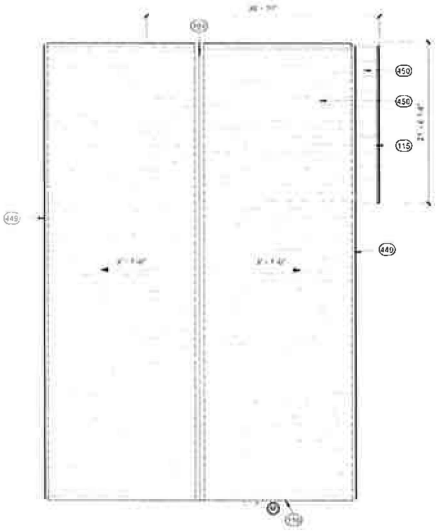
GENERAL NOTES

A. DIMENSIONS ARE TO FACE OF STUD, CMU, OR CENTERLINE OF STRUCTURE UNO
B. COORDINATE WITH MEP DRAWINGS FOR LOCATIONS OF FIXTURES. LOCATE AS SHOWN ON ARCHITECTURAL PLANS AND DETAILS. NOTIFY ARCHITECT OF CONFLICTS PRIOR TO CONSTRUCTION
C. FINAL SPRINKLER HEAD LOCATIONS SHALL BE SET BY FIRE PROTECTION ENGINEER AND APPROVED BY ARCHITECT
D. CENTER DEVICES, SPRINKLER HEADS, ETC. IN CEILING TILES UNO
E. CEILING HEIGHTS SHALL BE 9'-0" ABOVE FINISHED FLOOR UNO
F. REFER TO INTERIOR ELEVATIONS AND ROOM FINISH SCHEDULE FOR ADDITIONAL INFORMATION CONCERNING HEIGHTS, CEILING MATERIALS AND FURRED CEILINGS
G. AT LOCATIONS OF PERFORATED RETURN AIR GRILLES, WIRING, CABLING, ETC. TO BE HELD CLEAR OF OPEN LINE OF SIGHT THROUGH GRILLE. IN CASES WHERE THIS IS UNAVOIDABLE, ITEMS VISIBLE ABOVE GRILLE ARE TO BE PAINTED FLAT BLACK.

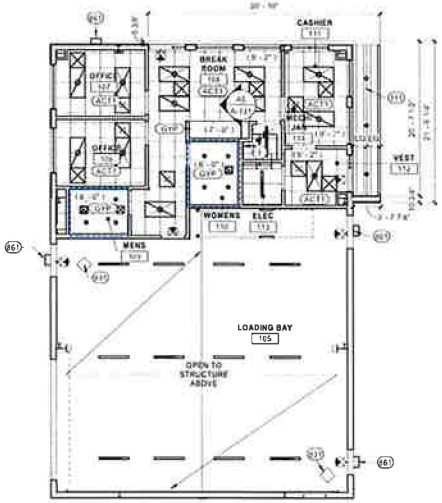
KEY NOTES

AS INDICATED BY (#) —

107	METAL ROOF RIDGE TRIM
110	PREFIN MTL RAKE TRIM
111	PREFIN MTL SOFFIT PANEL
115	CONCEALED GUTTER
448	MTL GUTTER
450	MTL ROOFING
831	MECH EQUIP, REF MECH
861	LIGHT FIXTURE, REF ELECT



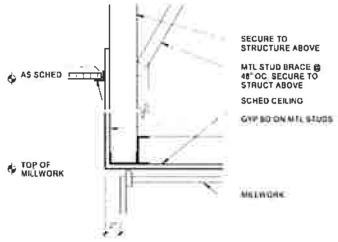
A1 ROOF PLAN



A3 REFLECTED CEILING PLAN

LEGEND

- GYPSUM WALL BOARD CEILING
- LAY IN CEILING
- MTL SOFFIT
- DENOTES SOUND INSULATION



A5 CEILING DETAIL

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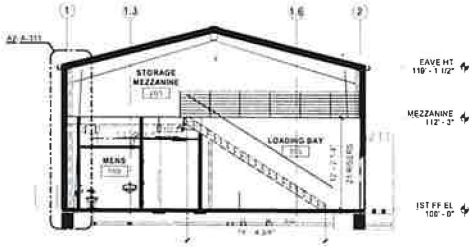
PROJECT NO.
8119.21 - WEST
#2313.22 - NORTH

#	DATE	DESCRIPTION
	02/08/2024	Issue for Proposal

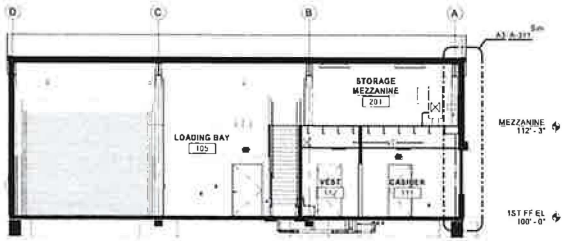
Reflected Ceiling Plan & Roof Plan

A-131

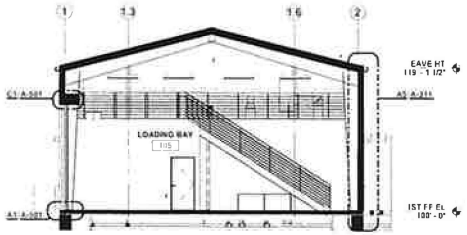
PACKET 8.585 August 27, 2024



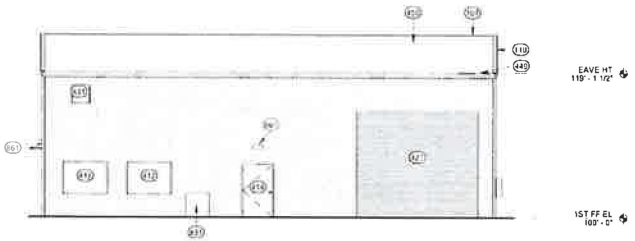
C1 BUILDING SECTION



B1 BUILDING SECTION



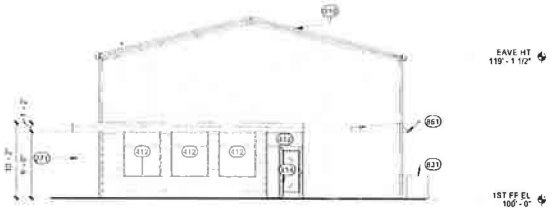
A1 BUILDING SECTION



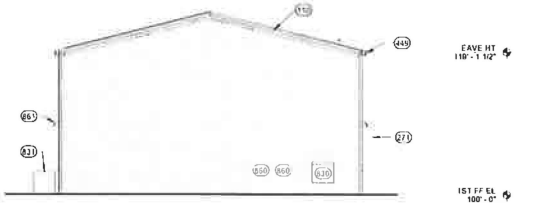
D3 WEST ELEVATION



C3 EAST ELEVATION



B3 NORTH ELEVATION



A3 SOUTH ELEVATION

GENERAL NOTES

A PAINT ALL GYP BOARD WALLS IN FIELD, REF PROJECT MANUAL
B FINISH ALL EXPOSED PLYWOOD IN FIELD, REF PROJECT MANUAL
C VERIFY DIMENSIONS

KEY NOTES

AS INDICATED BY (#) —

107 METAL ROOF RIDGE, TRIM
110 PREFIN MTL RAKE TRIM
271 MTL PANEL SYSTEM TYPE B
412 ALUM STORE FRONT & GLAZING, AS SCHED
414 DOOR, AS SCHED
427 OH COILING DR, AS SCHED
449 MTL GUTTER
450 MTL ROOFING
830 REF MECH
831 MECH EQUIP, REF MECH
860 REF ELECT
861 LIGHT FIXTURE, REF ELECT

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300 North Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
40015.22 - NORTH

02.06.2024 Issue for Proposal
DATE DESCRIPTION

Exterior Elevations & Building Sections

A-201

KEY NOTES

AS INDICATED BY (#) –

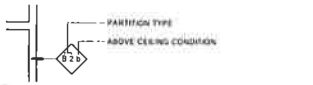
101	UNDERCOUNTER REFRIGERATOR, OFCI
109	UNDERCOUNTER ICE MAKER, OFCI
112	ALUMINUM SUPPORT BRACKET
113	COUNTERTOP
114	CONTROL JOINT
124	OPEN SHELF
132	CANE DETECTION
552	FEB
600	GRAB BAR (GB)
602	COMBINATION PAPER TOWEL DISPENSER/WASTE RECEPTACLE (PTDWR)
603	PAPER TOWEL DISPENSER (PTD)
607	TLT TISSUE DISPENSER (TTD-1)
612	MIRROR (M1)
666	CORNER GUARD

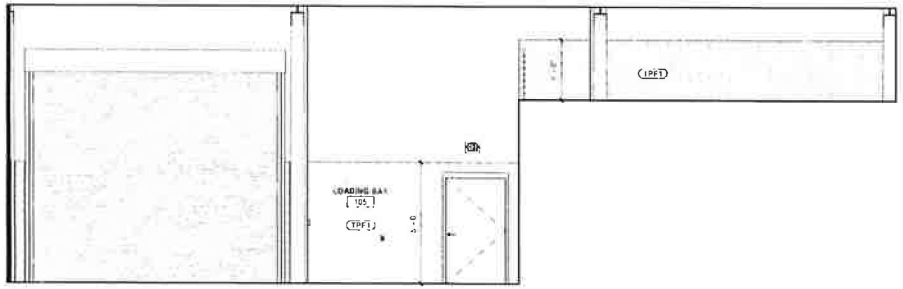
GENERAL NOTES

A PAINT ALL GYP BOARD WALLS IN FIELD. REF PROJECT MANUAL
B FINISH ALL EXPOSED PLYWOOD IN FIELD. REF PROJECT MANUAL
C VERIFY DIMENSIONS

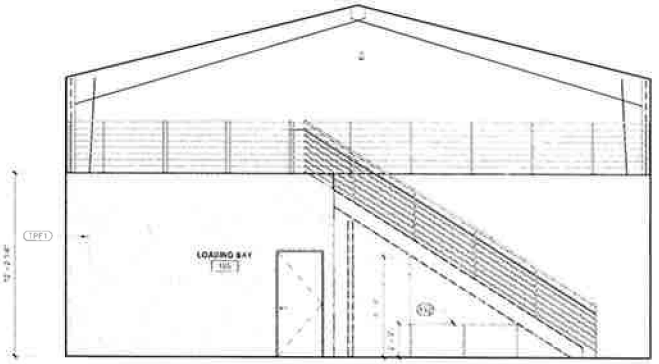
PARTITION GENERAL NOTES

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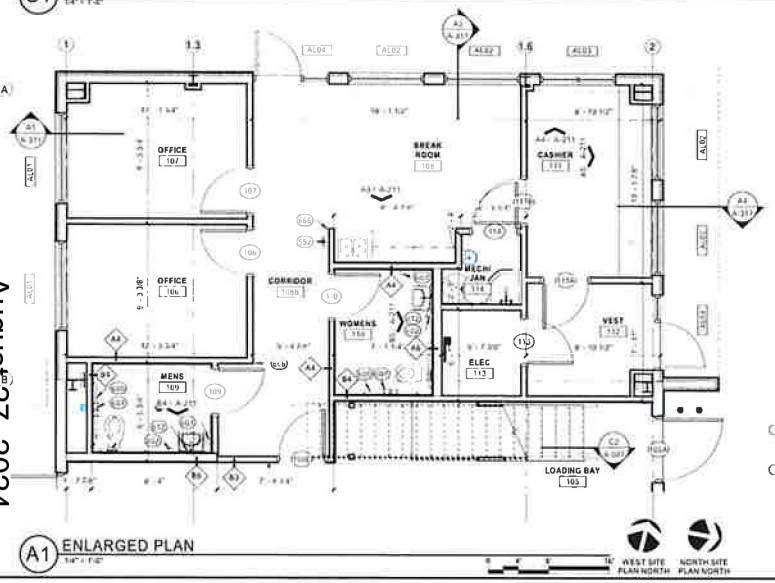




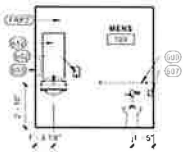
C1 INTERIOR ELEVATION



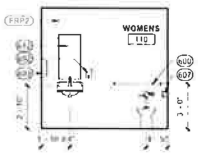
C4 INTERIOR ELEVATION



A1 ENLARGED PLAN



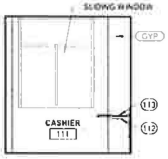
B4 INTERIOR ELEVATION



B5 INTERIOR ELEVATION



A3 INTERIOR ELEVATION



A4 INTERIOR ELEVATION



A5 INTERIOR ELEVATION

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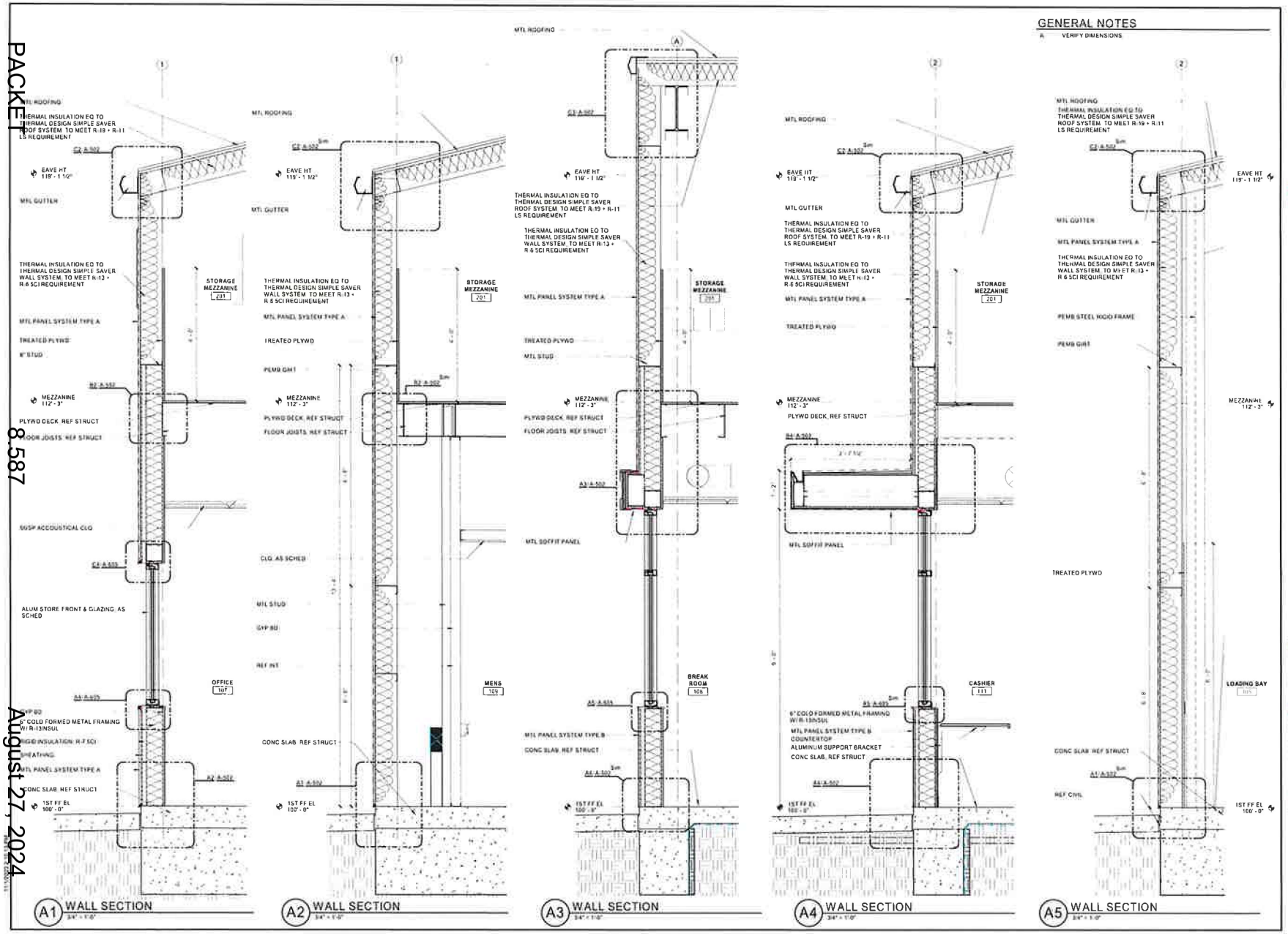
300 North Loraine
Midland, TX

PROJECT NO.
6119.21 - WEST
#0013.22 - NORTH

#	DATE	DESCRIPTION
	02.08.2024	Issue for Proposal

Interior Elevations & Enlarged Plans

A-211



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Citizen Collection Stations

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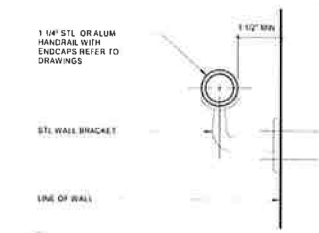
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City of Midland
300 North Loraine
Midland, TX

PROJECT NO
6119.21 - WEST
40015.22 - NORTH

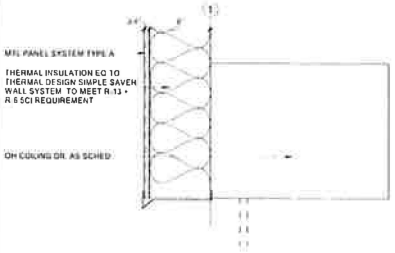
#	DATE	DESCRIPTION
	02.05.2024	Issue for Proposal

Wall Sections

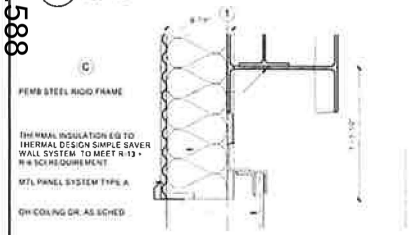
A-311



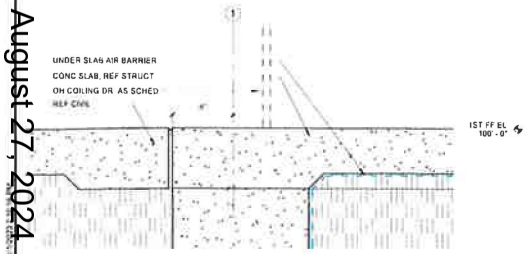
D2 STAIR DETAIL
3" = 1'-0"



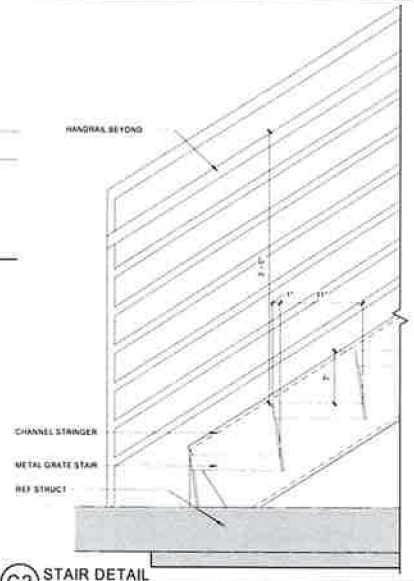
C1 SECTION DETAIL
1 1/2" = 1'-0"



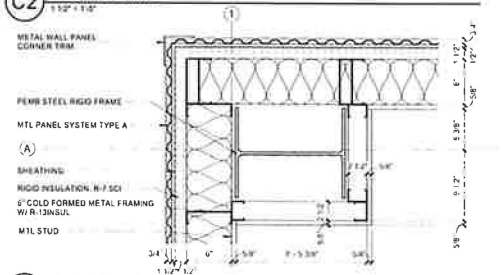
B1 PLAN DETAIL
1 1/2" = 1'-0"



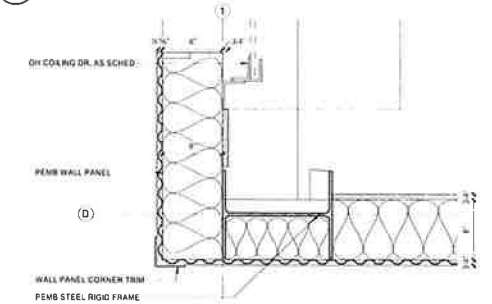
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1 1/2" = 1'-0"



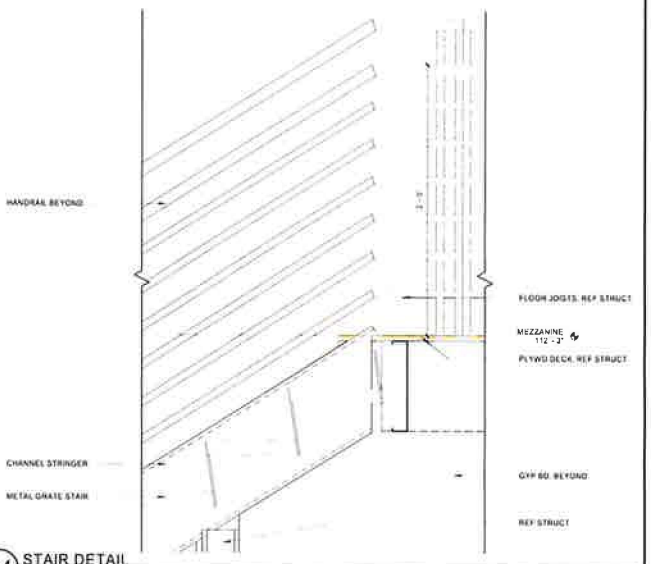
C2 STAIR DETAIL
1 1/2" = 1'-0"



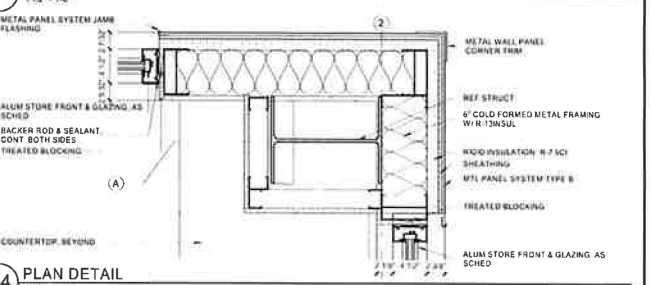
B2 PLAN DETAIL
1 1/2" = 1'-0"



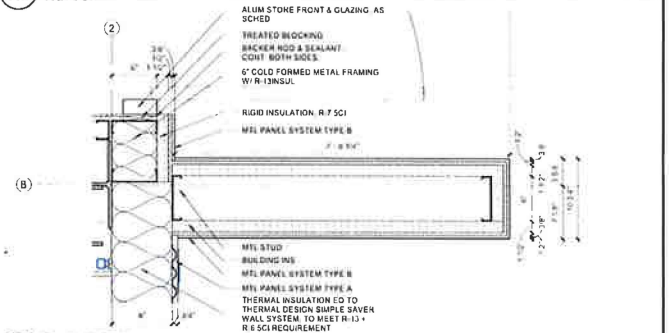
A3 PLAN DETAIL
1 1/2" = 1'-0"



C4 STAIR DETAIL
1 1/2" = 1'-0"



B4 PLAN DETAIL
1 1/2" = 1'-0"



A4 PLAN DETAIL
1 1/2" = 1'-0"

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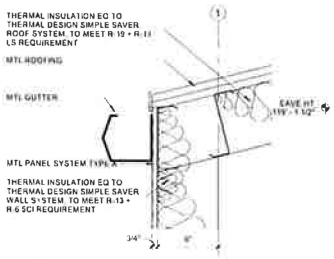
300 North Loraine
Midland, TX

PROJECT NO.
5119.21 - WEST
5119.22 - NORTH

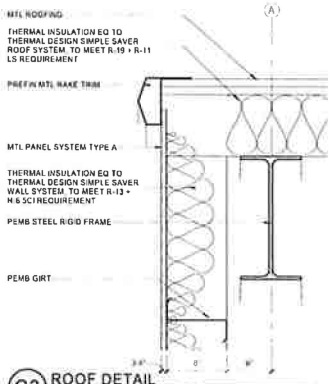
02.06.2024 Issue for Proposal
DATE DESCRIPTION

Details

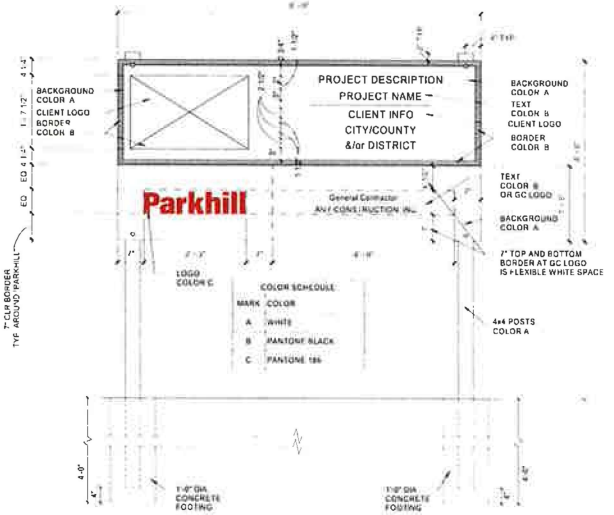
A-501



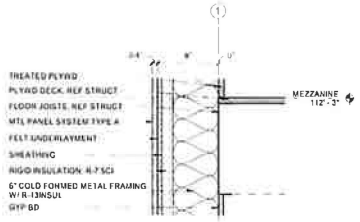
C2 ROOF DETAIL
1 1/2" = 1'-0"



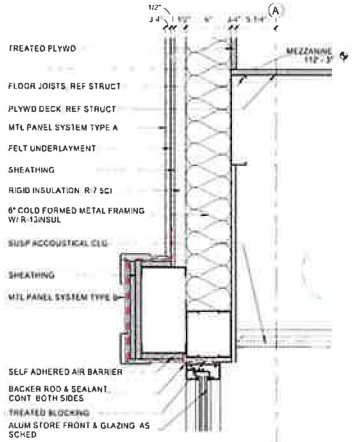
C3 ROOF DETAIL
1 1/2" = 1'-0"

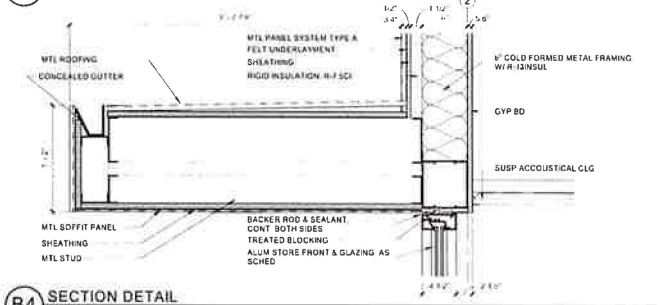


C4 PROJECT SIGN - L
3/4" = 1'-0"

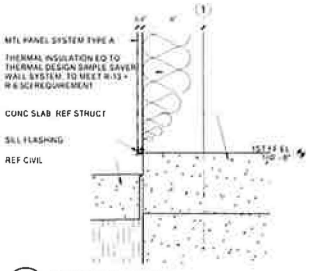


B2 SECTION DETAIL
1 1/2" = 1'-0"

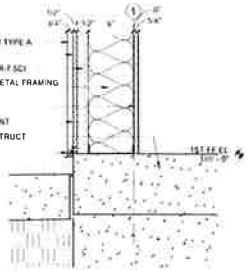




B4 SECTION DETAIL
1 1/2" = 1'-0"

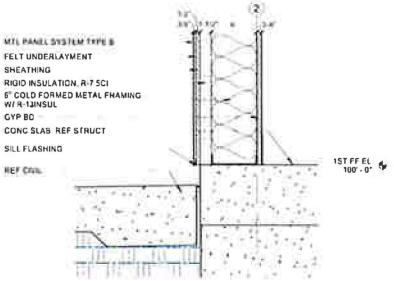


A1 SECTION DETAIL
1 1/2" = 1'-0"



A2 SECTION DETAIL
1 1/2" = 1'-0"

A3 SECTION DETAIL
1 1/2" = 1'-0"



A4 SECTION DETAIL
1 1/2" = 1'-0"

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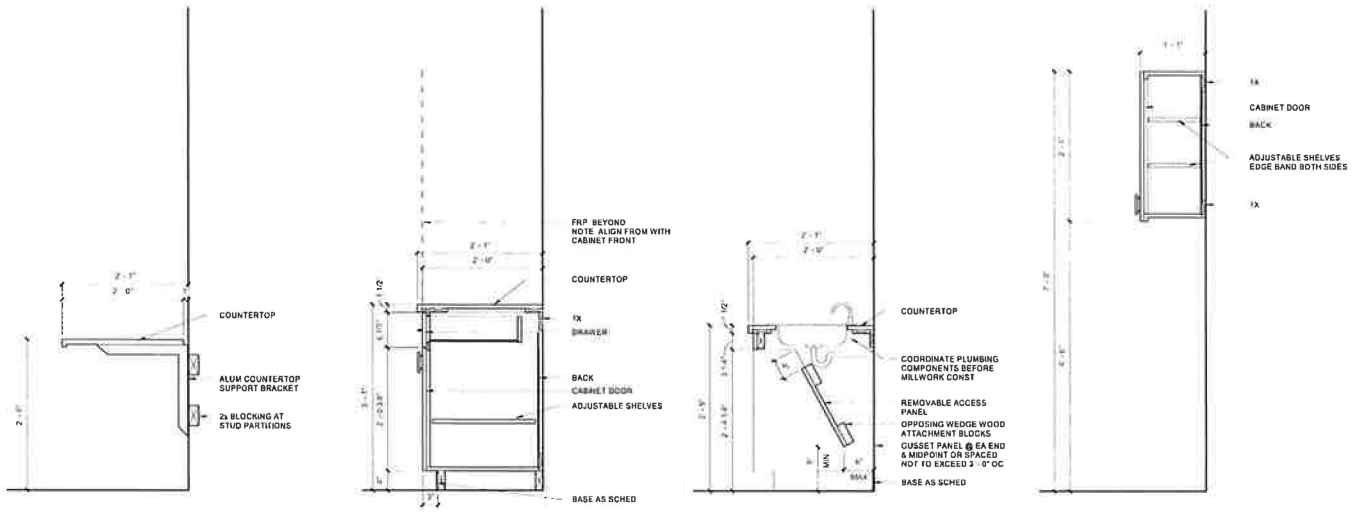
300 North Loraine
Midland, TX

PROJECT NO
6119.21 - WEST
6019.22 - NORTH

DATE	DESCRIPTION
02.08.2024	Issue for Proposal

Details

A-502



A2 MILLWORK SECTION

A3 MILLWORK SECTION

A4 MILLWORK SECTION

A5 MILLWORK SECTION

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PROJECT NO.
6119.23 - WEST
40015.22 - NORTH

#	DATE	DESCRIPTION
	02.06.2024	Issue for Proposal

Details

A-503

PACKET 8.591 August 27, 2024

DOOR SCHEDULE

MARK	PR	DOOR WIDTH	DOOR WIDTH	DOOR HEIGHT	CONST	TYPE	GLAZING	FIRE RATING	FRAME CONST	FRAME SIZE	DETAILS HEAD	DETAILS JAMB	DETAILS SILL	REMARKS
105A		4'-0"		7'-0"	HMPF	F	-		HM01	6"	B3A-605	A3A-605		MI
105B		3'-0"		7'-0"	HMPF	F	-		HM02	6"	B1A-605	A1A-605		MI
105C		NEW		14'-0"	ALUM	OH2	-		OVHD		C1A-501	B1A-501	A1A-501	
105D		4'-0"		7'-0"	HMPF	F	-		HM02	6"	B1A-603	A1A-601		MI
105E		2'-0"		7'-0"	HMPF	F	-		HM01	5 1/4"	B3A-605	A3A-605		MI
106		3'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		MI
107		3'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		MI
108		3'-0"		7'-0"	ALUM	A1	G12		ALUM					MI
109		3'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		
110		3'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		
111A		2'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		MI
111B		2'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		
112		3'-0"		7'-0"	ALUM	A1	G12		ALUM					
113		3'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		MI
114		3'-0"		7'-0"	PLAM	F	-		HM01	5 7/8"	B3A-605	A3A-605		MI

DOOR SCHEDULE FOOTNOTES X=EXISTING

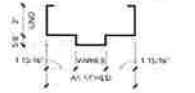
1. DOOR SIZE (INDICATED IN INCHES)
   SIZE INDICATED IS NOMINAL. REDUCTION SHALL BE MADE FOR THRESHOLD & EDGE CLEARANCES. ALL DOORS ARE 1 3/4" THICK UNO
2. DOOR CONSTRUCTION/VENEER (## - REF TO I-001)
   - SCTF = SOLID CORE WOOD, TRANSPARENT FINISH
   - SCPF = SOLID CORE WOOD, PAINT FINISH
   - SCLP = SOLID CORE WOOD, LAMINATED PLASTIC COVER
   - SCIR = SOLID CORE WOOD, IMPACT RESISTANT
   - HM = HOLLOW METAL
   - HMLP = HOLLOW METAL, LAMINATED PLASTIC COVER
   - HMPF = HOLLOW METAL, PAINT FINISH
3. DOOR TYPE
   REFER TO DOOR TYPE SCHEDULE
4. FRAME CONSTRUCTION
   REFER TO DOOR FRAME SCHEDULES
   - HM = HOLLOW METAL
   - HMPF = HOLLOW METAL, PAINT FINISH
   - ALUM = ALUMINUM
   - WDTF = SOLID WOOD, TRANSPARENT FINISH
   - WDPF = SOLID WOOD, PAINT FINISH
5. DETAIL # — A1A-701 — SHEET #
   " = SIMILAR
6. REMARKS
   MISCELLANEOUS (GENERAL NOTES)
   - M1 = VERIFY ROUGH OPENINGS
   - M2 = DOOR TRIM TO MATCH EXISTING
   - M3 = LEAD LINED DOOR & FRAME
   - M4 = VERIFY FINISH OPENING SIZE
   - M5 = PROVIDE HOSPITAL STOP ON FRAME. SEE STANDARD DOOR DETAILS (THIS SHEET)
   - M6 = CASED OPENING FRAME
   - M7 = SEE STANDARD DOOR DETAILS (THIS SHEET) FOR DOOR HEAD / TRANSOM PANEL DETAILS
   - M8 = CARD READER
7. TRANSOM
   - T1 = WOOD TRANSOM TO MATCH DOOR SIZE AS NOTED
   - T2 = HOLLOW METAL TRANSOM TO MATCH EXISTING

NOTE: QUANTITIES HERE ARE FOR A SINGLE BUILDING, MODIFY AS NECESSARY TO MEET BOTH BUILDINGS

GLAZING SCHEDULE

MARK	TYPE
G12	LOW-E COATED, TINTED INSULATING GLASS

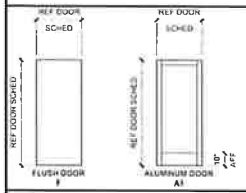
STANDARD DOOR DETAILS



STANDARD FRAME

DOOR TYPE SCHEDULE

NOTE: DOOR LITE OPENINGS ARE TO LITE FRAME INTERIOR OPENING (DAYLIGHT OPENING). RIGHT EDGE OF SWING DOOR IS STRIKE EDGE. THIS LEGEND TAKES PRECEDENCE OVER OTHER DRAWINGS



OVERHEAD DOOR TYPE SCHEDULE



HOLLOW METAL FRAME SCHEDULE

HM00 NOTE: FRAME FACES ARE 2" UNO



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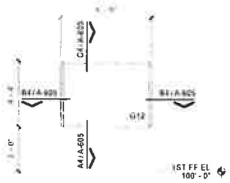
#	DATE	DESCRIPTION
	02.09.2024	Issue for Proposal

Door & Glazing Schedule

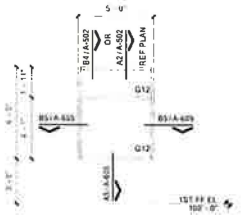
A-601

PACKET 8.592 August 27, 2024

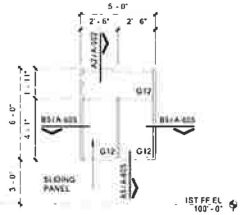
ALUMINUM FRAME SCHEDULE AL00 NOTE: FRAME FACES ARE 2" UNO



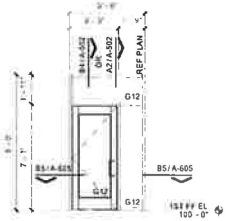
AL01



AL02



AL03

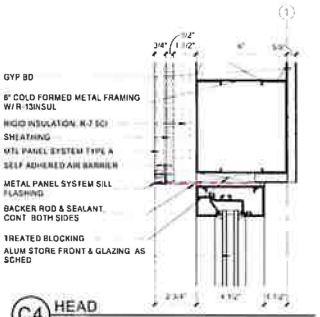


AL04

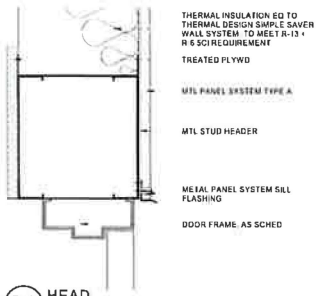
GENERAL NOTES

A. 2" ALUMINUM FRAME SCHEDULE NOTES AS NEEDED

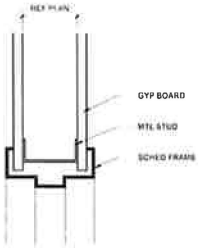
NOTE: QUANTITIES ON FLOOR PLAN ARE FOR A SINGLE BUILDING, MODIFY AS NECESSARY TO MEET BOTH BUILDINGS



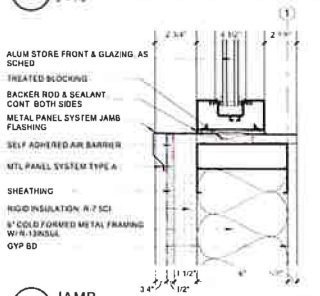
C4 HEAD 3" = 1'-0"



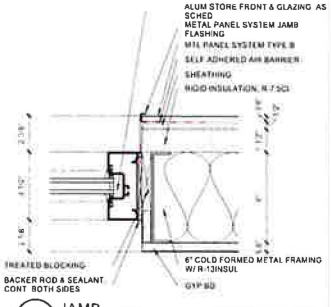
B1 HEAD 3" = 1'-0"



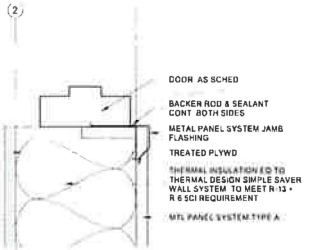
B3 HEAD 3" = 1'-0"



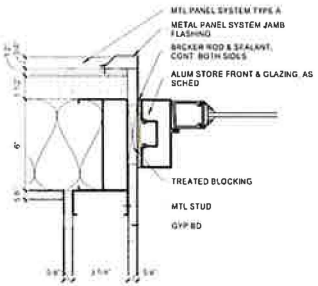
B4 JAMB 3" = 1'-0"



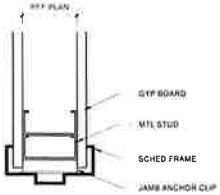
B5 JAMB 3" = 1'-0"



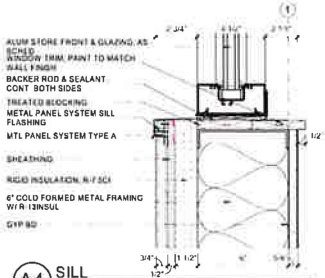
A1 JAMB 3" = 1'-0"



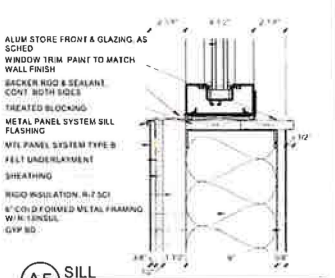
A2 JAMB 3" = 1'-0"



A3 JAMB 3" = 1'-0"



A4 SILL 3" = 1'-0"



A5 SILL 3" = 1'-0"

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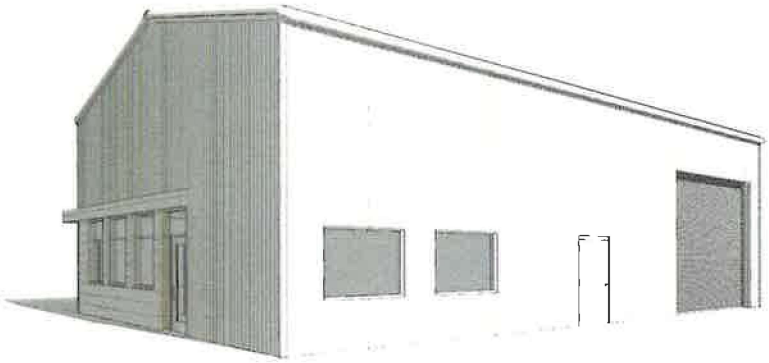
PROJECT NO.
6119.21 - WEST
40013.22 - NORTH

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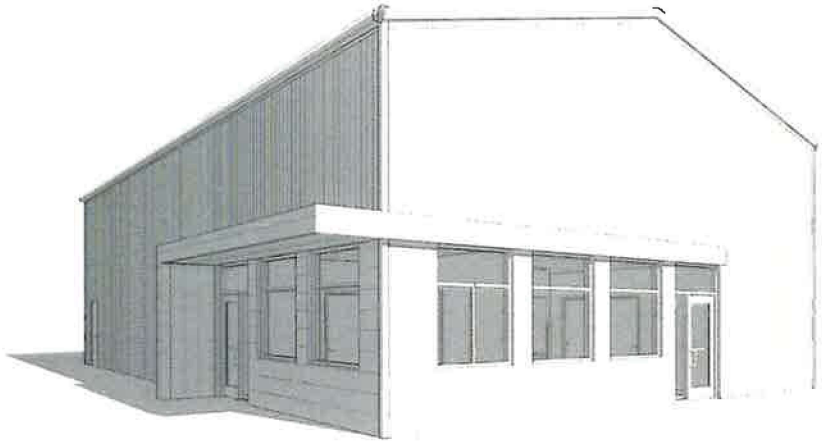
DATE DESCRIPTION

Aluminum Frame Schedule & Opening Details

A-605



A1 NORTH WEST EXTERIOR VIEW
NTS



A4 NORTH EAST EXTERIOR VIEW
NTS

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#	DATE	DESCRIPTION
	02/08/2024	Issue for Proposal

3D Views

A-901

PACKET 8.594 August 27, 2024

GENERAL NOTES

1. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO EACH MECHANICAL DRAWING OF THIS SET OF CONSTRUCTION DOCUMENTS. NOTES SPECIFIC TO INDIVIDUAL MECHANICAL DRAWINGS WILL BE SHOWN ON THE RESPECTIVE MECHANICAL DRAWING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE HVAC SYSTEM TO INCLUDE ALL LABOR MATERIALS, TOOLS AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IN NOT SPECIFICALLY CALLED OUT.
3. ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES, AND REGULATIONS.
4. THIS PROJECT SHALL CONFORM TO APPLICABLE ASHRAE, NFPA AND SMACNA STANDARDS AND OTHER REGULATORY BODIES HAVING JURISDICTION OVER THE CLASS OF WORK.
5. MATERIAL AND EQUIPMENT SHALL HAVE STAMPS OR SEALS OF AHRI, ASME, UL OR ASTM.
6. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OF RECORD AND/OR OWNER UNLESS OTHERWISE WAIVED IN WRITING.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS AND SERVICES RELATED TO INSTALLATION OF THE WORK.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICTS THAT MIGHT ARISE DUE TO THE LOCATION OF EQUIPMENT ON THE USE OF SPACE.
9. EQUIPMENT OF DIFFERENT ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICE, CIRCUIT BREAKERS AND CONDUIT ARE APPROPRIATELY MODIFIED AT NO COST TO THE OWNER.
10. RUN ALL HORIZONTAL PIPING AND DUCTWORK ABOVE THE CEILING UNLESS OTHERWISE NOTED.
11. MAKE DUCT PENETRATIONS OF ALL WALLS WITH SHEET METAL DUCTS. FLEXIBLE DUCT PENETRATION OF WALLS ARE NOT ACCEPTABLE.
12. INSTALL TURNING VANES WHERE SHOWN ON PLANS.
13. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
14. LAYOUT OF PIPING AND DUCTWORK IS DIAGRAMMATIC. RUN ALL EXPOSED PIPING AND DUCTWORK AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED.
15. INSTALL MECHANICAL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE AND REPAIR OR REPLACEMENT OF ELECTRICAL COMPONENTS AS MUCH AS PRACTICAL. CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS. PIPING SHALL NOT INTERFERE WITH FILTER PULL.
16. MECHANICAL CONTRACTORS SHALL PROVIDE AUTOMATIC CONTROL DEVICES SUCH AS STARTERS, VARIABLE FREQUENCY DRIVES (VFD), TEMPERATURE SENSORS, RELAYS AND PRESSURE SWITCHES THAT ARE ASSOCIATED WITH MECHANICAL EQUIPMENT AND ASSOCIATED CONTROL WIRING FROM CONTROL POWER LOCATION TO THE CONTROL DEVICE. ELECTRICAL CONTRACTOR SHALL PROVIDE CONDUIT AND WIRING FROM POWER SOURCE TO DISCONNECT SWITCH, FROM DISCONNECT SWITCH TO STARTER OR VFD, AND FROM STARTER OR VFD TO THE EQUIPMENT.
17. FLASHING DETAILS FOR PIPES PENETRATING THE ROOF SHALL BE COORDINATED WITH ARCHITECTURE DETAILS.
18. LOCATE TEMPERATURE SENSORS AND CO2 SENSORS 48" ABOVE FINISHED FLOOR ON AS NOTED ON PLANS.
19. COORDINATE CURBS AND SIZE OF CURBS IN ACCORDANCE WITH ACTUAL EQUIPMENT PURCHASED.
20. CONTRACTOR IS TO PROVIDE AN ADJUSTABLE ROOF CURB OR TAPER AT CURB TO MATCH ROOF SLOPE FOR CURB MOUNTED EQUIPMENT. THE USE OF SHIMS TO LEVEL EQUIPMENT IS NOT ACCEPTABLE UNLESS THE CURB DIMENSIONS ARE SMALLER THAN 3/4".
21. CONTRACTOR TO VERIFY ALL ACCESS PANEL LOCATIONS. NOT ALL ACCESS PANELS REQUIRED ARE SHOWN. REFER TO SPECIFICATIONS FOR ACCESS PANEL REQUIREMENTS.
22. CONTRACTOR SHALL INSTALL ALL PLUMBING VENTS AND EXHAUST AIR OUTLETS A MINIMUM OF 10'-0" AWAY (PER CODE) FROM ALL OUTSIDE AIR INTAKES, OPENABLE DOORS AND/OR WINDOWS. CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC BY NATURE. FINAL MEASUREMENTS SHOULD BE MADE AT THE PROJECT SITE.
23. NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

SYMBOL LEGEND

- AUTOMATIC AIR VENT
- MANUAL AIR VENT
- PETE'S PLUG
- VENTURI FLOW METER
- AUTOMATIC FLOW CONTROL
- BUTTERFLY VALVE
- BALL VALVE
- CHECK VALVE
- GLOBE VALVE
- GATE VALVE
- ANGLE GATE VALVE
- PRESSURE REDUCING VALVE
- AUTOMATIC VALVE, 2 WAY
- AUTOMATIC VALVE, 3 WAY
- FLANGE
- UNION
- STRAINER
- GAS METER
- AUTOMATIC AIR VENT
- ELECTRIC MOTOR
- CENTRIFUGAL FAN
- THERMOMETER
- EXPANSION VALVE
- FLOW SWITCH
- PRESSURE SWITCH
- PUMP

PIPING SYMBOLS

CHS	CHILLED WATER SUPPLY
CHR	CHILLED WATER RETURN
HWS	HEATING WATER SUPPLY
HWR	HEATING WATER RETURN
CS	CONDENSING WATER SUPPLY
CR	CONDENSING WATER RETURN
CD	CONDENSATE DRAIN
R	REFRIGERANT LIQUID & SUCTION
	FLUID FLOW DIRECTION
	PIPE TURNED UP
	PIPE TURNED DOWN

MECHANICAL/PLUMBING ABBREVIATIONS

A/C	AIR CONDITIONING
AVG	AVERAGE
AFF	ABOVE FINISHED FLOOR
BOJ	BOTTOM OF JOIST
BTUH	BRITISH THERMAL UNIT PER HOUR
MBH	BRITISH THERMAL UNIT DIVIDED BY 1,000
CFM	CUBIC FEET PER MINUTE
CHR	CHILLED WATER RETURN PIPING
CHS	CHILLED WATER SUPPLY PIPING
CR	CONDENSING WATER RETURN PIPING
CS	CONDENSING WATER SUPPLY PIPING
DEG	DEGREE
°F	DEGREES FAHRENHEIT
DIA	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DDC	DIRECT DIGITAL CONTROLS
DB	DRY BULB TEMPERATURE
EER	ENERGY EFFICIENCY RATIO
E.A.F.	EXHAUST AIR FAN
EWT	ENTERING WATER TEMPERATURE
EA	EXHAUST AIR
ET	EXPANSION TANK
ESP	EXTERNAL STATIC PRESSURE
FT	FEET
FPI	FINS PER INCH
FD	FIRE DAMPER
FSD	FIRE/SMOKE DAMPER
FO	FLAT OVAL
GAL	GALLONS
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GBD	GRAVITY BACKDRAFT DAMPER
HWP	HEATING WATER PUMP
HWR	HEATING WATER RETURN PIPING
HWS	HEATING WATER SUPPLY PIPING
HP	HORSEPOWER
HUM	HUMIDITY
IN	INCHES
inHG	INCHES OF MERCURY
inH2O	INCHES OF WATER
IAQ	INDOOR AIR QUALITY
kW	KILOWATT
LAT	LEAVING AIR TEMPERATURES
LWT	LEAVING WATER TEMPERATURES
MBD	MANUAL BALANCING DAMPER
MAT	MIXED AIR TEMPERATURE
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
OA	OUTSIDE AIR
OAT	OUTSIDE AIR TEMPERATURE
PH	PHASE
LBS	POUNDS
LBS/HR	POUNDS PER HOUR
PSI	POUNDS PER SQUARE INCH
PRV	PRESSURE REDUCED VALVE
RL	REFRIGERANT LIQUID
RS	REFRIGERANT SUCTION
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
RH	RELATIVE HUMIDITY
RA	RELIEF AIR
RPM	REVOLUTIONS PER MINUTE
SEER	SEASONAL ENERGY EFFICIENCY RATIO
SH	SENSIBLE HEAT
SHR	SENSIBLE HEAT RATIO
SD	SMOKE DAMPER
SQ FT	SQUARE FEET
SP	STATIC PRESSURE
T&P	TEMPERATURE AND PRESSURE VALVE
k	THERMAL CONDUCTIVITY
R	THERMAL RESISTANCE
TOJ	TOP OF JOIST
TDH	TOTAL DYNAMIC HEAD
TSP	TOTAL STATIC PRESSURE
UF	UNDERFLOOR
UG	UNDERGROUND
U	U FACTOR: HEAT TRANSFER COEFFICIENT
VAV	VARIABLE AIR VOLUME
VFD	VARIABLE FREQUENCY DRIVE
VEL	VELOCITY
V	VOLTS
WB	WET BULB TEMPERATURE

DUCTWORK SYMBOLS

- MANUAL BALANCING DAMPER
- CEILING MOUNTED SUPPLY GRILLE
- CEILING MOUNTED RETURN GRILLE
- CEILING MOUNTED EXHAUST GRILLE
- WALL MOUNTED SUPPLY GRILLE
- WALL MOUNTED RETURN/EXHAUST GRILLE
- FIRE/SMOKE DAMPER
- FIRE DAMPER
- SMOKE DAMPER
- SIDE RETURN DUCT
- SUPPLY DUCT TURNED UP
- SUPPLY DUCT TURNED DOWN
- RETURN DUCT TURNED UP
- RETURN DUCT TURNED DOWN
- EXHAUST DUCT TURNED UP
- EXHAUST DUCT TURNED DOWN
- ROUND DUCT TURNED UP
- ROUND DUCT TURNED DOWN
- (T) THERMOSTAT
- (H) HUMIDISTAT
- (S) SENSOR
- FLEXIBLE CONNECTION
- FLEX DUCT
- CONNECT TO EXISTING
- POINT OF DISCONNECT (POD)

PROJECT DESIGN INFORMATION

HVAC DATA		
PROJECT LOCATION		MIDLAND, TX
DESIGN CODE		IMC - 2015/IECC - 2015
ELEVATION (FT)		2803
HVAC DESIGN CONDITIONS		
	WINTER OUTDOOR (DB/WB)	22.8°F/20.5°F
	WINTER INDOOR (DB/WB)	70°F/62.9°F
	SUMMER OUTDOOR (DB/WB)	102.8°F/66.7°F
	SUMMER INDOOR (DB/WB)	75°F/62.5°F
	INDOOR RELATIVE HUMIDITY	50%
	DEHUMIDIFICATION OUTDOOR (DB/WB)	77.9°F/71.2°F
ELECTRICAL SERVICE		240/208V/1PH
PLUMBING DATA		
DESIGN CODE		IPC - 2015
WATER REQUIREMENTS		
	TOTAL WATER FIXTURE COUNT	38
	TOTAL WATER GPM	45
SEWER REQUIREMENTS		
	TOTAL SEWER FIXTURE COUNT	29
	TOTAL SEWER GPM	143

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BRADLEY BOEHM, 115111, LICENSED PROFESSIONAL ENGINEER, 02/08/2024

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Citizen Collection Stations

City of Midland

MIDLAND, Feel the Energy!

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City of Midland

300 North Loraine
Midland, TX

PROJECT NO
6119.21 - WEST
A0015.22 - NORTH

	DATE	DESCRIPTION
1	02/08/2024	ISSUE FOR PROPOSAL

Mechanical Abbreviations & Legends

M-001

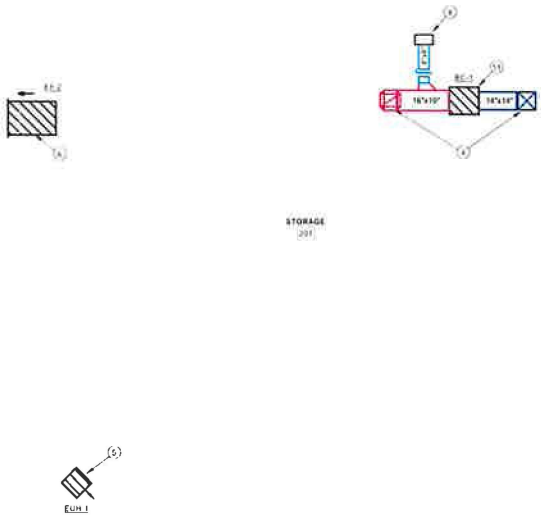
GENERAL NOTES

A REFER TO GENERAL NOTES ON M 001
B ALL INFORMATION SHOWN APPLIES TO 2 DIFFERENT BUILDINGS

KEY NOTES

AS INDICATED BY ⓪

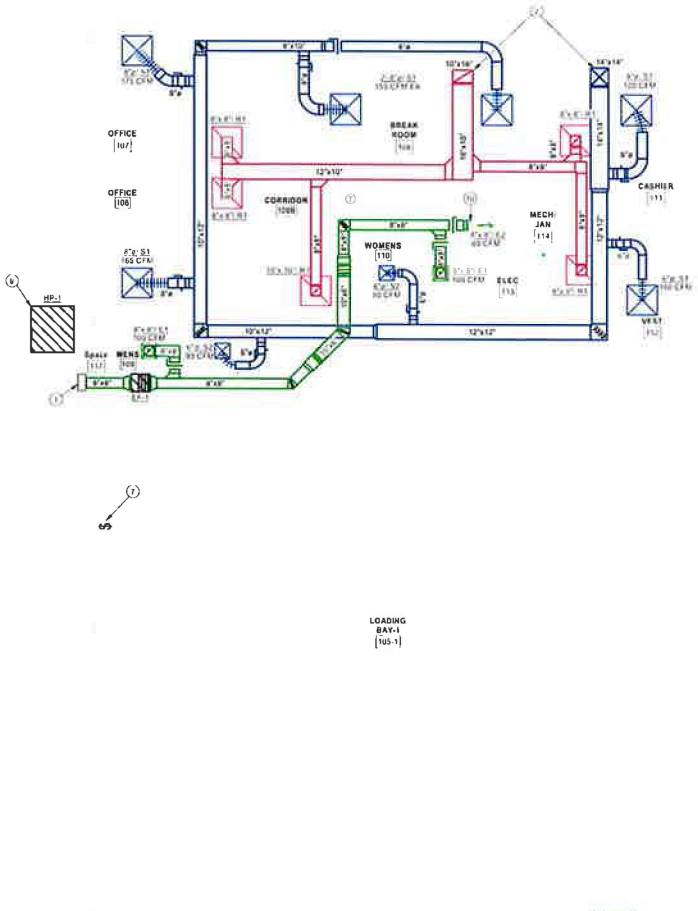
1 PROVIDE 6" EXHAUST CAP 12'-6" ABOVE GROUND
2 UP THRU MEZZANINE FLOOR TO CEILING SPACE SEE M-111 A1 FOR CONTINUATION
3 CENTER OF LOUVER AT 3'-0" ABOVE FINISHED FLOOR
4 DOWN THRU MEZZANINE FLOOR TO CEILING SPACE SEE M-111 A3 FOR CONTINUATION
5 BOTTOM OF UNIT HEATER SHALL BE AT 12'-0" ABOVE FINISHED FLOOR
6 CENTER OF FAN AT 4'-0" ABOVE MEZZANINE FINISHED FLOOR
7 PROVIDE LABELED WALL SWITCH TO OPERATE EF-2 L-1 SHALL OPEN WHEN EF-2 IS RUNNING COORDINATE LOUVER INTERLOCK WITH ELECTRICAL CONTRACTOR
8 PROVIDE 8" SUPPLY CAP 14'-6" ABOVE GROUND
9 HEAT PUMP TO BE MOUNTED ON CONCRETE EQUIPMENT PAD REFER TO MANUFACTURER FOR DETAIL
10 MOUNT 6"x6" SIDEWALL GRILL 12'-6" A.F.F.
11 BC-1 SHALL BE INSTALLED ON MEZZENINE FINISHED FLOOR



A1 MECHANICAL PLAN - MEZZANINE
1/8" = 1'-0"

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH



A3 MECHANICAL PLAN - FIRST FLOOR
1/8" = 1'-0"

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

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BRADLEY R. BLOUNT 115111 REGISTERED PROFESSIONAL ENGINEER
8/20/2024

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300 North Loraine
Midland, TX

PROJECT NO
51121 - WEST
40015 22 - NORTH

#	DATE	DESCRIPTION
1	02/06/2024	ISSUE FOR PROPOSAL

Mechanical Plan
M-111

BLOWER COIL SCHEDULE

SYMBOL	TYPE	EXTERNAL S.P. (in W.G.)	BLOWER MOTOR HP/ DRIVE	TOTAL CFM	OUTSIDE AIR CFM	COOLING					HEATING		ELECTRICAL				WEIGHT, LBS	MANUFACTURER	INDOOR UNIT MODEL NUMBER
						MINIMUM TOTAL CAPACITY, MBH	MINIMUM SENSIBLE CAPACITY, MBH	ENTERING MIXED AIR TEMPERATURE, DB / WB, F	MINIMUM COOLING SEER	OUTDOOR AMBIENT TEMPERATURE, F	MINIMUM TOTAL CAPACITY AT 47F, MBH	MIXED ENTERING AIR TEMPERATURE, F	MINIMUM EFFICIENCY, HSPF	VOLTAGE	PHASE	MCA	MOCP			
BC-1	UNITARY SPLIT SYSTEM	0.53	0.5	1050 CFM	150	34.1	24.2	78.5/63.6/2	14.00	100	32.4	63.53	8.2	230 V	1	5	15	153 lb	TRANE	TEM4A0C

HEAT PUMP SPLIT SYSTEM SCHEDULE

SYMBOL	SERVES	VOLTAGE	ELECTRICAL PHASE	MCA	MOCP	TYPE OF REFRIGERANT	MANUFACTURER	MODEL NO.
HP-1	BC-1	230 V	1	19	30	R-410	TRANE	4TWH4036

NOTES
1. SCHEDULED UNITS ARE MANUFACTURED BY TRANE, CARRIER AND LENNOX ARE CONSIDERED EQUIVALENT
2. EXTERNAL STATIC PRESSURE INCLUDES DUCTWORK, DAMPERS, AND AIR DEVICES. PRESSURE DROP FOR WET COIL AND FILTERS IS CONSIDERED AS INTERNAL PRESSURE DROP
3. COOLING CAPACITIES AND SEER/EER RATINGS ARE COMBINATION RATINGS WITH OUTDOOR UNITS. CAPACITIES ARE RATED AT ENTERING AIR TEMPERATURE AND AMBIENT AS LISTED. SEER RATINGS ARE AT ARI CONDITIONS. AIRFLOW CONDITIONS ARE RATED AT LOCAL ALTITUDE
4. EACH OUTDOOR UNIT SHALL BE EQUIPPED WITH A HIGH PRESSURE SWITCH, HARD START KIT ON SINGLE PHASE UNI, ANTI-SHORT CYCLE TIMER, SERVICE VALVES AND INDOOR BLOWER RELAY KIT
5. ELECTRICAL CONTRACTOR IS TO PROVIDE AND INSTALL ALL DISCONNECTS FOR EACH DEVICE IN THE SPLIT SYSTEM PACKAGE. ELECTRICAL CONTRACTOR IS TO MAKE ALL CONNECTS AS PER DIVISION 16 SPECIFICATIONS
6. EACH SYSTEM SHALL BE PROVIDED WITH AN ELECTRONIC PROGRAMMABLE NIGHT SETBACK THERMOSTAT WITH ONE STAGE OF COOLING AND 2 STAGES OF HEATING. MECHANICAL CONTRACTOR SHALL PROVIDE AND INSTALL THE THERMOSTAT AS PER DIVISION 16 SPECIFICATIONS FOR RUNNING WIRE AND CONDUIT

COMBINATION LOUVER/DAMPER SCHEDULE

SYMBOL	SERVES	LOUVER FUNCTION	WIDTH	HEIGHT	MAX FACE VELOCITY	MIN FREE AREA	AIRFLOW	FRAME TYPE	ACTUATOR VOLTAGE	FAIL POSITION	BIRDSCREEN	INSECT SCREEN	MANUFACTURER	MODEL NO.
L-1	EF-2	INTAKE	36"	34"	750 FPM	2.70 FT^2	2035 CFM	CHANNEL	120 V	CLOSED	YES	NO	GREENHECK	EACC-601

NOTES
1. UNITS ARE SCHEDULED TO BE MANUFACTURED BY GREENHECK. RUSKIN AND CESCO ARE CONSIDERED EQUIVALENT
2. COORDINATE FRAME TYPE WITH ARCHITECT. COORDINATE EXACT SIZE WITH ARCHITECTURAL DETAILS AND CMU BLOCK OR BRICK DIMENSIONS
3. COORDINATE LOUVER COLOR WITH ARCHITECT
4. INTERLOCK LOUVER TO OPEN WHEN EF-2 IS OPERATED

EXHAUST FAN SCHEDULE

SYMBOL	TYPE	CFM	DRIVE	E.S.P. (in W.G.)	SOUND LEVEL IN SONES	FAN MOTOR POWER - HP	NOMINAL FAN RPM	ELECTRICAL VOLTAGE	ELECTRICAL PHASE	METHOD OF CONTROL	WEIGHT, LBS	MANUFACTURER	MODEL NO
EF-1	IN LINE	260 CFM	DIRECT	0.32	6.6	1/10	1481	115 V	1	NOTE 7	50	GREENHECK	SQ-80-VG
EF-2	SIDEWALL PROP	2035 CFM	DIRECT	0.3	13.9	1/2	897	115 V	1	SWITCH	186	GREENHECK	AER-24-VG

NOTES
1. FANS ARE SCHEDULED TO BE MANUFACTURED BY GREENHECK. TWIN CITY AND CUDA ARE CONSIDERED EQUIVALENT MANUFACTURERS
2. AIRFLOW CONDITIONS RATED AT LOCAL ALTITUDE
3. PROVIDE AND INSTALL FLEXIBLE CONNECTION ON FAN INLET DUCT CONNECTION
4. FANS SHALL HAVE MOTOR VIBRATION ISOLATION, BACK DRAFT DAMPER AT UNIT AND LOCAL DISCONNECT SWITCH AT UNIT
5. FAN SELECTIONS SHALL BE SUBMITTED TO ALLOW FOR A MINIMUM +/- 10% IN SCHEDULED EXTERNAL STATIC AND CFM WITHIN THE PARAMETERS OF THE SCHEDULED MOTOR HP
6. PROVIDE EF-2 WITH WALL COLLAR, 45° WEATHERHOOD WITH BIRDSCREEN, GRAVITY OPERATED DAMPER, AND INTERIOR WALL HOUSING WITH GUARD
7. EF-1 SHALL BE CONTROLLED USING WALL MOUNTED OCCUPANCY SENSORS IN MENS 100 AND WOMENS 110. COORDINATE WITH ELECTRICAL CONTRACTOR

AIR DISTRIBUTION SCHEDULE

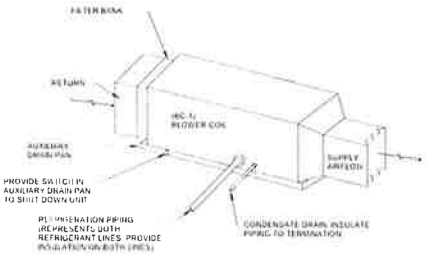
SYMBOL	SYSTEM TYPE	DESCRIPTION	INSTALLATION TYPE	MANUFACTURER	MODEL NO.
S1	SUPPLY	ALL STEEL, 24" x 24" NOMINAL FACE, FIXED AIR PATTERN, STEPPED WITH 4 CONES, SQUARE FACE AND ROUND NECK, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	RNS
S2	SUPPLY	ALL STEEL, 12" x 12" NOMINAL FACE, FIXED AIR PATTERN, STEPPED WITH 4 CONES, SQUARE FACE AND ROUND NECK, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	RNS
R1	RETURN	EGGCRATE RETURN GRILLE, 24"x 24" NOMINAL FACE, STEEL BORDER WITH ALUMINUM 1/2"x1/2"x1/2" CORE, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	61EG
E1	EXHAUST	EGGCRATE EXHAUST GRILLE, 12"x 12" NOMINAL FACE, ALL ALUMINUM 1/2" x 1/2" x 1/2" CORE, SIZE NECK AS SHOWN ON DRAWINGS	LAY-IN/SURFACE MOUNT	NAILOR	51EG
E2	EXHAUST	ALUMINUM, SIDEWALL EXHAUST GRILLE WITH FIELD HORIZONTAL BLADES, 3/4" BLADE SPACING, SIZE NECK AS SHOWN ON DRAWINGS	SIDEWALL	NAILOR	51ASH

NOTES
1. AIR DEVICES SCHEDULED TO BE MANUFACTURED BY NAILOR. PRICE, TITUS, AND RUSKIN ARE CONSIDERED EQUIVALENT MANUFACTURERS
2. UNLESS SCHEDULED OTHERWISE, AIR DEVICES SHALL BE WHITE OR OFF WHITE IN COLOR
3. ALL JOISTS, CONDUITS, PIPING AND EQUIPMENT ABOVE OPEN RETURN DEVICES SHALL BE PAINTED BLACK FOR AN AREA OF 2 FEET ON ALL SIDES OF THE AIR DEVICE
4. PROVIDE MANUAL BALANCING DAMPERS AT EACH SUPPLY AND EXHAUST AIR DUCT TAP. INSTALL MID AT MAIN DUCT TAP
5. PROVIDE INSULATING BLANKET ON BACK OF THE SUPPLY AND RETURN GRILLES

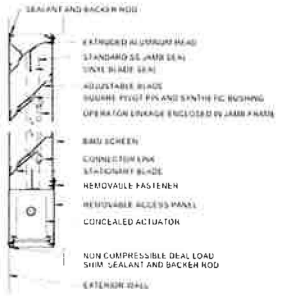
ELECTRIC UNIT HEATER

SYMBOL	AIR FLOW	TEMP RISE F	MINIMUM INPUT, kW	VOLTAGE	PHASE	WEIGHT, LBS	MANUFACTURER	MODEL NO
EUH-1	510 CFM	18	3	240 V	1	45	REZNOR	EQH3AK3E
EUH-2	510 CFM	18	3	240 V	1	45	REZNOR	EQH3AK3E

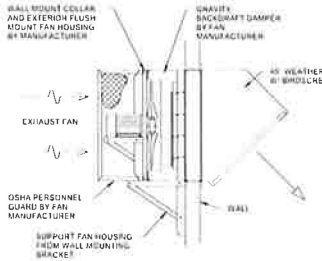
NOTES
1. UNITS ARE SCHEDULED TO BE MANUFACTURED BY REZNOR. INDECCO, MARKEL AND TRANE ARE CONSIDERED EQUIVALENT MANUFACTURERS. OTHERS BY PRIOR APPROVAL
2. ELECTRICAL UNIT HEATER AS SCHEDULED SHALL HAVE BUILT IN CONTROL TRANSFORMER, OVERHEAT PROTECTION, INTERNAL 24V THERMOSTAT AND MOUNTING BRACKET. MOUNT THERMOSTAT TO BACK OF UNIT HEATER
3. MANUFACTURER TO PROVIDE A LOCAL DISCONNECT THAT IS TO BE FIELD INSTALLED



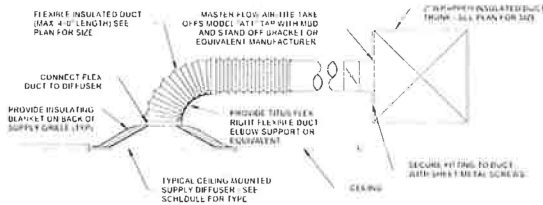
B2 BLOWER COIL DETAIL
NTS



A2 LOUVER DAMPER DETAIL
NTS



A3 EXHAUST PROP FAN WALL MOUNT DETAIL
NTS



A4 SUPPLY AIR DIFFUSER MOUNTING FLEX
NTS

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02/08/2024

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300 North Loraine
Midland, TX

PROJECT NO
6119.21 - WEST
40015.22 - NORTH

1	02/08/2024	ISSUE FOR PROPOSAL
#	DATE	DESCRIPTION

Mechanical Schedules

M-601

PACKET 8.596 August 27, 2024

PACKET 8.597 August 27, 2024

PLUMBING FIXTURE MOUNTING HEIGHT

ALL DIMENSIONS ARE IN INCHES AND FROM FINISHED FLOOR	AGES 13 THROUGH ADULTS	
	ADA/TAS	STANDARD (A)
WATER CLOSETS		
TOP OF SEAT	17 - 19 MAX	14 - 16 MAX
FLUSH CONTROLS (HANDLE HEIGHT)	44 MAX	44 MAX
URINALS		
RIM OF BASIN	17 MAX	24 MAX
MINIMUM DEPTH (5)	13 1/2 MIN	13 1/2 MIN
FLUSH CONTROLS (HANDLE HEIGHT)	44 MAX	44 MAX
LAVATORIES AND SINKS		
RIM (16)	34 MAX	34 MAX
KNEE CLEARANCE	27 MIN	27 MIN
FRONT EDGE TO WALL/FAUCET HANDLE	29 - 25 MAX	20 - 25 MAX
DRINKING FOUNTAINS AND ELECTRIC WATER COOLERS		
SPOUT OUTLETS		
HEIGHT (LOW)	36 MAX	---
HEIGHT (HIGH)	38 - 43 MAX	---
DISTANCE FROM FRONT EDGE	5 MAX	---
SHOWERS		
FIXED HEAD (NON MEDICAL APPLICATION)	48 MAX	80"
HAND-HELD HEAD (9)	48 MAX	80"
HOSE LENGTH	59 MIN	---

NOTES:

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR LOCATIONS OF PLUMBING FIXTURES. GRAB BARS, DISPENSERS, ETC. WITH RESPECT TO WALLS, STALLS, ETC.
2. ACCESSIBILITY GUIDELINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY AND INTENDED TO SERVE AS A GUIDE FOR CONSTRUCTION PROFESSIONALS AND OWNERS. SOME OF THE INFORMATION SHOWN HERE MAY NOT BE APPLICABLE TO THIS PROJECT.
3. STANDARD HEIGHT INFORMATION IS OBTAINED FROM ASPE (AMERICAN SOCIETY OF PLUMBING ENGINEERS). HEIGHTS NOT NOTED BY INFORMATION ON DRAWINGS.
4. DEPTH TO BE MEASURED FROM THE OUTER FACE OF THE URINAL RIM TO THE BACK OF THE FIXTURE.
5. KNEE CLEARANCE FOR LAVATORIES AND SINKS SHALL COMPLY WITH TAS.
6. REFER TO DETAIL FOR COUNTER MOUNTED SINKS WITH BUBBLERS FOR DIMENSIONS ON ARCHITECTURAL DRAWINGS.
7. DRINKING FOUNTAINS AND ELECTRIC WATER COOLER DISTANCES FROM FRONT EDGE INCLUDES BUMPERS. KNEE CLEARANCES MUST BE MAINTAINED THROUGH THE MIN./MAX. RANGE HEIGHT FOR THE SPOUT.
8. THE 30" SLIDE BAR SHALL BE MOUNTED AT A HEIGHT SO THE HAND-HELD SHOWER WAND SHALL BE MOUNTED NO HIGHER THAN 48" ABOVE SHOWER FINISHED FLOOR.
9. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTER TOP BASE CABINET MANUFACTURER TO VERIFY THAT THE RIM OF THE LAVATORY SINK IS INSTALLED AT NO MORE THAN THE MAXIMUM HEIGHT ALLOWED.

GENERAL NOTES

1. GENERAL NOTES ON THIS SHEET ARE APPLICABLE TO EACH PLUMBING DRAWING OF THIS SET OF CONSTRUCTION DOCUMENTS. NOTES SPECIFIC TO INDIVIDUAL PLUMBING DRAWINGS WILL BE SHOWN ON THE RESPECTIVE PLUMBING DRAWING.
2. THE CONTRACTOR SHALL PROVIDE A COMPLETE PLUMBING SYSTEM TO INCLUDE ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR A COMPLETE AND FUNCTIONAL SYSTEM INCLUDING ALL NECESSARY APPURTENANCES CUSTOMARILY INCLUDED IF NOT SPECIFICALLY CALLED OUT.
3. ENTIRE INSTALLATION, INCLUDING MATERIALS, EQUIPMENT AND WORKMANSHIP SHALL CONFORM WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS.
4. APPLICABLE STANDARDS AND REGULATORY BODIES HAVE JURISDICTION OVER THE CLASS OF WORK.
5. MATERIAL AND EQUIPMENT SHALL HAVE STAMPS OR SEALS OF AHRI, ASME, UL OR ASTM.
6. THE CONTRACTOR SHALL MAKE TESTS FOR ACCEPTANCE AND APPROVAL AS REQUIRED BY CODE AND THE REQUIREMENTS OF APPLICABLE REGULATORY AGENCIES. REQUIRED TESTS SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER OF RECORD AND/OR OWNER UNLESS OTHERWISE WAIVED IN WRITING.
7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS, LICENSES, DOCUMENTS AND SERVICES RELATED TO INSTALLATION OF THE WORK.
8. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH THE OTHER TRADES IN ORDER TO RESOLVE ANY CONFLICTS THAT MIGHT ARISE DUE TO THE LOCATION OF EQUIPMENT OR THE USE OF SPACE.
9. EQUIPMENT OF DIFFERENT ELECTRICAL CHARACTERISTICS MAY BE FURNISHED PROVIDED SUCH PROPOSED EQUIPMENT IS APPROVED IN WRITING AND CONNECTING ELECTRICAL SERVICE, CIRCUIT BREAKERS AND CONDUIT ARE APPROPRIATELY MODIFIED AT NO COST TO THE OWNER.
10. RUN ALL HORIZONTAL DOMESTIC COLD WATER, DOMESTIC HOT WATER AND VENT PIPING ABOVE THE CEILING UNLESS OTHERWISE NOTED.
11. MAKE PIPE PENETRATIONS OF ALL WALLS WITH SLEEVES AS NOTED IN THE SPECIFICATIONS.
12. DO NOT INSTALL EQUIPMENT, PIPING OR DUCTWORK OVER ANY ELECTRICAL EQUIPMENT OR ELECTRICAL SERVICE SPACE.
13. LAYOUT OF PIPING IS DIAGRAMMATIC. RUN ALL EXPOSED PIPING AS HIGH AS POSSIBLE UNLESS OTHERWISE NOTED. ALLOW FOR RISES, DROPS AND OFFSETS AS REQUIRED.
14. EXTEND CONDENSATE DRAIN LINES AS INDICATED. ALL CONDENSATE DRAIN PIPING SHALL BE TRAPPED AND PITCHED DOWN IN DIRECTION OF FLOW A MINIMUM OF 1/8 INCH PER 1 FOOT.
15. INSTALL EQUIPMENT TO FACILITATE SERVICING, MAINTENANCE AND REPAIR OR REPLACEMENT OF MECHANICAL COMPONENTS. AS MUCH AS PRACTICAL, CONNECT EQUIPMENT FOR EASE OF DISCONNECTING, WITH A MINIMUM OF INTERFERENCE WITH OTHER INSTALLATIONS.
16. FLASHING DETAILS FOR PIPES PENETRATING THE ROOF SHALL BE COORDINATED WITH ARCHITECTURE DETAILS.
17. CONTRACTOR SHALL INSTALL ALL PLUMBING VENTS AND EXHAUST AIR OUTLETS A MINIMUM OF 10'-0" AWAY (PER CODE) FROM ALL OUTSIDE AIR INTAKES, OPERABLE DOORS AND/OR WINDOWS. CONSTRUCTION DRAWINGS ARE DIAGRAMMATIC BY NATURE. FINAL MEASUREMENTS SHOULD BE MADE AT THE PROJECT SITE.
18. CONTRACTOR TO PROVIDE MEANS TO CLEAR CONDENSATE DRAIN LINE WITHOUT CUTTING THE DRAIN LINE.
19. NOT ALL SYMBOLS OR ABBREVIATIONS ARE USED.

PLUMBING ABBREVIATIONS

AUX	AUXILIARY CONDENSATE DRAIN PIPING
AVG	AVERAGE
AFF	ABOVE FINISHED FLOOR
BOJ	BOTTOM OF JOIST
BTUH	BRITISH THERMAL UNIT PER HOUR
MBH	BRITISH THERMAL UNIT DIVIDED BY 1,000
CD	CONDENSATE DRAIN PIPING
DEG	DEGREE
F	DEGREES FAHRENHEIT
DIA	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DDC	DIRECT DIGITAL CONTROLS
DCW	DOMESTIC COLD WATER
DHW	DOMESTIC HOT WATER
DHWR	DOMESTIC HOT WATER RETURN
EWT	ENTERING WATER TEMPERATURE
EXCW	EXISTING DOMESTIC COLD WATER
EXHW	EXISTING DOMESTIC HOT WATER
EXHWR	EXISTING DOMESTIC HOT WATER RETURN
ES	EXISTING SEWER
ET	EXPANSION TANK
FT	FEET
GAL	GALLONS
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
HP	HORSEPOWER
IN	INCHES
HG	INCHES OF MERCURY
WCO	INCHES OF WATER
KW	KILOWATT
LWT	LEAVING WATER TEMPERATURE
MPG	MEGAJOULE PRESSURE NATURAL GAS
NG	NATURAL GAS
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
PH	PHASE
LBS	POUNDS
PSI	POUNDS PER SQUARE INCH
PRV	PRESSURE REDUCED VALVE
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER ASSEMBLY
RPM	REVOLUTIONS PER MINUTE
SA	SHOCK ABSORBER / ARRESTOR
SQ FT	SQUARE FEET
T&P	TEMPERATURE AND PRESSURE VALVE
TOJ	TOP OF JOIST
TDH	TOTAL DYNAMIC HEAD
UF	UNDERFLOOR
UG	UNDERGROUND
VFD	VARIABLE FREQUENCY DRIVE
VEL	VELOCITY
VTR	VENT THROUGH ROOF
V	VOLTS

PIPING LEGEND

- DOMESTIC COLD WATER
- DOMESTIC HOT WATER
- DOMESTIC HOT WATER RETURN
- SEWER
- VENT
- —CD— CONDENSATE DRAIN
- —AUX— AUXILIARY DRAIN
- —G— NATURAL GAS
- —RD— ROOF DRAIN PIPING
- —OD— OVERFLOW DRAIN PIPING
- —A— MEDICAL AIR
- —NOX— NITROUS OXIDE
- —N— NITROGEN
- —O— OXYGEN
- —V— VACUUM
- —WAGD— WASTE ANESTHETIC GAS DISPOSAL
- INDICATES DEMOLITION
- FLUID FLOW DIRECTION
- PIPE TURNED UP
- PIPE TURNED DOWN

EXISTING PIPING IS INDICATED SAME AS ABOVE EXCEPT IN A LIGHTER PEN WEIGHT.

PLUMBING SYMBOL LEGEND

- BUTTERFLY VALVE
- BALL VALVE
- CHECK VALVE
- GATE VALVE
- PRESSURE REDUCING VALVE
- FLANGE
- UNION
- STRAINER
- PLUG VALVE
- GAS REGULATOR
- CONNECT TO EXISTING
- POINT OF DISCONNECT (P.O.D.)

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Plumbing Abbreviations & Legends

P-001

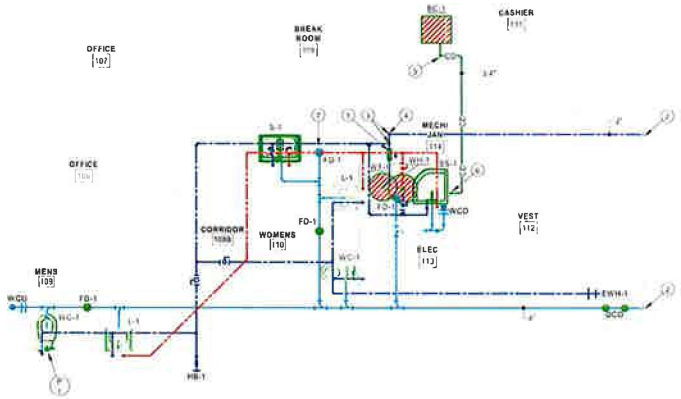
GENERAL NOTES

A REFER TO GENERAL NOTES ON P-001
B ALL INFORMATION SHOWN ON THESE PLANS APPLIES TO 2 DIFFERENT BUILDINGS

KEY NOTES

AS INDICATED BY ⊙ ←

1 NEW RO SYSTEM TO SUPPLY ICE MACHINE AND S-1 S-1 SHALL HAVE RO MANUFACTURER PROVIDED SPIGOT RETROFITTED REFER TO MANUFACTURER FOR DETAIL
2 REFER TO CIVIL FOR CONTINUATION OF LINES
3 ADD 2" BALL VALVE IN VERTICAL SEE P-111 P1 FOR DETAIL
4 TURN LINE UP INTO MECH/JAN 114
5 DOWN THRU MEZZENINE FINISHED FLOOR TO CEILING SPACE
6 TURN 3/4" CONDENSATE PIPE DOWN IN WALL TO 15"A.F.F. TURN DRAIN LINE OUT OF WALL AND DOWN TO SPILL TO SERVICE SINK PROVIDE ESCUTCHEON AT WALL PENETRATION
7 FLOOR DRAIN SHALL BE UNDER MILLWORK TO SERVICE UNDERCOUNTER ICE MAKER



A2 PLUMBING PLAN - WEST SITE

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

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Plumbing Plan

P-111

PLUMBING FIXTURE SCHEDULE

SYMBOL	MINIMUM CONNECTIONS CW	HW	VENT	SEWER	DESCRIPTION	MANUFACTURER	MODEL NO.	OPTIONS
WC-1	1"	–	2"	4"	FLOOR MOUNTED FLUSH VALVE WATER CLOSET, ELONGATED CHINA BOWL WITH EVERCLEAN BOTTOM OUTLET, SIPHON JET FLUSHING ACTION, TOP SPUD, EXPOSED FLUSH VALVE WITH VANDAL RESISTANT STOP CAP, 1.28 GALLONS PER FLUSH, FLUSH HANDLE ON WIDE SIDE OF TOILET EXTRA HEAVY DUTY OPEN FRONT WHITE SEAT WITH EVERCLEAN 17" TO TOP OF RIM TO MEET ADULT TAS HEIGHT REQUIREMENTS	AMERICAN STANDARD	3461.001 "MADERA FLOWISE"	VALVE - SLOAN ROYAL 111-1.28 SEAT - AMERICAN STANDARD 5901.110T
L-1	1/2"	1/2"	1-1/2"	1-1/2"	WALL MOUNTED TAS COMPLIANT LAVATORY, VITREOUS CHINA, NOMINAL 20" x 18" BACK AND SIDE SPLASHES, FOR CONCEALED ARM CARRIER, SINGLE CENTERED FAUCET HOLE, TAS COMPLIANT SINGLE LEVER FAUCET 0.5 GPM, DRAIN OUTLET WITH GRID STRAINER, REFER TO P-001 FOR TAS MOUNTING HEIGHTS	AMERICAN STANDARD	0356.421 LUCERNE	FAUCET - MOEN M-DURA 8417F05 (SINGLE LEVER) CARRIER - WATTS TCA-411 DRAIN - AMERICAN STANDARD 7722.018
S-1	1/2"	1/2"	1-1/2"	1-1/2"	COUNTERTOP DOUBLE COMPARTMENT 20" x 21" SINK, 18 GAUGE, 304 STAINLESS STEEL WITH A LUSTERTONE FINISH, REAR CENTER DRAIN PLACEMENT, FULL SPRAY SIDES AND BOTTOM, NOMINAL 13-1/2" x 16" BOWL, 6" DEEP, TAS COMPLIANT SINGLE HANDLE HIGH ARC PULLDOWN FAUCET, PULLOUT SPRAY WITH 68" BRAIDED HOSE, LEVER STYLE HANDLE, 1.5 GPM, DRAIN OUTLET WITH 304 STAINLESS STEEL BODY AND GRID STRAINER, POLISHED FINISH	ELKAY	LRAD332160	FAUCET - MOEN 7594 DRAIN - (QTY 2) ELKAY LK18B
SS-1	3/4"	3/4"	2"	3"	FLOOR MOUNTED ENAMELED CAST IRON CORNER SERVICE SINK - 28"x28"x13", WITH WALL MOUNTED 8" CENTER FAUCET WITH VACUUM BREAKER, TOP BRACE, INTEGRAL STOPS, HOSE THREADED SPOUT, 12.96 GPM, PROVIDE 3" DRAIN OUTLET WITH DOME STRAINER, MOP HANGER, HOSE/BRACKET COMBINATION, PROVIDE THERMOSTATIC MIXING VALVE	AMERICAN STANDARD	7745.811 "FLORWELL"	FAUCET - T&S BRASS B-0665-BSTR MOP HANGER - PROFLO PF24S HOSE AND WALL HOOK - PROFLO PF296 SPLASH CATCHER PANELS - PROFLO PFWG24S MIXING VALVE - BRADLEY 559-4016
HB-1	3/4"	–	–	–	INTERIOR HOSE BIBB - ANTI-SIPHON VACUUM BREAKER, ROUGH BRASS FINISH, TEE HANDLE OR HAND WHEEL, 3/4" INLET WITH 3/4" THREADED OUTLET, PROVIDE APPROPRIATE ESCUTCHEON / FLANGE	WOODFORD	24	(BH)
EWH-1	3/4"	–	–	–	EXTERIOR ENCASED NON-FREEZE WALL HYDRANT, DOUBLE CHECK BACKFLOW PROTECTION, CHROME BOX, ALL METAL CONSTRUCTION, STAINLESS STEEL OPERATING STEM AND ONE PIECE VALVE PLUNGER THAT CONTROLS FLOW AND DRAIN	WOODFOND	B67	(CH)
FD-1	–	–	2"	AS SHOWN ON DWG	FLOOR DRAIN - 6" DIA, ADJUSTABLE POLISHED NICKEL BRONZE STRAINER, CAST IRON BODY WITH REVERSIBLE CLAMPING COLLAR, P-TRAP SHALL BE DEEP SEAL TYPE, COORDINATE FLOORING TYPE WITH ARCHITECTURE	WATTS	FD-100A	TRAP GUARD - PROSET
WCO	–	–	–	AS SHOWN ON DWG	WALL CLEANOUT - NO-HUB PVC CLEANOUT TEE WITH ROUND STAINLESS STEEL COVER AND CENTER SCREW, GASKETED SEAL, BRASS THREADED PLUG WITH RECESSED SOCKET	WATTS	CO-460-RD	
DCO	–	–	–	AS SHOWN ON DWG	EXTERIOR DOUBLE CLEANOUT - CAST IRON CLEANOUT WITH ROUND ADJUSTABLE SCORIATED SECURED CAST IRON TOP, GASKET SEAL, CAST IRON PLUG WITH RECESSED SOCKET, INSTALL IN MINIMUM OF 24" x 12" x 6" REINFORCED CONCRETE PAD WITH BEVELED EDGES	WATTS	(QTY-2) CO-200-RX	

NOTES:
1. MANUFACTURERS WITH MODEL NUMBERS ARE BASIS OF DESIGN. OTHER MANUFACTURERS MUST BE EQUIVALENT MANUFACTURERS UNLESS NOTED OTHERWISE.
2. FOR MOUNTING HEIGHTS OF PLUMBING WALL MOUNTED FIXTURES, REFER TO P-001 SHEET.
3. EACH UNDER SLAB OR CONCEALED P-TRAP SHALL BE A DEEP SEAL TYPE.
4. PROVIDE EACH WALL MOUNTED PLUMBING FIXTURE, SUCH AS SINK, LAVATORIES, ELECTRIC WATER COOLERS, DRINKING FOUNTAINS, ETC., WITH A FLOOR MOUNTED SUPPORT CARRIER WITH RECTANGULAR LEGS.
5. UNLESS SCHEDULED OTHERWISE, PROVIDE EACH LAVATORY, SINK, WATER COOLER, ETC. WITH A P-TRAP ASSEMBLY CONSISTING OF A CHROME PLATED C.P. CAST BRASS TRAP WITH CLEANOUT PLUG, C.P. TUBULAR OUTLET (MIN. 17 GA.) AND C.P. CAST BRASS ESCUTCHEON WITH SETSCREW.
6. PROVIDE EACH FIXTURE WHICH REQUIRES COLD AND/OR HOT WATER (EXCEPT FLUSH VALVES) WITH A SUPPLY STOP ASSEMBLY CONSISTING OF A C.P. BRASS STOP VALVE (MIN. 1/2") WITH QUARTER STOPS AND LOCK SHIELD, STAINLESS STEEL FLEXIBLE RISER, C.P. BRASS NIPPLE, AND C.P. CAST BRASS ESCUTCHEON WITH SETSCREW.
7. FOR EACH SINK, LAVATORY OR SINK WITH EXPOSED DRAIN AND BOTH COLD AND HOT SUPPLY COMPONENTS, PROVIDE A MANUFACTURED INSULATION KIT MADE FROM MOLDED CLOSED CELL VINYL THAT IS ANTI-MICROBIAL AND SEAMLESS. EACH KIT SHALL COVER THE TAILPIECE, P-TRAP, WALL BEND, BOTH WATER SUPPLY STOPS, AND BOTH HOT AND COLD WATER RISERS. KITS SHALL BE EGAN OR EQUIVALENT TO "PROWRAP" BY MCGUIRE OR LAV GUARD BY TRUEBRO.
8. WHERE ARCHITECTURAL PLANS SHOW WATER CLOSETS AND URINALS, PROVIDE AND INSTALL FLUSHING VALVE SUCH THAT FLUSH HANDLE IS ON WIDE SIDE OF WATER CLOSET.
9. PROVIDE WATER HAMMER ARRESTORS LOCATED AND SIZED ACCORDING TO PDI RECOMMENDATIONS.
10. PROVIDE ISOLATION VALVES (PICOR, HA AND HWR PIPING) AS NEEDED OR AS SHOWN FOR ALL GROUPS OF FIXTURES.
11. INSTALL PLUMBING FIXTURES IN ACCORDANCE WITH LATEST ADA AND TAS STANDARDS.

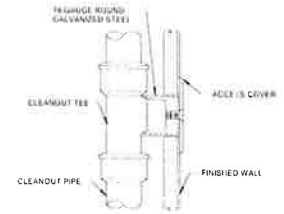
WELL TANK SCHEDULE

SYMBOL	LOCATION	TANK VOLUME	ACCEPTANCE FACTOR	DIMENSIONS DIAMETER (IN)	DIMENSIONS HEIGHT (IN)	DISCHARGE RATE (GPM)	GAUGE PRESSURE MAX/MIN (PSI)	DRAWDOWN (GAL)	MANUFACTURER	MODEL NO
WT-1	MECH/JAN 114	62	0.55	22	47	15	40-50	16.68 gal	WELLXTROL	WX-251

ELECTRIC WATER HEATER SCHEDULE

SYMBOL	LOCATION	STORAGE GALLONS	HTG ELEMENTS (QTY/KW)	ELECTRICAL VOLTAGE	ELECTRICAL PHASE	RECOVERY (GPH)	WATER TEMPERATURE INLET	WATER TEMPERATURE RISE	MANUFACTURER	MODEL NO
WH-1	MECH/JAN 114	10	2	240 V	1	15	67 °F	53 °F	A.O. SMITH	DEL-10

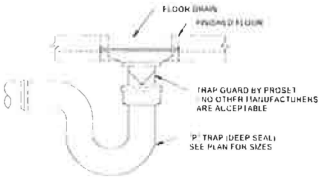
NOTES:
1. WATER HEATER SHALL HAVE A PORCELANIZED GLASSLINED TANK AND BE ADDITIONALLY PROTECT AGAINST PREMATURE FAILURE BY A FACTORY INSTALLED ANODE ROD. WATER HEATER SHALL HAVE A PROPERLY SIZED, FACTORY PROVIDED TEMPERATURE AND PRESSURE RELIEF VALVE.
2. TANK SHALL HAVE A THREE YEAR WARRANTY.
3. WATER HEATER SHALL BE PROVIDED WITH NON-SIMULTANEOUS ELEMENTS.



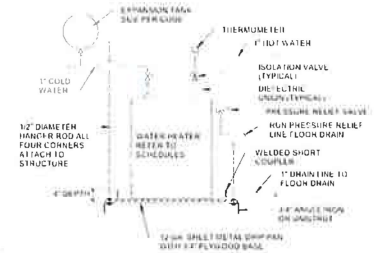
B2 WALL CLEANOUT
NTS



A2 CONDENSATE DRAIN TO MOP SINK
NTS



A3 FLOOR DRAIN
NTS



A4 ELECTRIC WATER HEATER - SUSPENDED
NTS

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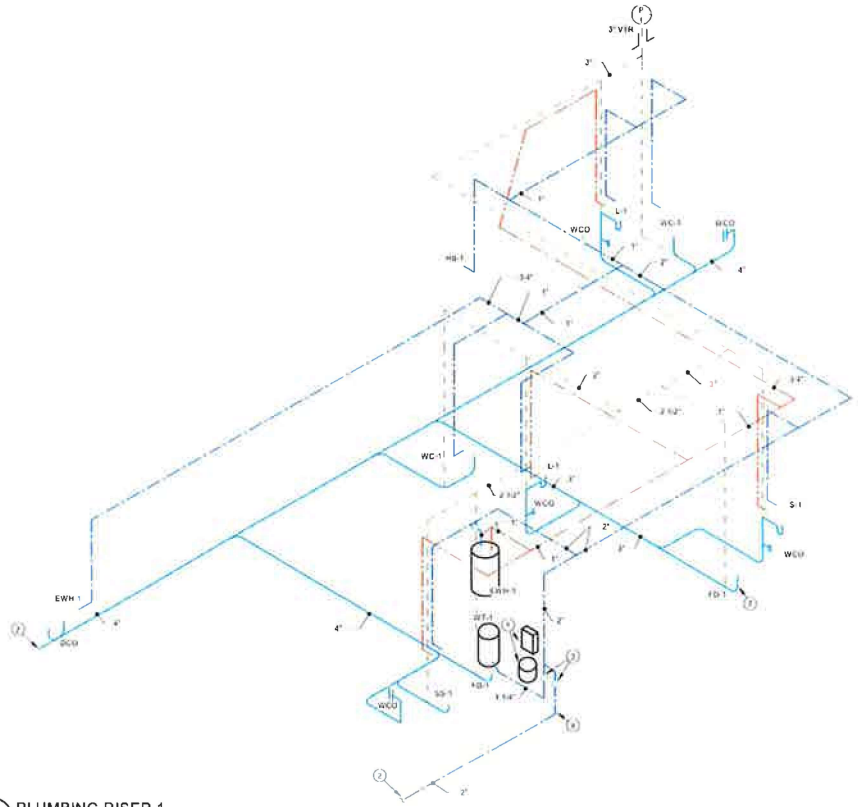
300 North Loraine
Midland, TX

PROJECT NO
61121 - WEST
60015.22 - NORTH

#	DATE	DESCRIPTION
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Plumbing Details & Schedules

P-601



P 1 PLUMBING RISER 1
SCHEMATIC ONLY

KEY NOTES

AS INDICATED BY ⊙ –

1. NEW RO SYSTEM TO SUPPLY ICE MACHINE AND S-1 S-1 SHALL HAVE RO MANUFACTURER PROVIDED SPOUT
2. REFER TO CIVIL FOR CONTINUATION OF LINES
3. ADD 2" BALL VALVE IN VERTICAL SEE P-111 P1 FOR DETAIL
4. TURN LINE UP INTO MECHZAN 114
5. FLOOR DRAIN SHALL BE UNDER MILLWORK TO SERVICE UNDERCOUNTER ICE MAKER

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Plumbing Risers

P-901

PACKET 8.601 August 27, 2024

ELECTRICAL ABBREVIATIONS

ABOVE FINISHED FLOOR	AFF	HORSEPOWER	HP
ALARM	ALM	ILLUMINATION ENGINEERING SOCIETY OF NORTH AMERICA	IESNA
ALTERNATING CURRENT	AC	INTERMEDIATE METAL CONDUIT	IMC
AMERICAN NATIONAL STANDARDS INSTITUTE	ANSI		
AMERICAN WIRE GAUGE	AWG	KILOVOLT	kV
AMPERE	AMP	KILOVOLT AMP	kVA
AMPERE INTERRUPTING CAPACITY	AIC	KILOWATT	kW
AMPS CIRCUIT CHECK	ASC	KILOWATT HOUR	kWH
ARCHITECT	ARCH		
AUDIO VISUAL	AV	LIQUIDTIGHT FLEXIBLE METAL CONDUIT	LFMC
AUTHORITY HAVING JURISDICTION	AHJ	LIQUIDTIGHT FLEXIBLE NONMETALLIC CONDUIT	LFNC
AUTOMATIC TRANSFER SWITCH	ATS		
		MAIN CIRCUIT BREAKER	MCB
CLOSED CIRCUIT TELEVISION	CCTV	MAIN LUGS ONLY	MLO
COAXIAL CABLE	COAX	MINIMUM CIRCUIT AMPS	MCA
COLOR RENDERING INDEX	CRI	MOTOR CONTROL CENTER	MCC
COMMUNICATIONS	COMM		
COPPER	CU	NATIONAL ELECTRICAL CODE	NEC
CURRENT TRANSFORMER	CT	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION	NEMA
		NATIONAL PIPE CODE	NPC
DECIBEL	dB	NATIONAL FIRE PROTECTION ASSOCIATION	NFPA
DEMOLISH	DEMO	NORMALLY CLOSED	NC
DIRECT CURRENT	DC	NORMALLY OPEN	NO
DOUBLE POLE, DOUBLE THROW	DPDT	NOTIFICATION APPLIANCE CIRCUIT	NAC
DOUBLE POLE, SINGLE THROW	DPST		
		POLY VINYL CHLORIDE	PVC
EACH	EA	POWER FACTOR	PF
ELECTRIC	ELEC		
ELECTRICAL METALLIC TUBING	EMT	RIGID GALVANIZED STEEL	RGS
ELECTRICAL NONMETALLIC TUBING	ENT	RIGID NONMETALLIC CONDUIT	RNC
FIRE ALARM	FA	SINGLE PHASE	1Ø
FIRE ALARM ANNUNCIATOR PANEL	FAAP	SINGLE POLE, DOUBLE THROW	SPDT
FIRE ALARM CONTROL PANEL	FACP	SINGLE POLE, SINGLE THROW	SPST
FLEXIBLE METALLIC CONDUIT	FMC	SWITCHBOARD	SWBD
FOOTCANDLE	FC		
FULL LOAD AMPS	FLA	THREE PHASE	3Ø
GAUGE	GA		
GENERATOR	GEN	UNINTERRUPTIBLE POWER SUPPLY	UPS
GROUND	GND		
GROUND FAULT CIRCUIT INTERRUPTER	GFCI	VARIABLE FREQUENCY DRIVE	VFD
		VOLT, VOLTS, VOLTAGE	V
		VOLT AMPERE	VA
		WIRELESS ACCESS POINT	WAP
		WEATHERPROOF	WP

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
	2'x4' RECESSED LIGHT FIXTURE UPPER CASE INDICATES TYPE IN SCHEDULE LOWER CASE INDICATES SWITCH
	2'x4' RECESSED LIGHT FIXTURE, DIAGONAL MARKING INDICATES EGRESS FIXTURE CONNECTED TO EMERGENCY POWER SUPPLY. UPPER CASE INDICATES TYPE IN SCHEDULE. LOWER CASE INDICATES SWITCH
	EMERGENCY WALL PACK CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY UPPER CASE INDICATES TYPE IN SCHEDULE
	SINGLE FACE EXIT SIGN AS SCHEDULED. CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. ARROWS INDICATE DIRECTIONAL ARROWS. PROVIDE SINGLE OR DOUBLE FACE AS REQUIRED OR INDICATED. UPPER CASE INDICATES TYPE IN SCHEDULE. "WG" INDICATES WIRE GUARD
$	WALL SWITCH. REFER TO LIGHTING CONTROL MATRIX SCHEDULE FOR ALL CONTROL REQUIREMENTS
	125V, 20A, 2P, 3W, GROUNDING TYPE DUPLEX RECEPTACLE. "GFCI" DENOTES GROUND FAULT INTERRUPTER. "WP" DENOTES WEATHERPROOF COVER. "AC" DENOTES ABOVE COUNTER MOUNTING. "USB" DENOTES COMBINATION USB DEVICE
	CONDUCTORS IN CONDUIT. MINIMUM NUMBER IS (2) #12 AWG + #12 GND. PROVIDE NUMBER OF CONDUCTORS AS REQUIRED FOR SWITCHING INDICATED AND CONTINUING CIRCUITS
	SURFACE MOUNTED SINGLE SECTION PANELBOARD. LABEL INDICATES PANEL NAME. REFER TO PANEL SCHEDULE AND RISER DIAGRAM FOR ADDITIONAL INFORMATION
	DATA OUTLET
	WALL MOUNTED FIXTURE. UPPER CASE INDICATES TYPE IN SCHEDULE LOWER CASE INDICATES SWITCH
	DOUBLE FACE EXIT SIGN AS SCHEDULED. CONNECTED TO EMERGENCY LIGHTING POWER SUPPLY. ARROWS INDICATE DIRECTIONAL ARROWS. PROVIDE SINGLE OR DOUBLE FACE AS REQUIRED OR INDICATED. UPPER CASE INDICATES TYPE IN SCHEDULE. "WG" INDICATES WIRE GUARD
	SEQUENCE OF OPERATION LIGHTING CONTROL DEVICE. REFER TO CONTROL MATRIX FOR ABBREVIATIONS AND LIGHTING CONTROL INFORMATION
	LIGHTING CONTACTOR
	JUNCTION BOX
	HOMERUN TO PANELBOARD. REFER TO SPECIFICATIONS FOR LIMITING NUMBER OF CONDUCTORS PER HOMERUN
	SURFACE MOUNTED COMMUNICATIONS TERMINAL BOARD

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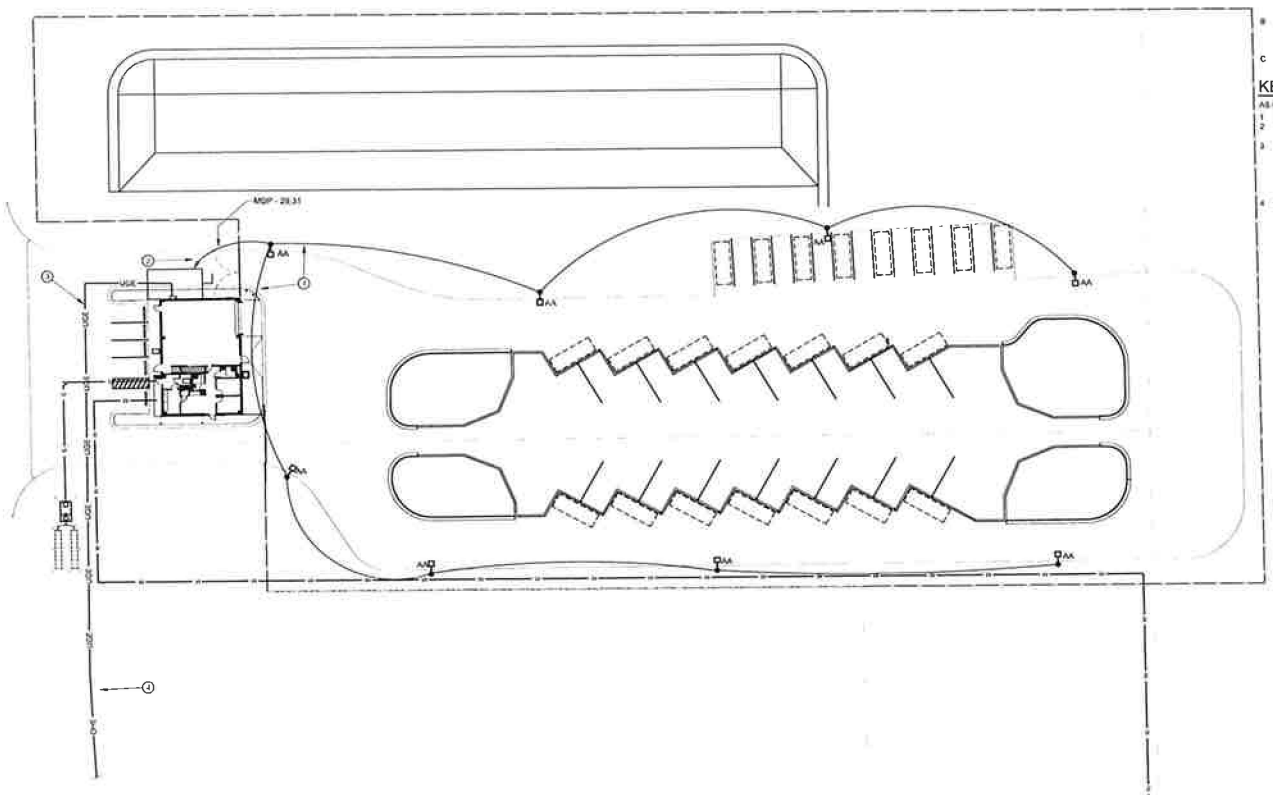
300 North Loraine
Midland, TX

PROJECT NO.
6315.21 - WEST
4001S.22 - NORTH

#	DATE	DESCRIPTION
	02/06/2024	Issue for Proposal

Electrical Abbreviations & Legend

E-001


MDP - 29.31
AA
AA
AA

SITE LIGHTING FIXTURE SCHEDULE

TYPE	MOUNTING	VOLTAGE	MODEL NUMBER	LAMPS	REMARKS
AA	POLE	240V	DSX-LED-P7-40K-80CRI-T2M-MVOLT-RPA-DBLXD RTS-25-5-9B-DM19AS-DBLXD	LED	AREA LED POLE MOUNTED FIXTURE WITH 20000 LUMEN OUTPUT, 40K COLOR TEMPERATURE, WITH TYPE T2M DISTRIBUTION AND BLACK FINISH PROVIDE 25 FOOT ROUND TAPERED STEEL POLE WITH MATCHING FINISH

NOTES

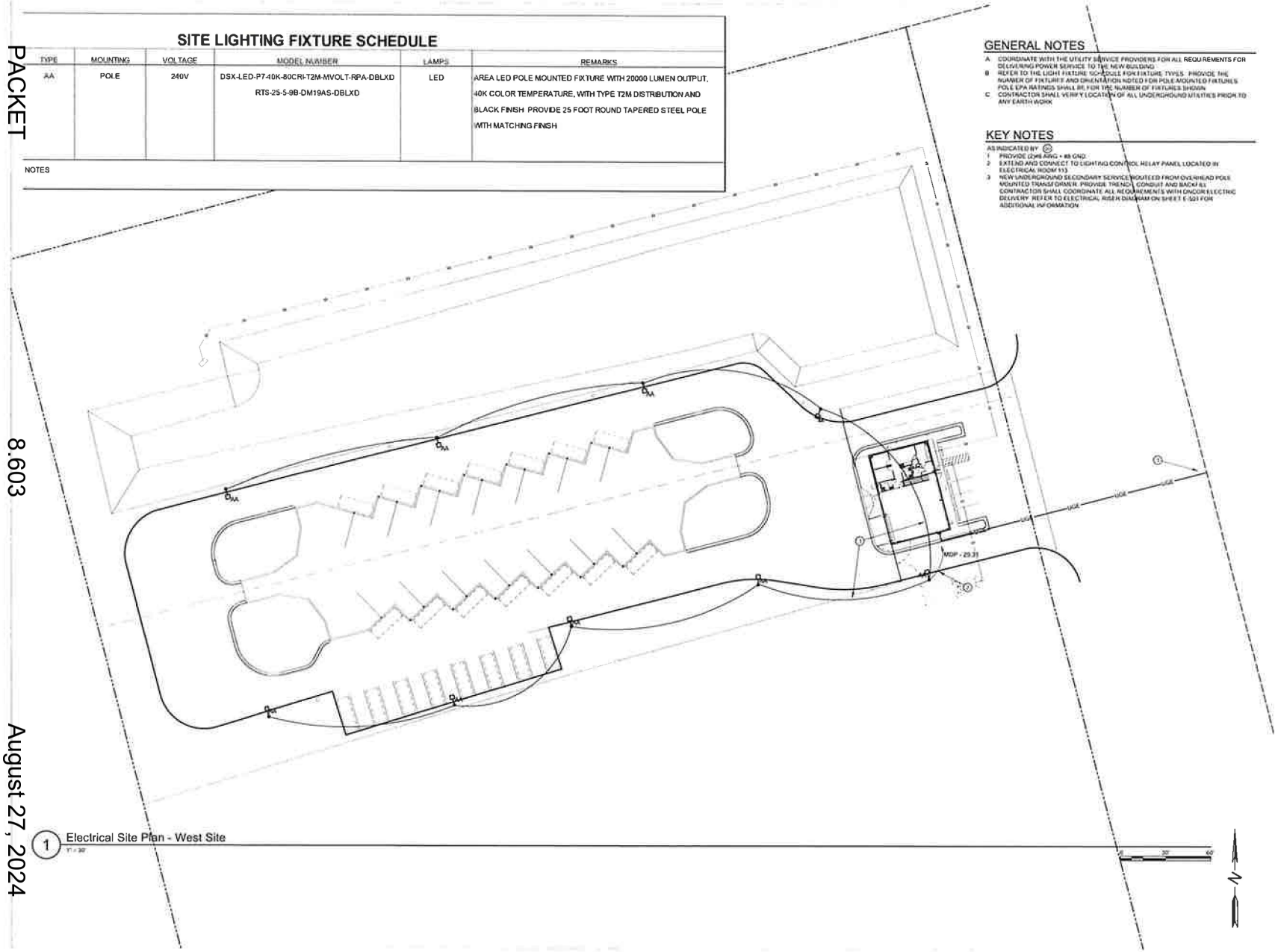
GENERAL NOTES

A COORDINATE WITH THE UTILITY SERVICE PROVIDERS FOR ALL REQUIREMENTS FOR DELIVERING POWER SERVICE TO THE NEW BUILDING
B REFER TO THE LIGHT FIXTURE SCHEDULE FOR FIXTURE TYPES. PROVIDE THE NUMBER OF FIXTURES AND ORIENTATION NOTED FOR POLE MOUNTED FIXTURES. POLE EPA RATINGS SHALL BE FOR THE NUMBER OF FIXTURES SHOWN
C CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO ANY EARTH WORK

KEY NOTES

AS INDICATED BY (#)

1 PROVIDE (2)#6 AWG + #8 GND
2 EXTEND AND CONNECT TO LIGHTING CONTROL RELAY PANEL LOCATED IN ELECTRICAL ROOM 113
3 NEW UNDERGROUND SECONDARY SERVICE ROUTED FROM OVERHEAD POLE MOUNTED TRANSFORMER. PROVIDE TRENCH, CONDUIT AND BACKFILL. CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS WITH ONCOR ELECTRIC DELIVERY. REFER TO ELECTRICAL RISER DIAGRAM ON SHEET E-501 FOR ADDITIONAL INFORMATION



1 Electrical Site Plan - West Site
1" = 30'

0' 30' 60'

N

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TROY N. HOLUB 117619

02/08/2024

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City of Midland, Texas

300 N. Loraine
Midland, TX

PROJECT NO
6119.21 - WEST
43015.22 - NORTH

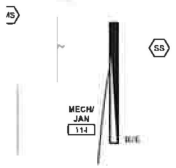
#	DATE	DESCRIPTION
-	02/08/2024	Issue for Proposal

Electrical Site Plan -West Site

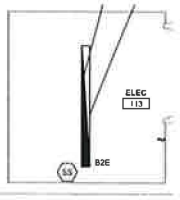
E-100

FILE NAME C:\Users\nymenez\appdata\local\temp\AcPublish_30680\[100-6119 - West.dwg LAYOUT NAME E-110 PRINTED Tuesday, February 13, 2024 - 2:22pm USER nymenez

PACKET 8.604 August 27, 2024



4 Lighting Plan - Callout 2
1/2" = 1'-0"



3 Lighting Plan - Callout 1
1/2" = 1'-0"

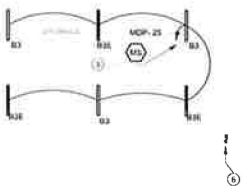
GENERAL NOTES

A. COORDINATE LOCATION OF LIGHT FIXTURES WITH ARCHITECTURAL AND MECHANICAL
B. ALL EMERGENCY AND EGRETS LIGHTING SHALL BE CONNECTED TO THE SAME BRANCH CIRCUIT SERVING THE NORMAL LIGHTS AND SHALL BE ON THE LINE SIDE OF RELAYS OR SWITCHING DEVICES.
C. REFER TO KEYED NOTES FOR CONTROL OF ADDITIONAL EMERGENCY LIGHTING. ALL EXIT SIGNS SHALL BE CONNECTED FOR CONTINUOUS OPERATION
D. AT LOCATIONS WHERE ROOM LIGHT FIXTURES ARE CONTROLLED THROUGH THE USE OF OCCUPANCY SENSORS, PROVIDE THE NUMBER OF SENSORS AND LOCATE THE UNITS AS REQUIRED FOR COMPLETE ROOM COVERAGE. WHERE MORE THAN ONE SENSOR IS LOCATED IN A COMMON SPACE, CONNECT THE UNITS SUCH THAT DETECTION OF OCCUPANCY FROM EITHER UNIT WILL ENERGIZE THE LIGHTING. WHERE SWITCHES ARE SHOWN IN CONJUNCTION WITH OCCUPANCY SENSORS, CONNECT THE SWITCHES TO DE-ENERGIZE THE LIGHTING INDICATED REGARDLESS OF OCCUPANCY. ADJUST ALL SENSOR TIME DELAYS AND MOTION SENSITIVITIES DURING PROJECT CLOSE-OUT TO MEET THE OPERATIONAL FUNCTION OF THE OWNER
E. EXACT LOCATION AND PLACEMENT OF EXIT LIGHTING SHALL BE FIELD DETERMINED TO ENSURE PROPER LINES OF SIGHT
F. PROVIDE DEDICATED NEUTRAL WIRE FOR ALL 120V BRANCH CIRCUITS. NO MULTI WIRE BRANCH CIRCUITS SHALL BE ALLOWED.
G. ELECTRICAL FLOOR PLANS AND SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES.

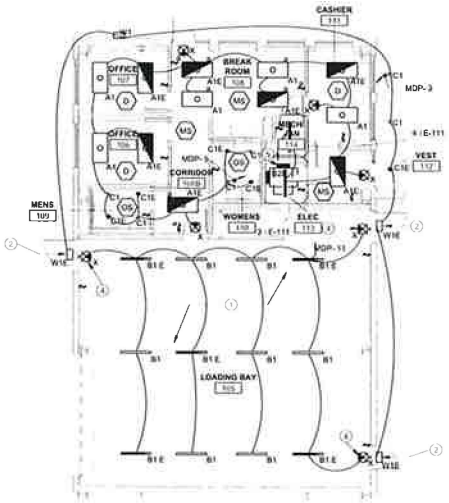
KEY NOTES

AS INDICATED BY (#)

1. MOUNT FIXTURE AT 18'-0" AFF. TYPICAL OF ALL FIXTURES TYPE "B1" AND "B1E"
2. MOUNT EXTERIOR WALL PACK AT 9'-4 1/2" AFF. COORDINATE EXACT MOUNTING HEIGHT WITH ARCHITECTUAL. EXTEND AND CONNECT TO LIGHTING CONTROL RELAY PANEL FOR CONTROL
3. MOUNT FIXTURE AT 7'-5" AFF TO BASE OF FIXTURE. TYPICAL OF ALL FIXTURES TYPE "B3" AND "B3E"
4. MOUNT EXIT SIGN 1'-0" FROM THE TOP OF THE DOOR TO THE BOTTOM OF THE FIXTURE
5. PROVIDE LIGHTING RELAY PANEL (LRP). ARP-INTENC08-NLT-4FCR MVOLT-HLK-SN DTC-ARPA-APS OL OR EQUIVALENT. LIGHTING RELAY PANEL TO CONTROL EXTERIOR WALL PACK LIGHTS AND PARKING LOT LIGHTS. COORDINATE WITH MANUFACTURER FOR FURTHER DETAILS
6. SECOND FLOOR LIGHT FIXTURES B3 AND B3E SHALL BE CONTROLLED BY LIGHT FIXTURE SWITCH LOCATED ON 1ST FLOOR



2 Lighting Plan - Mezzanine
1/8" = 1'-0"



1 Lighting Plan
1/8" = 1'-0"

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Midland, TX

PROJECT NO.
6119.21 - WEST
6015.22 - NORTH

#	DATE	DESCRIPTION
-	02/08/2024	Issue for Proposal

Electrical Lighting Plan
E-111

PACKET 8.605 August 27, 2024

GENERAL NOTES

A. REFER TO THE MECHANICAL DRAWINGS FOR THE LOCATION AND NUMBER OF SUPPLY AND RETURN AIR DUCTS. FOR UNITS THAT ARE INDICATED TO HAVE SMOKE DETECTION COVERAGE, PROVIDE THE NUMBER OF DETECTORS AS REQUIRED TO COVER ALL OF THE DUCTS.

B. ALL CONDUITS SERVING ROOF-MOUNTED EQUIPMENT SHALL BE EXTENDED INSIDE THE UNIT CURBS TO AVOID ADDITIONAL PITCHPANS. ALL EXTERIOR CONDUIT SHALL BE RIGID GALVANIZED STEEL OR LIQUID TIGHT FLEXIBLE CONDUIT AS SPECIFIED.

C. AT LOCATIONS WHERE A COMMON EXHAUST FAN IS CONTROLLED THROUGH INDEPENDENT WALL SWITCHES, CONNECT THE SWITCHES IN PARALLEL TO ALLOW EITHER SWITCH TO OPERATE THE FAN.

D. REFER TO THE MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE FOR BRANCH CIRCUIT REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT.

E. COORDINATE WITH SECURITY CONTRACTOR FOR ALL POWER REQUIREMENTS. REFER TO COMMUNICATION SHEETS FOR JUNCTION BOXES FOR MOTION DETECTORS, KEYPADS, DOOR CONTACTORS, ETC.

F. CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONNECTION OF ALL HVAC AND PLUMBING EQUIPMENT (BUT NOT LIMITED TO RTU'S, AHU'S, FANS, DAMPERS, LOUVERS, PUMPS AND CONTROLS).

G. PROVIDE DEDICATED NEUTRAL WIRE FOR ALL 120V OR 277V BRANCH CIRCUITS. NO MULTI WIRE BRANCH CIRCUITS SHALL BE ALLOWED.

H. ELECTRICAL FLOOR PLANS AND SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES.

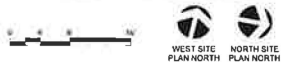
KEY NOTES

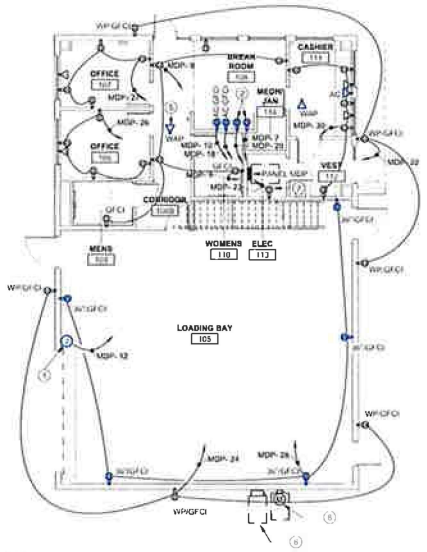
AS INDICATED BY (#) –

1. PROVIDE POWER FOR OVERHEAD DOOR EXTEND AND CONNECT (2)#12 AWG + #12 GND IN 3/4" CONDUIT. COORDINATE EXACT LOCATION AND CONTOL LOCATION WITH OVERHEAD DOOR MANUFACTURER.
2. PROVIDE A DEDICATED RECEPTACLE FOR BELOW COUNTER ICE MAKE AND AND REFRIGERATOR AT 30" AFF.
3. TYPICAL DATA DROP. PROVIDE SINGLE GANG BACK BOX AND 3/4" CONDUIT LOCATED TO AN ACCESSIBLE LOCATION ABOVE CEILING. PROVIDE BUSHING AT END OF CONDUIT. ROUTE CAT 6 CABLE LAN RACK, UTILIZING J-HOOKS.
4. TYPICAL DATA DROP FOR WIRELESS ACCESS POINT(WAP). PROVIDE SINGLE GANG BACK BOX AS REQUIRED. ROUTE CAT 6 CABLE LAN RACK, UTILIZING J-HOOKS.
5. WIRELESS ACCESS POINTS ARE TO BE CEILING MOUNTED. FIELD VERIFY FOR PROPER LOCATION.
6. MOUNT 200A/2P, SERVICE RATED DISCONNECT, WITH 150-AMP FUSES ADJACENT TO ONCOR KWH METER. FIELD VERIFY FOR PROPER WORK SPACE CLEARANCE. REFER TO ELECTRIC RISER DIAGRAM FOR MORE INFORMATION.
7. PROVIDE DEDICATED RECEPTACLE FOR IT/LAN RACK. COORDINATE WITH ARCHITECHTUAL FOR PROPER PLACEMENT.
8. NEW KWH METER FOR SERVICE. COORDINATE WITH ONCOR ELECTRIC DELIVERY FOR ALL REQUIREMENTS.



2 Power and Communications Plan - Mezzanine





1 Power & Communications Plan



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12/18/2024

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Midland, TX

PROJECT NO
#119.21 - WEST
#0075.22 - NORTH

- 12/06/2024 Issue for Proposal

NO. DATE DESCRIPTION

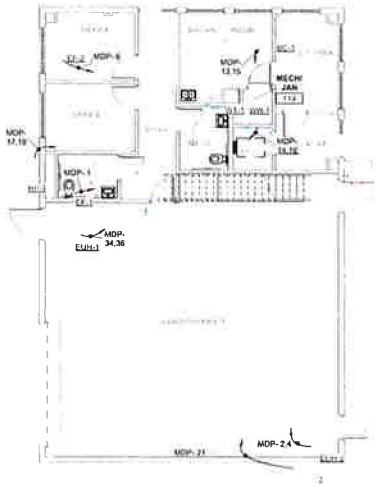
Power & Communications Plan

E-121

PACKET 8.606 August 27, 2024

GENERAL NOTES

A FOR CONNECTION REQUIREMENTS AND DETAILS, REFER TO SHEET E 601 FOR MORE INFORMATION
B ELECTRICAL FLOOR PLANS AND SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES



1 MECHANICAL POWER PLAN

0 4' 8' 16

WEST SITE PLAN NORTH

NORTH SITE PLAN NORTH

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02/08/2024

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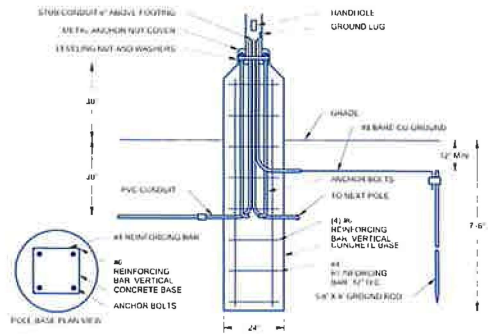
PROJECT NO.
6118 21 - WEST
40015 22 - NORTH

02/08/2024 Issue for Permit

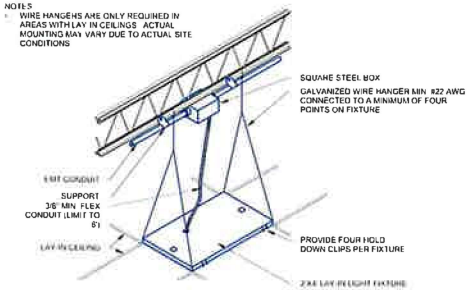
Mechanical Equipment Power Plan

E-122

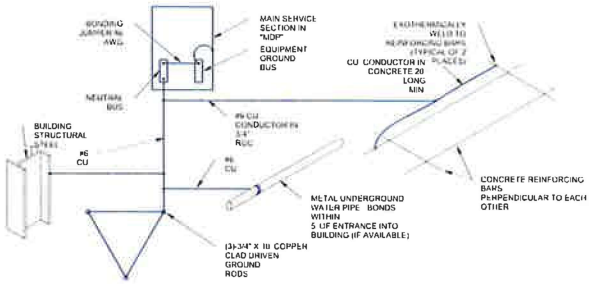
PACKET 8.607 August 27, 2024



4 POLE BASE DETAIL
NTS



3 RECESSED LIGHT FIXTURE INSTALLATION DETAIL
NTS

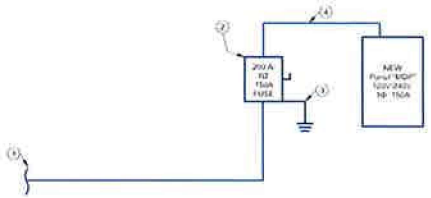


2 GROUNDING DETAIL
NTS

KEYED NOTES

AS INDICATED BY ①

1. ELECTRICAL SERVICE FROM UTILITY
2. PROVIDE NEMA 3R, SERVICE RATED, 200A/2P, WITH 150-AMP FUSES. MOUNT ADJACENT TO KWH METER
3. REFER TO GROUNDING ELECTRODE DETAIL FOR ADDITIONAL INFORMATION
4. (3) #1/0 AWG + #6 GND in 1 1/2" CONDUIT



1 ELECTRICAL RISER DIAGRAM - WEST AND NORTH SITE
NTS

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02/08/2024

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Midland, TX

PROJECT NO.
6119 21 - WEST
40015 22 - NORTH

#	DATE	DESCRIPTION
1	02/08/2024	Issue for Permit

Electrical Riser Diagram And Details

E-501

LIGHTING CONTROL SEQUENCE MATRIX

DESIGNATION	TYPICAL SPACES	DIMMING	NETWORKED	OCCUPANCY (AUTO ON)	OCCUPANCY (VACANCY)	STAND ALONE	TIME CLOCK	WIRELESS	DESCRIPTION OF LIGHTING CONTROL DEVICES WITHIN SPACE
D	•OFFICES	Yes	No	No	Yes	Yes	No	No	•WALL STATION WITH ON/OFF AND 0-10V DIMMING CAPABILITIES. PROVIDE CONNECTION FOR CONTROL OF LIGHTING THROUGH MULTIPLE SWITCH LOCATIONS. •CEILING MOUNTED OCCUPANCY (VACANCY) SENSOR SHALL TURN ALL LUMINAIRES OFF AFTER TIMEOUT (20 MIN) EXPIRES.
MS	•CORRIDORS •LOBBIES •VESTIBULES	No	No	Yes	No	Yes	Yes	No	•ON/OFF WALL SWITCH, PROVIDE CONNECTIONS REQUIRED FOR CONTROL OF LIGHTING THROUGH MULTIPLE SWITCH LOCATIONS. •CEILING MOUNTED OCCUPANCY (AUTO "ON") SENSOR SHALL TURN ALL LUMINAIRES OFF AFTER TIMEOUT (20 MIN) EXPIRES. SHALL AUTOMATICALLY TURN ALL LUMINARES ON TO 100% UPON DETECTION OF MAJOR OR MINOR MOTION. •THIS AREA WILL BE PROGRAMMED WITH TIME CONTROL TO ALLOW FIXTURES TO STAY ON DURING OCCUPIED TIMES (COORDINATE OCCUPIED TIMES AND PROGRAMMING WITH OWNER). LIGHT SWITCH SHALL W.LLOW FOR OVERRIDE OF OCCUPANCY SENSORS, PHOTOCELLS, AND TIME PROGRAM.
OS	•SMALL RESTROOMS •SMALL STORAGE ROOMS	No	No	No	Yes	Yes	No	No	•ON/OFF WALL SWITCH WITH INTEGRAL OCCUPANCY SENSOR. INTEGRAL OCCUPANCY SENSOR SHALL TURN ALL LUMINAIRES OFF AFTER (20 MIN.) EXPIRES. •(NETWORK CONTROLS NOT REQUIRED. STAND-ALONE CONTROLS ONLY FOR THIS SPACE.)
SS	•ELECTRICAL ROOMS •MECHANICAL/JANITOR ROOMS	No	No	No	No	Yes	No	No	•ON/OFF WALL SWITCH CONTROL (ONLY) TO AVOID POSSIBLE SAFETY CONCERN OF INADVERTENT OF THAT COULD BE CAUSED BY OCCUPANCY SENSING DEVICES. •(NETWORK CONTROLS NOT REQUIRED. STAND-ALONE CONTROLS ONLY FOR THIS SPACE.)

NOTES:

A REFER TO PLANS FOR LIGHTING DEVICE LOCATIONS AND OTHER INFORMATION
B SYMBOLS PROVIDED IN EACH SPACE (INDICATED IN THE LIGHTING CONTROLS SEQUENCE MATRIX SCHEDULE) ARE INTENDED TO DENOTE THE TYPES OF CONTROLS REQUIRED FOR EACH ASSOCIATED SPACES. THE SWITCH SYMBOLS DENOTE REQUIRED LOCATIONS FOR THE CONTROL DEVICES IN EACH ASSOCIATED SPACE.
C IN ADDITION TO CONTROL TYPES INDICATED, PROVIDE DAYLIGHT CONTROLS IN ALL AREAS SHOWN WITH DAYLIGHTING ZONES (INDICATED BY HATCHED AREAS ON PLANS). DIMMABLE DRIVERS IN EACH DAYLIGHT ZONE TO BE DIMMED SEPARATELY BY ZONE (CURRENT LIGHT LEVEL TO OFF, CONTINUOUS DIMMING, NO STEP DIMMING). DIMMING FUNCTION IN EACH DAYLIGHT ZONE IS TO MAINTAIN EVEN ILLUMINATION ACROSS THE ZONE, BASED ON THE SETTINGS OF THE SWITCH.
D PROVIDE NUMBER OF RELAY PACKS, DIMMING RELAY PACKS, OCCUPANCY SENSORS AND PHOTOCELLS FOR COMPLETE AND PROPER OPERATION OF THE LIGHTING SYSTEM.
E IN COMMON USE SPACES SUCH AS CORRIDORS, LOBBIES, CAFETERIA, AND HUBS COLABS. PROVIDE CONNECTION TO FIRE ALARM TO BRING LIGHTING IN THESE AREAS/SPACES TO FULL "ON" IN THE EVENT OF AN ALARM.
F LIGHTING CONTROLS SHALL COMPLY WITH THE REQUIREMENTS OF THE IECC 2015 AND SHALL BE COMMISIONED IN ACCORDANCE WITH THE REQUIREMENTS OF IECC 406
G REFER TO SPECIFICATION SECTION 26 09 43 NETWORKED LIGHTING CONTROLS FOR ADDITIONAL REQUIREMENTS
H ELECTRICAL LIGHTING CONTROLS' SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

LIGHTING FIXTURE SCHEDULE

TYPE	ELECTRICAL DATA	MANUFACTURER	MODEL	LAMP	DESCRIPTION
A1	120 V/1-56 VA	LITHONIA	CPANL-2X4-ALO6-SWW7-MD	LED	2X4 MULTIVOLT LED SWITCHABLE FLAT PANEL WITH 6000 LUMENS AT 35K COLOR TEMPERATURE
A1E	120 V/1-56 VA	LITHONIA	CPANL-2X4-ALO6-SWW7-MD-EMLRCP10-HESOA	LED	SAME AS TYPE A1 EXCEPT WITH EMERGENCY BATTERY PACKAGE
B1	120 V/1-71 VA	LITHONIA	CLXL48-10000LM-SEF-HDL-MVOLT-EZ1-35K-80C RI-WH	LED	48 INCH LED LINEAR LIGHT WITH 10000 LUMEN AT 35K TEMPERATURE
B1E	120 V/1-71 VA	LITHONIA	CLXL48-10000LM-SEF-HDL-MVOLT-EZ1-35K-80C RI-WH-PS1050	LED	SAME AS TYPE B1 EXCEPT WITH EMERGENCY BATTERY PACK
B2E	120 V/1-30 VA	LITHONIA	ZL1D-L24-3000LM-SEF-MVOLT-EZ1-35K-80CRI-E 15WLCP	LED	46 INCH LED LINEAR LIGHT WITH 3000 LUMEN AT 35K TEMPERATURE AND EMERGENCY BATTERY PACK
B3	120 V/1-26 VA	LITHONIA	CLXL48-4000LM-SEF-HDL-MVOLT-GZ1-35K-80C RI-WH	LED	48 INCH LED LINEAR LIGHT WITH 4000 LUMEN AT 35K TEMPERATURE
B3E	120 V/1-26 VA	LITHONIA	CLXL48-4000LM-SEF-HDL-MVOLT-GZ1-35K-80C RI-WH-PS1050	LED	SAME AS TYPE B3 EXCEPT WITH EMERGENCY BATTEY PACK
C1	120 V/1-5 VA	LITHONIA	LDN4-0SLM-35K-LOAM-LSS-MVOLT-GZ-AT	LED	4 INCH 500 LUMEN MULTIVOLT LED DOWLIGHT AT 3500K COLOR TEMPERATURE
C1E	120 V/1-6 VA	LITHONIA	LDN4-0SLM-35K-LOAM-LSS-MVOLT-GZ-AT-E1	LED	SAME AS TYPE C1 EXCEPT WITH EMERGENCY BATTERY PACK
W1	120 V/1-25 VA	LITHONIA	WPX1-LED-P2-40K-MVOLT-DDLXD	LED	EXTERIOR MULTIVOLT WALL FIXTURE WITH 2300 LUMENS AND 40K TEMPERATURE
W1E	120 V/1-25 VA	LITHONIA	WPX1-LED-P2-40K-MVOLT-E4WH-DDLXD	LED	SAME AS TYPE W1 EXCEPT WITH EMERGENCY BATTERY PACK
X	120 V/1-1 VA	LITHONIA	EXRG LED M6	LED	LED EXIT SIGN WITH RED LETTERING AND EMERGENCY BATTERY BACKUP

A LIGHTED EXIT SIGNS SHALL BE CONNECTED TO THE UNSWITCHED SIDE OF THE CIRCUIT SHOWN ON PLANS
B ELECTRICAL LIGHTING SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

MECHANICAL EQUIPMENT ELECTRICAL SCHEDULE

MARK	Voltage	PHASE	NO. OF POLES	PANEL	CIRCUIT	BREAKER	CONDUIT	CONDUCTOR	DISCONNECT	NOTE	LOAD
Blower Coil											
BC-1	240 V	1	2	MDP	13,15	15 A	3/4"	(2) #12 AWG + #12 GND	0 A	1,3	1200 VA
Electric Unit Heater											
EUH-1	240 V	1	2	MDP	34,36	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	3000 VA
EUH-2	240 V	1	2	MDP	2,4	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	3000 VA
Electric Water Heater											
EWH-1	240 V	1	2	MDP	14,16	20 A	3/4"	(2) #12 AWG + #12 GND	30 A		2000 VA
Exhaust Fan											
EF-1	120 V	1	1	MDP	1	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	115 VA
EF-2	120 V	1	1	MDP	6	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	770 VA
Heat Pump											
HP-1	240 V	1	2	MDP	17,19	30 A	3/4"	(2) #10 AWG + #10 GND	30 A	1,3	4320 VA
Louver/Damper											
L-1	120 V	1	1	MDP	21	20 A	3/4"	(2) #12 AWG + #12 GND	0 A	1	120 VA

NOTES:

1 PROVIDE A MOTOR RATED SWITCH. OVERLOADS SHALL MATCH MOTOR RATING
2 PROVIDE ROOF MOUNTED WP GFCI RECEPTACLE MOUNTED ON NEAR HVAC EQUIPMENT
3 PROVIDE 1" CONDUIT FROM INDOOR UNIT TO OUTDOOR UNIT TO SUPPORT POWER AND CONTROL CABLING. COORDINATE WITH MANUFACTURER AND MECHANICAL FOR ALL REQUIREMENTS.
4 PROVIDE GFCI RECEPTACLE MOUNTED NEAR EQUIPMENT FOR MEANS OF DISCONNECT
5 ELECTRICAL SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

PANELBOARD SCHEDULE

PANELBOARD: MDP
DISTRIBUTION: 120/240V, 1 PHASE, 3 WIRE
SUPPLY FROM:
LOCATION: ELEC 113

MIN AIC RATING: 10000
MCB 150 A
ENCLOSURE: NEMA 1
MOUNTING: SURFACE

CKT	TRIP AMPS	POLES	CIRCUIT DESCRIPTION	A	B	A	B	CIRCUIT DESCRIPTION	POLES	TRIP AMPS	CKT
1	20 A	1	EF-1	115 VA		1500 VA		EUH-2	2	20 A	2
3	20 A	1	OUTDOOR LIGHTING		116 VA		1503 VA				4
5	20 A	1	BREAKROOM AND HALL LIGHTING	784 VA		770 VA		EF-2	1	20 A	6
7	20 A	1	RECEPTACLE		180 VA		360 VA	RECEPTACLE	1	20 A	8
9	20 A	1	RECEPTACLE BREAKROOM 108	900 VA		180 VA		RECEPTACLE BREAKROOM 108	1	20 A	10
11	20 A	1	LOADING BAYS LIGHTING		855 VA		1000 VA	POWER LOADING BAY 105	1	20 A	12
13	15 A	2	BC-1	600 VA		1000 VA		EWH-1	2	20 A	14
15					400 VA		1000 VA				16
17	30 A	2	HP-1	2160 VA		180 VA		RECEPTACLE	1	20 A	18
19					2160 VA		180 VA	RECEPTACLE BREAKROOM 108	1	20 A	20
21	20 A	1	L-1	120 VA		540 VA		OUTDOOR RECEPTACLE	1	20 A	22
23	20 A	1	RECEPTACLE		180 VA		540 VA	OUTDOOR RECEPTACLE	1	20 A	24
25	20 A	1	MEZZANINE LIGHTING 201	156 VA		720 VA		RECEPTACLE OFFICE 106	1	20 A	26
27	20 A	1	RECEPTACLE OFFICE 107		720 VA		900 VA	RECEPTACLE LOADING BAY 105	1	20 A	28
29	20 A	2	External lights	864 VA		900 VA		RECEPTACLE ENTRY 111	1	20 A	30
31					864 VA						32
33						1500 VA		EUH-1	2	20 A	34
35							1500 VA				36
37											38
39											40
41											42

PHASE TOTALS	LOAD	CURRENT
PHASE A	12769 VA	107 A
PHASE B	12447 VA	104 A
PHASE C	0 VA	0 A

TOTAL CONNECTED LOAD	25568 VA
ESTIMATED DEMAND LOAD	25568 VA
DEMAND LINE AMPS	107 A

NOTES
1. ELECTRICAL SCHEDULES ARE VALID FOR BOTH WEST AND NORTH SITES

Parkhill

Parkhill.com

Citizen Collection Stations
City of Midland

MIDLAND
Feel the Energy!

CLIENT
City of Midland

300 North Loraine
Midland, TX

PROJECT NO.
6119 21 - WEST
40915 22 - NORTH

Issue for Permit

Electrical Schedules

E-601

PACKET 8.608 August 27, 2024

City Council Meeting

Item Number: 9

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: MOTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS MAZARS, LLP FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; AND RATIFYING THE EXECUTION OF AN ENGAGEMENT LETTER WITH FORVIS, LLP FOR PROFESSIONAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023 (DISTRICT: NONE) (GENERAL SERVICES) (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, 2024; and ratifying the execution of an engagement letter with Forvis, LLP for professional audit services for the fiscal year ending September 30, 2023.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the General Fund.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

The Finance and Audit Committee recommends engaging with Forvis Mazars, LLP to conduct

professional audit services for the fiscal year ending September 30, 2024, Additionally, the Committee ratifies the execution of an engagement letter with Forvis, LLP for professional audit services for the fiscal year ending September 30, 2023 for the Finance Department.

Morris Williams Jr.

City Manager's Office

Forvis Mazars, LLP
14241 Dallas Parkway, Suite 1100
Dallas, TX 75254
P 972.702.8262 | F 972.702.0673
forvismazars.us

August 7, 2024

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, 2024

- 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, 2024

- Financial Statement Audit

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

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.

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 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 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.

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 the **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, 2024
Midland Development Corporation as of and for the year ended September 30, 2024

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

Kevin Kemp, Partner, 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 entity 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.

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 that 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
  - 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

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

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 to 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.

Kevin Kemp, Partner, is responsible for supervising the Federal Seized Funds and State Seized Funds engagement and authorizing the signing of the report or reports. Lauren Berry, Senior Manager, 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. However, we will inform you of any such matters, if material, that come to our attention.

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, 2024.

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. We reviewed the City's Annual Comprehensive Financial Report for the year ended September 30, 2023 and noted 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, 2024 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, 2024.

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, 2024.

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 2024 Equitable Sharing Agreement and Certification Report (Report) prepared by the Midland Police Department for the reporting period October 1, 2023 through September 30, 2024.

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 2024 Chapter 59 Asset Forfeiture Report By Law Enforcement Agency (Report) prepared by the Midland Police Department for the reporting period October 1, 2023 through September 30, 2024.

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

City of Midland, Texas
Fees for the Year Ended September 30, 2024

Financial Statement Audit of the City in Accordance with *Government Auditing Standards*	$ 231,200
Single Audit under Uniform Guidance	23,200
Audit of the financial statements of the Midland Development Corporation (MDC)	18,000
Compliance audit of the Passenger Facility Charge Program	8,400
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, and 87	34,700
Annual financial assurances to Texas Commission on Environmental Quality (TCEQ)	1,400
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)	8,500
Administrative fee	16,270
	$ 341,670
Assistance with implementation of SAS No. 145	$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: 10

Meeting Date: August 27, 2024

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 2024 AIRSHO AT MIDLAND INTERNATIONAL AIR & SPACE PORT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

Motion authorizing the execution of the 2024 Airsho Agreement between the City of Midland, Texas and the Commemorative Air Force (CAF).

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 6, 2024, and will conclude at approximately 5:30 pm Sunday, September 8, 2024. 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

CAF AIRSHO 2024

Contract

AIRSHO AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND THE COMMEMORATIVE AIR FORCE, INC.

THIS AGREEMENT, effective the 27th day of August 2024, by and between the City of Midland, Texas, a home rule municipal corporation of the State of Texas, hereinafter called the "City", and the Commemorative Air Force, Inc., a Texas non-profit corporation, hereafter referred to as "CAF",

WITNESSETH:

WHEREAS, the City and CAF entered into that certain Lease Agreement dated July 4, 1990, and effective July 1, 1990, hereafter referred to as "the Lease", for the lease of certain land and improvements located at Midland International Airport, hereafter referred to as "the Airport"; and

WHEREAS, Section 8.10 of the Lease requires that CAF conduct at least two air shows at the Airport during each calendar year pursuant to provisions of a written agreement between the City and CAF; and

WHEREAS, CAF and City desire to enter an agreement for the conduct of an Airsho at the Airport to commence Friday, September 6, 2024, at approximately 7:30 A.M. until approximately 5:30 P.M. Sunday, September 8, 2024, hereafter referred to as "the Airsho". The Airsho shall be governed by The CAF Airsho Ground Operations Plan, submitted by the guidelines of 14 CFR Part 139 Program Policy and Guidance, attached hereto as "Exhibit B".

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and conditions contained herein, the City and CAF hereby agree as follows:

1. USE OF AIRPORT: CAF shall have the right to use the Leased Premises as described in Section 1.0l(a) of the Lease, as well as the areas and facilities at the Airport designated by the City's Director of Airports ("Director") for the purpose of conducting the Airsho.

If conditions are: A defined ceiling of 500 feet above ground level (AGL) or below, and/or one statute mile in visibility or below, Runway 10/28 and any associated safety areas and protection zones shall be turned back over to the City of Midland to support commercial arrivals and departures and any emergency aircraft. If the observed conditions are at/below the above criteria prior to 11:00 A.M. Local the Airsho may be put on hold to see if conditions improve. If conditions are not above these minimums at 11:00 A.M. Local Runway 10/28 will be turned back over to the city no later than 12:00 P.M. Local. This is to include all pyrotechnic detonation, cleanup activities, and sufficient time for DOA operations and maintenance personnel to return the runway back to a CFR 139 compliant surface. A request for an extension may be made but must be approved by the Director of Airports or his/her representative.

2. PRESHOW SET-UP: CAF shall be permitted to commence its set-up activities on Airport property not located within the area of the Leased Premises on Tuesday, September 3, 2024, at such times as agreed by the Director. A representative of CAF shall be at the Airport at all times during set-up activities.

3. DESCRIPTION OF AIRSHO: CAF represents that the Airport will be used solely for the purpose of staging and conducting the Airsho and its ancillary activities. Such flight shall be

conducted only northwest of Runway 16 Right/34 Left. Any parachute events shall be northwest of Taxiway "E" and in no case closer than 50' feet from the crowd line. CAF shall not move or operate or permit the movement or operation of any aircraft involved in the performance of the Airsho without qualified safety personnel being present. Such safety personnel shall be provided solely at the cost of CAF.

4. CAF RESPONSIBILITIES: Except as otherwise set forth in this Agreement or as agreed in writing by the City, CAF shall be responsible for making all arrangements for the Airsho, but not limited to, the following:

a. CAF shall be responsible for parking or arranging for the parking of all aircraft which are part of the Airsho and its ancillary activities. CAF shall also be solely responsible for the movement of or arranging for the management of movement and parking of such aircraft while in the parking areas and on aprons at the Airport. All such aircraft parking and movement shall be coordinated in advance with the Director and the Manager of the Air Traffic Control Tower.

b. CAF shall at its sole expense obtain all licenses, permits, clearances, or other like authorizations required by any and all Federal, State, or local governmental agencies, including but not limited to the Federal Aviation Administration (FAA), that are necessary for the conduct of an Airsho. The CAF shall obtain the appropriate Certification of Waiver or Authorization from the FAA prior to the Airsho and shall at all times be solely responsible for compliance with all provisions of the Waiver. A

copy of said Waiver shall be attached to this Agreement as Exhibit "A" and shall be incorporated herein by reference and made a part hereof for all legal purposes.

c. CAF shall provide for suitable automobile parking areas in such locations as approved by the Director and shall be responsible for all roadway signage and directions of spectators and vehicles to the public parking areas. CAF shall have the option to collect or permit the collection of a fee for such parking at the time the vehicles are being parked. Procedures for direction and control of vehicles on Airport property shall be coordinated with, approved by, and under the direction of the Midland Police Department's Airport Division ("Airport Police"); however, CAF shall be solely responsible for arranging and providing adequate personnel to conduct such parking operations under the direction of the Airport Police.

d. CAF shall remove or cause the removal of all litter and trash deposited on Airport property as a result of the Airsho during and immediately after the conclusion of the Airsho or by such time as agreed by the Director.

e. CAF shall supply portable sanitation facilities, including but not limited to, toilets and trash containers, in sufficient numbers to accommodate those anticipated to attend the Airsho, and will provide the personnel to clean up and remove all facilities installed for the event immediately upon conclusion of the Airsho.

f. Subject to Section 5, below, CAF shall be solely responsible for arranging for the hiring of sufficient numbers of commissioned peace officers to provide security, crowd control, and traffic control during the set-up, during the Airsho, and for a

reasonable time before and after the Airsho. All security, crowd control, and traffic control activities occurring on Airport property shall be coordinated through and approved by the Director and the Airport Police. At no time during the conduct of the Airsho shall the CAF permit the number of police forces required by the Director and/or FAA to secure the crowd line within the AOA or other secured areas of the Airport be permitted to go below the required levels.

g. CAF shall be solely responsible for obtaining authorization from the appropriate authority to close and/or barricade any public right of way, including any public streets or highways, for purposes of crowd or traffic control. The City does not by entering the Agreement waive any of CAF's obligations with respect to obtaining the City's consent to close City rights of way or to otherwise divert the flow and direction of vehicular and pedestrian traffic on City-owned rights of way from the manner designated by City ordinance or other applicable law.

h. Subject to Section 5, below, CAF shall be solely responsible for arranging with the City's Fire Chief for the hiring of sufficient numbers of firefighters, health and medical personnel, and emergency medical technicians (EMTs) or paramedics to be on-site during the Airsho to handle possible fire and/or medical emergencies. CAF shall be solely responsible for providing facilities to serve as first aid stations.

i. CAF shall be solely responsible for arranging for and supervising all concessions. At no time shall concession vendors be permitted to set up within the AOA or on other City property not within the Leased Premises except as authorized in writing by the

Director. CAF shall not permit any vendor to place any anchoring or grounding stakes into any pavement. Removal of all concession facilities set up for the Airsho on Airport property not within the Leased Premises shall commence immediately after the conclusion of the Airsho and be completed no later than four (4) hours after the conclusion of the Airsho unless otherwise agreed by the Director. All concession vendors shall have all required state and/or local health and/or food vending permits visibly displayed within their concession areas. CAF shall not permit any concession vendor to operate on any City-owned property, regardless of location, unless that concession vendor has in its possession all required permits.

j. CAF shall not permit any vendor to possess, sell or offer in any manner "dummy" grenades or any other such device that might reasonably cause unnecessary alarm or disrupt public safety, or result in a response from federal, state, or local authorities or emergency personnel. CAF shall indemnify, defend, and hold City harmless from any and all suits or claims for damages, of whatsoever nature, resulting from a vendor's possession, sale, or offering of a device described in this provision and/or any incident, of whatsoever nature, resulting therefrom.

k. CAF shall be solely responsible for providing or arranging for the provision of adequate amounts of drinking water and ice to accommodate those attending the Airsho.

l. CAF shall be solely responsible for arranging for all parties who are to perform in the Airsho.

m. CAF shall be solely responsible for arranging cleanup of any fluid spills in the AOA on, but not limited to, runways, taxiways, and public ramps on or before Monday, September 9, 2024.

n. CAF shall be solely responsible for the payment of all costs associated with the carrying out of the obligations and responsibilities described in subparagraphs a. through m. above.

5. MINIMUM EMERGENCY PERSONNEL STAFFING: CAF acknowledges and understands the Airport will be open and operational for commercial traffic during the hours of the Airsho. A Notice to Air Missions (NOTAM) will be issued closing the Airport to all general aviation traffic during the approved waiver times. The Airport will remain open and operational only for commercial traffic. CAF further acknowledges and agrees that in order to adequately protect the secured areas of the Airport and to provide for adequate public safety for those attending and participating in the Airsho, a minimum number of qualified off-duty fire/paramedic personnel and qualified off-duty police personnel need to be hired to be within the AOA and other secured areas of the Airport, during the operating hours of the Airsho and for at least two (2) hours before and two (2) hours after the operating hours of the Airsho. In light of the foregoing acknowledgments, CAF shall at all times during the Airsho in which spectators are permitted to access the AOA have on-site no fewer than the following public safety personnel:

a. Two (2) ARFF personnel with One (1) ARFF vehicle

b. Five (5) EMS personnel with One (1) Ambulance

c. Two (2) Fire Marshal's Office representatives

d. One (1) ARFF Chief/Supervisor

e. Fifteen (15) Midland Police Officers

CAF shall be solely responsible for contracting with and paying the above-described personnel; provided, however, that in the event CAF fails to hire sufficient numbers of people to provide the above minimum staffing requirements during the hours of operation of the Airsho, City may, at its sole discretion, assign fire and/or police personnel sufficient to maintain the above-required levels. CAF shall, within ten (10) days after receipt of an invoice, reimburse the City for all costs incurred by the City in assigning additional off-duty fire and/or police personnel to work at the Airsho in accordance with this section, such as costs to include, but not limited to wages, benefits, F.I.C.A., workers compensation insurance, unemployment insurance, and retirement fund contributions. Furthermore, CAF shall indemnify, defend, and hold City harmless from and against any and all claims made by any person hired by CAF to provide medical, fire and/or police protection during the Airsho relating to failure to comply with any Federal or State law or regulation governing wage and hour rates, including, but not limited to, the Federal Fair Labor Standards Act. The CAF acknowledges and understands that the staffing level set forth in this section is a minimum requirement needed to secure the AOA and other secured areas of the Airport used for the Airsho and shall not be construed as a prohibition against the CAF hiring additional public safety personnel at the CAF's own discretion; provided, however, that the CAF shall hire only additional personnel who have been certified in accordance with the applicable law to perform the duties required by the CAF.

6. CITY EQUIPMENT AND PERSONNEL PROVIDED AT CITY'S EXPENSE: City agrees to provide to CAF for use at the Airsho the following equipment and services at no charge to CAF:

a. One (1) Midland Fire Department ambulance;

b. One (1) Midland Fire Department fire engine in addition to those stationed at the Airport;

c. Additional sweeping of runways, taxiways, and public ramps within the AOA prior to the Airsho to comply with FAA requirements;

d. Mowing of City-owned areas off the Leased Premises designated by the Director for parking if deemed necessary by the City in City's sole discretion; however, parking areas not on City property shall be solely the responsibility of CAF.

Notwithstanding the above, City shall not be liable to CAF if in the opinion of the City's Fire Chief and/or Director of Airports the equipment and/or personnel described in a., b., and c., above, are required in the public interest to be reassigned to perform other duties as the result of a fire or other unforeseen event away from the Airsho site; provided, further that except as agreed by the City manager, CAF agrees to reimburse the City within ten (10) days after invoice for any services or supplies provided by City which are not specifically listed in this Section.

7. INSURANCE:

a. Liability Coverage: The CAF shall purchase additional Airsho liability insurance with a combined single limit coverage in an amount not less than $10,000,000 per occurrence which shall remain in full force and effect during the Airsho and shall name the City as an additional insured. Such policy shall be endorsed to either (a)

waive any alcohol liability exclusion or (b) include alcohol liability coverage. (see paragraph d below). Such insurance shall not exclude losses and claims related to the operation of non-commercial, privately owned, or experimental aircraft. In addition, CAF shall obtain an endorsement on its insurance policies which shall insure the CAF and City against claims made against any Airsho performer or concession vendor resulting from an injury to person or property of any third party caused by the negligent act or omission of said performer or vendor and their respective employees, agents and representatives. CAF further agrees that all non-City owned motor vehicles which CAF or any performer or vendor will utilize within the airport's Aircraft Operating Area shall be covered by automobile liability insurance in the amounts required by the Texas Motor Vehicle Safety Responsibility Act, Chapter 601 of the Texas Transportation Code. All liability insurance shall name the City as an additional insured.

b. Fire Insurance: Unless otherwise provided within the coverage of the Airsho liability insurance described in Paragraph 7, above, CAF shall purchase fire and casualty insurance with coverage limits at not less than $100,000, which shall provide coverage for loss or damage to property owned by the City or the United States of America, including, but not limited to any buildings, improvements, runways, taxiways, ramps, or gates not located within the Leased Premises, which damage is caused by the CAF or any Airsho performer or participant. City shall be named as a loss payee on such policy and the policy shall contain an endorsement waiving the

insurance carrier's right of subrogation against the City with respect to such damages. All liability insurance shall name the City as an additional insured.

c. Certificates of Insurance: A Certificate of Insurance evidencing such additional coverage and all required waivers and endorsements shall be provided to the Director no later than ten (10) days prior to the Airsho. If any or all of such Certificates of Insurance are not provided to the Director prior to the Airsho, the Director may disallow the staging and conducting of the Airsho and its ancillary activities or that portion of the Airsho which does not meet the above-described insurance requirements. All certificates of insurance required herein shall name the City of Midland as an additional insured.

d. Alcohol Liability Coverage: The requirement of an endorsement on CAF's policy regarding alcohol liability may be satisfied by the contractor hired by CAF to provide the alcohol service delivering to the City a certificate of insurance naming the City as an additional insured for the Airsho and indicating alcohol liability coverage in an amount not less than $1,000,000 combined single limit; provided, however, said contractor has the exclusive rights to serve alcoholic beverages at the Airsho.

8. INDEMNIFY AND HOLD HARMLESS: CAF WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 CAF, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM CAF'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND CAF WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

CAF SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 CAF OR CAF'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 CAF WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED

AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

9. DAMAGE TO CITY PROPERTY: CAF shall be solely responsible for the cost of repair and/or replacement of City property owned by the City, the United States of America, or any other Airport tenant, including but not limited to any buildings, grounds, improvements, runways, taxiways, ramps, or gates, which are damaged or destroyed by the CAF and/or Airsho performers or participants. All such repairs shall be conducted by the City and billed, at the City's cost, to CAF. For damages of less than $10,000, CAF shall reimburse the City for the costs of repairing such damages within thirty (30) days after presentation of an invoice by the City to CAF. Costs in excess of $10,000, shall be repaid in accordance with a schedule agreed by City, but in any case, not later than one year after the date of ordinance. CAF shall not be responsible for damage to runways, taxiways, or ramps which results through normal wear and tear of such improvements caused by regular Airport operations or damage caused by oversized aircraft directed to the damaged area of the airfield by someone other than the CAF or its representatives.

10. SOVEREIGN IMMUNITY: By executing this Agreement the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

11. ACCESS TO AIRCRAFT OPERATIONS AREAS (AOA) AND OTHER SECURED AREAS: The Director, in consultation with CAF's representative, shall determine which security gate(s) will be used by Airsho participants and spectators for the purpose of entering and leaving

the AOA and other secured areas of the Airport. CAF shall be solely responsible for securing the designated gates and for permitting only persons related to Airsho activities to enter the security gates. Furthermore, CAF shall have a representative on-site at the Airport at all times while Airsho participants and concession vendors are needing access to the Airport's secured areas and shall at no time permit such persons to be unescorted. All Airsho participants requiring access to surfaces within the movement area will be under escort by approved and qualified Airport personnel or have received previous approval from the Director. Not later than ten (10) days prior to the Airsho, CAF shall provide to the Director a list of all organizations or companies providing concessions or other services who will need access to the Airport's secured areas.

12. BROADCAST AND ADVERTISING RIGHTS: CAF shall have exclusive control and supervision of the sales and content of all advertising and all radio, television, broadcasting, or recording and transcription rights, and other media contracts, and shall have the sole right to proceeds derived therefrom.

13. CITY NOT A CO-SPONSOR: CAF understands and agrees that execution of this Agreement by City in no way creates any partnership or joint venture between the City and CAF, nor shall City be deemed to be a co-sponsor by virtue of having signed this Agreement. CAF and its members and representatives shall at no time make any express or implied representation to any person that the City is acting as a co-sponsor or is in any way financially or otherwise responsible for the conduct of the Airsho.

14. FEES FOR ADMISSION AND CONCESSION RECEIPTS: CAF shall have the exclusive right to handle, control, and keep custody of receipts and funds derived from sales for admission

to the Airsho, or from any other source in any way connected therewith, and shall have the sole right to all proceeds derived therefrom; provided, however, the CAF remain liable to collect and pay all lawfully imposed sales taxes.

15. USE OF PYROTECHNICS: CAF shall be permitted to locate and detonate fireworks, dynamite, flashpots, or other incendiary devices (hereafter collectively called "Fireworks") during the period of the Airsho, on airport property, after obtaining written approval from the Director of Airports and the City's Fire Marshal, which permission shall not be granted until (1) the CAF has notified the Director of Airports and the City's Fire Marshal in writing of the location of all Fireworks to be installed for detonation during the Airsho and the time at which the events involving the detonation of Fireworks will occur, (2) the CAF has delivered to the City the certificates of insurance indicating the required insurance coverage set forth in Section 7 of this Agreement, and (3) the CAF has delivered to the Director a letter indicating the name of the operator who will be supervising the operation of the Fireworks to be installed and detonated as part of the Airsho performance, which letter shall be accompanied by copies of any licenses or permits required by Texas or federal law. At no time shall CAF locate or detonate, or permit the location or detonation of, any Fireworks in such place or manner as to risk injury to or cause interference with aircraft, runways, taxiways, or aprons or with Airport patrons or personnel. In addition, at no time shall the CAF locate or store, or permit the location or storage of, Fireworks within the safety areas of any active runway or taxiway at the Airport. The installation and detonation of all Fireworks to be detonated during the Airsho shall be conducted and/or supervised by a properly licensed pyrotechnic operator if required by Article 5.43-4, Texas Insurance Code, as

they relate to the storage, transportation, sale, installation, and display of Fireworks. The pyrotechnic portion of the Airsho shall be immediately suspended upon notification to the CAF by proper fire safety authorities of non-compliance with the provisions of the public display permit or any State or Federal law or regulation regarding the use of Fireworks on the Airport. CAF shall coordinate the detonation of Fireworks with the Director to ensure scheduled airline operations will continue unimpeded. The Fireworks portion of the Airsho shall be immediately suspended upon notification to the CAF by the Director that pyrotechnic activity may impede air carrier operations at the Airport. CAF shall be solely responsible for the location of all above or below-ground structures, including but not limited to, water, sewer, gas, or oil pipeline, electric or telephone cable, or other utility cables, which might be detrimentally affected by the detonation of Fireworks in their vicinity. CAF shall be solely responsible for damage to all structures, whether above or below ground, including buildings, fences, pipelines, utilities, roads, etc., whether publicly or privately owned, caused by the activities related to the Airsho, and shall indemnify, defend, and hold City harmless from claims made by anyone for damage to person or property resulting from the detonation of any fireworks during the Airsho. "Fireworks", as used in this Section, shall also include all items defined as "Fireworks" as that term is defined in Texas Occupations Code §2154.001.

16. NOTICES TO AIR MISSIONS (NOTAMS): The CAF shall cooperate with and timely provide all requested information to the Director necessary for the Director to issue proper Notices to Air Missions (NOTAMs) regarding the closure of the Airport during the flying portion of the Airsho. The City, through its Department of Airports, will be the only agency to issue the

NOTAMs. **CAF will coordinate the Airsho to ensure that all scheduled air carriers serving the airport and airline operations will continue unimpeded during the Airsho**. The CAF "Air Boss" will coordinate with qualified Airport personnel to inspect all surfaces at the conclusion of each day's Airsho activity before the Airport will be reopened to general aviation aircraft. CAF also agrees that any aircraft which may experience an emergency situation during the time of the Airsho will be allowed to use the Airport without hindrance.

17. FAA OR TSA VIOLATIONS: CAF shall neither conduct nor permit the conduct of activities related to the Airsho which would compromise the Airport's compliance with FAA or TSA regulations, or any other applicable laws or regulations. CAF agree to indemnify City against civil fines assessed by the FAA or TSA against City for violation of FAA or TSA regulations which are the result of the acts or omissions of the CAF, any of its members, or other participants of the Airsho who are not employees of City acting within the scope of their employment.

18. ADA REQUIREMENTS: The CAF shall be solely responsible for adhering to all requirements stated in the American's Disability Act (ADA) as well as all applicable Federal, State, and local laws and ordinances.

19. SALES AND AMUSEMENT TAXES: CAF shall be solely responsible for the collection of any sales and/or amusement taxes required by any Federal, State, or local law, regulation, or ordinance in connection with the sale of admissions and concessions at the Airsho. CAF agrees to indemnify, defend, and hold City harmless against any suits or claims brought by any governmental entity as the result of non-payment of any such sales or amusement taxes.

20. RELATIONSHIP TO LEASE: The use of the Airport and the Leased Premises by CAF for the Airsho shall at all times remain subject to the provisions of the Lease, which Lease remains in effect and is in no way amended by virtue of the execution of this Agreement.

21. DEFAULT: Failure of the CAF to comply with any provision of this Agreement shall constitute an event of default which shall entitle the City to cancel this Agreement, and consequently the Airsho, and to seek such other remedies as may be available to the City at law or in equity. Furthermore, an event of default under this Agreement shall constitute an event of default in the Lease and shall entitle City to invoke such remedies as City may have available to it pursuant to Article 15 of the Lease.

22. FUELING OF AIRCRAFT: CAF, its members, invitees, and guests shall not be relieved from the payment of any part of the cost of fuels which constitutes a fuel flowage fee for fuel purchased by and/or distributed by CAF, its members, invitees, or guests; however, City agrees that CAF and its members shall be relieved of payment to City of any part of the cost of fuel constituting a fuel flowage fee for fuel used in operating historical military aircraft and ground vehicles participating in the Airsho for a period commencing September 1, 2024, until September 11, 2024. Fuel provided to CAF members for aircraft not performing in the Airsho are not exempt from the fuel flowage fee. CAF shall not self-fuel nor permit the self-fueling of any aircraft except aircraft owned by the CAF. CAF shall not permit any party who does not have a current Airport fueling agreement to enter the Leased Premises or the Airport to perform fueling operations for any aircraft. The CAF shall contract with a third-party fixed base operator operating at the Airport who has a current Airport Fueling Agreement with the City to provide fueling services for CAF's

members, employees, and invitees, which contract will at all times be subject to said Airport Fueling Agreement. At no time shall the CAF permit the fueling of any aircraft to be operated at the Airport by any person who has not been properly certified and tested by the Department of Airports or the FAA to perform fueling services at the Airport.

23. SEVERABILITY: If any of the provisions of this Agreement shall be held illegal, invalid, or otherwise unenforceable, the remainder of the Agreement shall not be affected thereby and shall be read as if the invalid portion were not part of this Agreement.

24. GOVERNING LAW AND VENUE: 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.

25. ENTIRE AGREEMENT; WRITTEN AMENDMENTS: This Agreement contains the entire understanding between the parties hereto and supersedes all other oral and written agreements or understandings between them. No modification or addition hereto or waiver of cancellation of any provisions hereof shall be valid except by a written instrument signed by both parties.

26. RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, CAF HEREBY RELEASES, ACQUITS, RELINQUISHES, AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CAF 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.

27. SPECIAL PERFORMANCE FOR SEPTEMBER 6, 2024: City understands and agrees that the CAF may conduct a brief aeronautical performance on Friday, September 6, 2024, from 9:30 A.M. until 12:30 P.M., for special guests of the CAF. Except for the actual flying activities, no activities will be permitted outside the CAF's leased premises. CAF agrees that all provisions of this agreement shall be applicable and in effect for the performance on Friday, September 6, 2024, except for Sections 4(±), 4(g), 4(h), and 5. The CAF shall be responsible for coordinating with the Manager of the Midland Air Traffic Control Tower regarding the time the performance will occur and the permitted area of operations.

28. REMOVAL OF AIRSHO EQUIPMENT AND FACILITIES: All CAF Airsho equipment and facilities shall be removed from non-leased areas by 1700L on Monday, September 9, 2024.

29. ATTORNEY'S FEES: BY EXECUTING THIS AGREEMENT, CAF AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS, OR MAY HAVE IN THE FUTURE

AGAINST THE CITY, 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 CAF SPECIFICALLY AGREES THAT IF THE CAF 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 CAF AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CAF MIGHT OTHERWISE BE ENTITLED.

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

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

30. INDEPENDENT CONTRACTOR: It is expressly understood and agreed that CAF 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 CAF shall have 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 respondent superior shall not apply as between City and CAF, its officers, agents, employees, contractors, and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and CAF. No person performing any of the work and services described hereunder by CAF shall be considered an officer, agent, servant, or employee of the City. Further, it is specifically understood and agreed that nothing in this contract is intended or shall be construed as creating a "Community or Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. CAF 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 the CAF's work. CAF shall assume exclusive responsibility for the work. CAF is entirely free to do the work in its own way.

31. THIRD PARTY BENEFICIARY: The City'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. AS IS LANGUAGE: BY EXECUTING THIS AGREEMENT THE CAF AGREES AND ACKNOWLEDGES THE CAF IS LEASING THE LEASED PREMISES "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY THE CITY, THAT THE LEASED PREMISES ARE FIT FOR A PARTICULAR PURPOSE. THE CAF ACKNOWLEDGES, BY EXECUTING THIS AGREEMENT, THAT CAF IS NOT RELYING UPON ANY REPRESENTATION MADE BY THE CITY WITH RESPECT TO THE CONDITION OF THE LEASED PREMISES, BUT IS RELYING UPON CAF'S EXAMINATION OF THE LEASED PREMISES. CAF ALSO RECOGNIZES BY EXECUTING THIS AGREEMENT, THAT THE CAF IS AGREEING TO ACCEPT THE LEASED PREMISES "AS IS", THAT CAF AGREES TO MAKE CAF'S OWN APPRAISAL OF THE LEASED PREMISES AND TO ACCEPT THE RISK THAT CAF MAY BE WRONG. THE CITY GIVES NO ASSURANCES, EXPRESS OR IMPLIED CONCERNING THE VALUE OR CONDITION OF THE LEASED PREMISES. IN NO EVENT SHALL CAF HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. THEREFORE, THE CAF WILL TAKE THE LEASED PREMISES UNDER THE EXPRESS UNDERSTANDING THE LEASED PREMISES ARE ACCEPTED "AS IS" AND WITH ALL FAULTS, EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

33. 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, CAF or its legal representative, shall give the City Manager 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 and 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 CAF will settle, the physical and mailing addresses of CAF at the time and date the claim was presented and the physical and mailing addresses of CAF for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the CAF 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 CAF that CAF's notice is insufficient. 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, CAF's failure to comply with the requirements herein shall perpetually bar CAF'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. CAF agrees that the requirements of this entire agreement are reasonable.

34. 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by persons duly authorized, on the day and year first written above.

CITY OF MIDLAND, TEXAS

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

Justine Ruff, Director of Airports

THE COMMEMORATIVE AIR FORCE, INC.

Gena Linebarger, Airsho Director

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of COMMEMORATIVE AIR FORCE (HIGH SKY WING).

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____

Notary Public, State of Texas

CAF AIRSHO 2024

FAA Waiver

"EXHIBIT A"

No certificate may be issued unless a completed application form has been received (14 CFR 91. 101. and 105).

US Department of Transportation
Federal Aviation Administration

APPLICATION FOR CERTIFICATE OF WAIVER OR AUTHORIZATION

OMB Control Number: 2120-0027 / Expiration Date: 03/31/2024

APPLICANTS - DO NOT USE THESE SPACES

Flight Standards Office	Date

Action ☐ Approved ☐ Disapproved – *"Explain under "Remarks"*

Signature of authorized FAA representative

INSTRUCTIONS

Submit this application to the responsible FAA Flight Standards district office.

Applicants requesting a Certificate of Waiver or Authorization for an aviation event must complete all the applicable items on this form and attach a properly marked 7.5 series Topographic Quadrangle Map(s), published by the U.S. Geological Survey (scale 1:24,000), of the proposed operating area. The map(s) must include scale depictions of the flightlines, showlines, race courses, and the location of the air event control point, Police dispatch, ambulance, and fire fighting equipment. The applicant may also wish to submit photographs and scale diagrams as supplemental material to assist in the FAA's evaluation of a particular site. Application for a Certificate of Waiver or Authorization must be submitted 45 days prior to the requested date of the event.

Applicants requesting a Certificate of Waiver or Authorization for activities other than an aviation event will complete items 1 through 10 only and the certification, item 17, on the reverse.

1. Name of organization	2. Name of responsible person
COMMEMORATIVE AIR FORCE HIGH SKY WING	GENA LINEBARGER

3. Permanent mailing address	House number and street or route number	City	State and ZIP code	Telephone Number
	P. O, BOX 61064	MIDLAND	TX 79711	432-528-0997

4. State whether the applicant or any of its principal officers/owners has an application for waiver pending at any other office of the FAA.

NO

5. State whether the applicant or any of its principal officers/owners has ever had its application for waiver denied, or whether the FAA has ever withdrawn a waiver from the applicant or any of its principal officers/owners.

NO

6. 14 CFR section and number to be waived

Title 14 CFR part 91, section 91.117(a)(b), 91.119(b)(c), 91.130(b)(c)(d), 91.155, 91.303(c)(d)(e)

7. Detailed description of proposed operation *(Attach supplement if needed)*

Airshow with precision formation flying, aerobatic demonstratons, fly-bys, dog fights, simulated bombing and strafing runs by ICAS ACC qualified Shooters-in-charge, and jet car.

8. Area of operation *(Location, altitudes, etc.)*

Airspace within 5 NM radius of Midland Int'l Airport from surface to 17,500 feet MSL. Located N31 56 54, W102 12 34

9a. Beginning *(Date and hour)*	9b. Ending *(Date and hour)*

10. Aircraft make and model (a)	Pilot's Name (b)	Certificate number and rating (c)	Home address (Street, City, State) (d)
See attached schedule			

11. The air event will be sponsored by:

COMMEMORATIVE AIR FORCE HIGH SKY WING

12. Permanent mailing address	House number and street or route number	City	State and ZIP code	Telephone Number
	P. O. BOX 61064	MIDLAND	TX 79711	432-528-0997

13. Policing *(Describe provisions to be made for policing the event.)*

KMAF AIRPORT POLICE, CITY OF MIDLAND POLICE DEPARTMENT, MIDLAND COUNTY SHERIFF DEPARTMENT, TEXAS STATE GUARD

14. Emergency facilities *(Mark all that will be available at time and place of air event.)*

☐ Physician ☒ Fire truck ☐ Other - Specify _____

☒ Ambulance ☒ Aircraft rescue vehicle _____

15. Air Traffic control *(Describe method of controlling traffic, including provision for arrival and departure of scheduled aircraft.)*

FORT WORTH, KMAF APPROACH CONTROL TOWER, KELLIE HUDSON AIRBOSS

16. Schedule of Events *(include arrival and departure of scheduled aircraft and other periods the airport maybe open.)*

Hour (a)	Date (b)	Event (c)
		See attached schedule

If sufficient space is not available, the entire schedule of events may be submitted on separate sheets, in the order and manner indicated above.

Please Read > The undersigned applicant accepts full responsibility for the strict observance of the terms of the Certificate of Waiver or Authorization, and understands that the authorization contained in such certificate will be strictly limited to the above described operation.

17. Certification - I CERTIFY that the foregoing statements are true.

Date	Signature of Applicant
08/01/2024	Dena Limebarger

Remarks

FAA Form 7711-2 (06-23) Supersedes Previous Edition

AIRSHO 2024 Aircraft

Updated 8-1-24

PERFORMERS		
A-10 USAF Demo Team	Davis Monthan Air Force Base, AZ	
Boeing Super Stearman	Aaron Taylor	
Extra 300/SX	Mike Gallaway "Spanky"	
Heritage Flight P-51	Charles "Tuna" Hainline	
Jet Car "Slayer"	Mark Smith	
NextGen Eagles	Leland Kracher & Tom Braymer	
RV-4	Miles Turner	
SRC Airshows Pitts S2S	Stephen Covington	
T-6 Texan's Formation Flying	Local Area Pilots	
T-6 Texan	Aaron Taylor	
WORLD WAR II BOMBERS		
B-25 Mitchell	CAF Devil Dog Squadron	Rides available
TBM Avenger	Lone Star Flightr Museum	
WORLD WAR II FIGHTERS		
P-40 Warhawk	CAF P-40 Sponsor Group	
P-51 Mustang	Heritage Flight	
World War II Cargo/Transport		
AT-11 Kansan	Midland Army Air Field Museum	
C-45 Expeditor "Spirit of West TX"	CAF High Sky Wing	
C-45 Expeditor "Yellow Belly"	CAF Cimarron Strip Wing	Rides available
C-47 "Southern Cross"	Greatest Generation Aircraft	Rides available
Cessna 310/U-3B-Blue Canoe	Chris Aycock	
Lockheed 12 Electra Junior	Gregg Baiano	
WORLD WAR II OBSERVATION/LIAISON/UTILITY/TRANSPORT		
Interstate Cadet L-6	Thad Dulin	
L-5 Sentinel	CAF High Sky Wing	
L-16 Aeronca	Texas Air Museum	
L-17 Navion	CAF High Sky Wing - static	
L-17 Navion	Don Haeffner	
L-17 Navion	Texas Air Museum	
LC-126	Robin Donnelly	
WORLD WAR II TRAINERS		
AT-6F Texan	Daniel Rathbun	
BT-13 Valiant	WASP Museum	
BT-13 Valiant	Cody Stewart	
BT-13 Valiant	Jeremy Reily	
BT-13 Valiant	Kelly Norman	

	PT-13 Stearman		CAF Desert Squadron	
	PT-19 Cornell		CAF High Sky Wing	
	PT-26 Cornell		CAF Desert Squadron	
	SNJ		CAF Highland Lakes Squadron	
	SNJ-5		CAF High Sky Wing	
	SNJ-3		Chris Aycock/Joe Gamertsfelder	
	SNJ-4		Sam Strahan	
	SNJ-5		Parker Rathbun	
	T-6 Texan		Texas Air useum	
	T-6 Texan		Gregg Baiano	
	Tora		CAF Tora Group	
	Tora		CAF Tora Group	
Korea & Vietnam				
	O-1A Bird Dog		John Echols	
	T-28 Trojan		CAF High Sky Wing	
FOREIGN, REPLICAS & POSTWAR				
	Ki-51 Sonia		Texas Air Museum	
	NA-64		Texas Air Museum	
	P-3 Pilatus		John Williams	
	FockeWulf 149		John Williams	
STATIC AIRCRAFT				
	AH-1 Cobra		CAF Museum	
	F-14 Tomcat		CAF Museum "Fast Eagle 102"	
	F-100A Super Sabre		CAF Museum	
	F-105D Thunderchief		CAF Museum	
	F-111E Aardvark		CAF Museum	
	F-4E Phantom		CAF Museum	
	Fairey Swordfish		CAF Museum	
	Harpoon		CAF Museum	
	Mig 17		John Williams	
	UH-1 Huey		CAF Museum	
* Additional aircraft added as they become available				

AIRSHO 2024 SCHEDULE

(updated 8-1-24)

Wednesday September 4 & Thursday, September 5, 2024

All Day Aircraft Arrivals

Friday, September 6, 2024

7:00 a.m.	Aircraft Arrivals	
8:00	Pilot Brief in Hangar	
10:00 a.m. – Noon	Flying Rehearsal	(Waiver 0930-1230)
	"Special Show for Special People"	
	And "Education in Aviation Day" – 5th Graders	

Saturday, September 7, 2024

7:00 a.m.	Aircraft arrivals	
9:00	Pilot Brief in Hangar	
11:15	Warbird Trainer Parade Flying	(Waiver 1100-1600)
3:30 p.m.	Flying Concludes	

Sunday, September 8, 2024

7:00 a.m.	Aircraft arrivals	
9:00	Pilot Brief in MAAF Hangar	
11:15	Warbird Trainer Parade Flying	(Waiver 1100-1600)
3:30 p.m.	Flying Concludes	
4:00 p.m.	Aircraft Depart	

Monday, September 9, 2024

All Day Aircraft Depart

Google Earth
1600' Line
1000' Line
500' Line
Right Marker
Left Marker
Pyro
Field
Airshow Center
Announcer's Stand
Crowd
Chalets
Comm Center
Airline Square
Modern Military
Bomber Ramp
ARFF Line
ARFF Station
Fighter Ramp
MAAF Ramp
Main Entrance

HIGH SKY WING COMMEMORATIVE AIR FORCE AIRSHOW 2024

PRESENTED BY Chevron

SITE MAP

HIGH SKY WING COMMEMORATIVE AIR FORCE



Commemorative Air Force High Sky Wing AIRSO 2024

- CAF HSW AIRSHO adopts the National Incident Management System (NIMS) and all responding agencies will follow the NIMS standards.

- All emergency personnel have been trained in accordance to local, state and national policies and procedures.

- Prior to airshow, a Pre-Event meeting, tabletop, exercise will be conducted with all emergency responders, Airport management and CAF staff to be briefed on the Incident Action Plan and the emergency procedures.

- A Post-Event meeting will be scheduled after the airshow to discuss post-incident reviews and develop an after-action report.

- The beginning of each show day, ARFF/Crash, Fire and Rescue and EMS personnel will be provided with aircraft-specific familiarization training and detailed rescue instructions by the performers.

- The event organizer, air boss, and emergency response personnel will conduct an emergency response exercise drill on Friday of the event's weekend to identify any weaknesses or deficiencies in plans and capabilities.

- The IC or a member of the Unified Command will be positioned with the air boss while the CoW/A is in effect.

- During the time when the CoW/A is in effect, dedicated ARFF/Crash, Fire and Rescue and EMS resources, fully operational, will be positioned to be capable of arriving at any incident/accident location within the aerobatic box within 1 minute of deployment.

- All emergency apparatuses will be positioned on site when first spectators arrive and until last spectators depart. They will be postured to be capable of arriving at any incident/accident location within the aerobatic box within 1 minute of deployment.

- A dedicated Public Information Officer will be named for the event.

CAF AIRSHO 2024

Ground OPS Plan

"EXHIBIT B"

U.S. Department
of Transportation
Federal Aviation
Administration

Federal Aviation Administration
Airports Division, Southwest Region
Safety and Standards Branch

10101 Hillwood Parkway
Fort Worth, Tx 76177

August 7, 2024

Ms. Justine Ruff
Airport Manager
Midland International Air and Space Port
PO Box 60305
Midland, Texas 79711
jruff@midlandtexas.gov

Dear Ms. Ruff:

Subject: Ground Operations Plan Approval

A review of the Ground Operations Plan for the "2024 Commemorative Air Force Airsho", planned for September 6-8, 2024, has been completed and determined to meet all Part 139 requirements, as per Certalert 02-07, *Air Show Event Ground Operations Plan*, and from https://www.faa.gov/airports/airport_safety/airshows, and has therefore been approved. The Flight Standards District Office will also be notified of this approval.

If you have, any questions please feel free to contact me via telephone or e-mail.

Sincerely,

Michael A. Fray
Airport Certification Safety Inspector

Cc: Lubbock FSDO
5225 S. Loop 289, Suite 122
Lubbock, Texas 79424

ASW-650

Midland International
Air & Space Port

City of Midland
Department of Airports
CAF Airsho Ground Operations Plan

Introduction

This Ground Operations Plan demonstrates complete compliance with CFR 14 Part 139.343, Noncomplying conditions:

Unless otherwise authorized by the Administrator, whenever the requirements of subpart D of this part cannot be met to the extent that uncorrected unsafe conditions exist on the airport, the certificate holder must limit air carrier operations to those portions of the airport not rendered unsafe by those conditions.

The provisions contained herein address items specific to the CAF 2024 Airsho. This plan will not supersede any guidelines contained within the Midland International Air & Space Port's (MAF) approved Airport Certification Manual (ACM). Airport personnel will comply with the provisions of the ACM in the conduct of their duties during this event.

Event

The Commemorative Air Force High Sky Wing wishes to conduct an airshow and ancillary activities on Friday, September 6th, 2024, Saturday, September 7th, 2024, and Sunday, September 8th, 2024. Pre-show setup will begin on Tuesday, September 3rd, 2024.

Airport Certification Safety Inspector (ACSI) consideration

Midland International Air & Space Port is certificated under 14 CFR Part 139.

Airline Operations

There will be commercial operations during portions of the airshow, between acts, and before and after setup. Commercial operations will be conducted on Runway 16R/34L. Airline access to the terminal shall not be obstructed at any time. The airshow crowd will be separated from the Air Carrier Ramp by a Midland Police Checkpoint. Runway and taxiway usage shall be per NOTAMs issued for the airshow.

Aircraft Rescue and Firefighting (ARFF) Capability and Special Emergency Response

The Midland Fire Department will ensure the availability of suitable equipment and personnel during the airshow. ARFF will maintain the required personnel and index per Part 139 throughout the event. Additional emergency response personnel exclusive to the CAF 2024 Airsho is at the discretion of the Midland Fire Department Chief and the MAF ARFF Chief.

**Positions may be filled by members of the Volunteer Fire Station.*

A Hazardous Material (HAZMAT) Plan is in place to address potentially dangerous chemicals utilized during the airshow. These materials include the CAF's diesel fuel and blasting caps used during pyrotechnic displays. Diesel fuel will be stored in a tanker truck and all blasting caps are stored in an ATF-approved magazine located at the MAF Bunkers.

Airport Emergency Plan (AEP) Contingencies

In the event of an accident or disaster, the MAF Airport Emergency Plan (AEP) will be activated. Response to an aircraft incident during the airshow is expected to be identical to any other incident.

Temporary Arresting Gear Installed in a Runway Safety Area

No Temporary Arresting System will be utilized during the CAF 2024 Airsho.

Integrity of Runway Safety Areas, Taxiways, and Object Free Areas

In the event that a Military Flight Demonstration Team is performing at the airshow, a centroid placement will be utilized. The centroid placement will include three (3) anchored tarps placed 1,000 feet north of the Runway 10/28 centerline and outside of the Runway Safety Area (See Diagram #1). Tarps will be placed at the following locations two (2) days prior to the commencement of airshow activity:

A. North of Runway 10/28, directly north of the Runway 10 number designation
B. North of Runway 10/28, approximately 1,500 feet from the approach end of Runway 10
C. North of Runway 10/28, approximately 5,000 feet from the approach end of Runway 10 and west of Taxiway 'Z'

Airport Maintenance personnel and equipment will be available to restore any Safety Areas damaged during airshow activities.

Pyrotechnic Devices

Pyrotechnic devices will be stored in an ATF-approved magazine located at the MAF Bunkers. At no time shall the CAF be allowed to locate, store, or permit the location or storage of fireworks, dynamite, flashpots, or any other incendiary devices within their leasehold. All pyrotechnic devices will be detonated during the show in a predetermined detonation area north of Runway 10/28 at show center (See Diagram #1).

The pyrotechnic devices will be placed prior to the commencement of the airshow and shall be fully detonated prior to its conclusion. Only licensed pyrotechnic experts and fire department personnel will be allowed access to the detonation area. The aforementioned personnel will gain access to the detonation area utilizing the Perimeter Road, and only after passing through a Midland Police Department checkpoint (See Diagram #1).

Runway and Taxiway Safety Areas will be inspected by Airport Operations at the conclusion of pyrotechnic activities. Any discrepancies located during this inspection will be corrected before the associated surface is available for use.

Temporary Closures of Runways and Taxiways

The following surfaces will be closed via NOTAM during the CAF 2024 Airsho:

- Runway 10/28 (except airshow traffic during waver times)
- Taxiway 'E' and Taxiway 'A'
- West 100' of TWY 'P' between Runway 10/28 and TWY 'H'

A NOTAM will be issued to close Midland International Air & Space Port to all General Aviation traffic during the airshow. Only airshow and air carrier aircraft will be allowed to utilize the airport each day during the applicable waiver times (See Diagram #3).

Movement Area Maintenance

No aircraft or vehicle will be permitted to park on open Movement Area surfaces. Aircraft and vehicles will be allowed to park adjacent to Taxiway 'P' north of Taxiway 'H'. A physical barrier will be placed at this location and adequately policed to ensure no unauthorized access.

Fueling Operations

The CAF shall contract with a third party to provide all fueling services. Fueling operations will occur in designated areas on the North Ramp and the CAF Ramp. All fueling will take place after a minimum 100-foot perimeter crowd line has been established or when the ramp is sterile.

Public Protection

Spectators will be confined to designated areas by physical barriers which will remain continuously monitored by authorized personnel; all spectator areas will have well-defined lateral boundaries. An increased number of public safety personnel will be placed along these boundaries to prevent individuals from entering the Movement Area (See Diagrams #1 and #2).

Aircraft will utilize all Taxiways during the event. The primary crowd line runs parallel to Taxiway 'A' and will not be subject to jet blast hazards. Any areas that may potentially be affected by jet blast will be monitored by aircraft marshals and addressed on a case-to-case basis.

Special Self Inspections

Airport Operations personnel will conduct any and all necessary inspections of the airfield before, during, and immediately following the airshow. The Commemorative Air Force Air Boss will allow reasonable and timely access to airfield surfaces to facilitate these inspections. If Airport Operations personnel are unable to ensure the safety of airfield surfaces, they will be closed to all traffic until such a time as they are inspected and declared safe.

Airshow Ground Vehicle Operations

Qualified Airport Operations and Airport Maintenance personnel will conduct all escorts for personnel requiring access to the Movement Area before, during, and after the airshow. The only additional vehicles authorized to enter the Movement Area are those operated by the Midland Fire Department and Midland Police Department. All other vehicle operators, including those operating on behalf of the Commemorative Air Force, must be under the escort of an authorized vehicle operator.

Portions of Taxiway 'A' along with the entirety of Runway 10/28 and Taxiway 'E' will be closed for airshow set up in order to prevent any vehicle or pedestrian incursions. These surfaces will remain closed until all takedown, clean-up, and repair operations are complete following the airshow.

Impact to Navigational Aids (NAVAIDS)

MAF does not anticipate any changes to airport marking, lighting, or NAVAIDS to accommodate the airshow.

Notice to Air Missions (NOTAMS)

The Commemorative Air Force will provide the Director of Airports any and all information necessary for the issuance of proper Notices to Air Missions (NOTAMS). NOTAMS will be issued regarding the closure of MAF during flying portions of the airshow. The City of Midland Department of Airports is the only agency authorized to issue and/or cancel these NOTAMS. The Commemorative Air Force must coordinate airshow activities to ensure all scheduled or unscheduled air carrier operations are allowed to continue unimpeded throughout the duration of the event. The Department of Airports, in coordination with the Commemorative Air Force, agrees that any aircraft experiencing an emergency situation during the timeframe of the airshow will be allowed to use the airport facilities without hindrance.

Mitigation of Wildlife Hazards

Wildlife activity on the airfield is seasonal and difficult to predict. Pilots will be notified of any potential wildlife-related complications during a pre-show briefing. In order to further reduce wildlife attractants, the CAF shall remove or cause the removal of all litter and trash deposited on airport property as a result of the airshow immediately following the conclusion of the event.

Sample NOTAMS

(Times are taken from Waivers and are subject to change)

(Airshow NOTAMS will be issued 7 days prior to starting date)

Tuesday (9/3/24 @ 0800L through 9/9/24 @ 1730L)

- !MAF XX/XXX MAF TWY E, TWY A BTN TWY A RUNUP PAD AND TWY P CLSD 2409031300-2409092230

Thursday (9/5/24 @ 0800L through 9/9/24 @1730L)

- !MAF XX/XXX MAF TWY P BTN TWY H AND RWY 10/28 CLSD EXC TAX EAST 100 FT 2409051300-2409092230

Friday (9/6/24 @ 0930L – 1230L)

- !MAF XX/XXX MAF AD AIRPORT CLSD EXC ACR/AIRSHOW ACFT 2409061430-2409061730
- !MAF XX/XXX MAF TWY A BTN APCH END RWY 10 AND TWY A RUNUP PAD CLSD EXC AIRSHOW ACFT 2409061430-2409061730
- !MAF XX/XXX MAF RWY 10/28 CLSD EXC TAX 2409061430-2409082230
- !MAF XX/XXX MAF AIRSPACE PJE WITHIN AREA DEFINED AS 3NM RADIUS OF MAF SFC-XXXXFT 2409061430-2409061730*

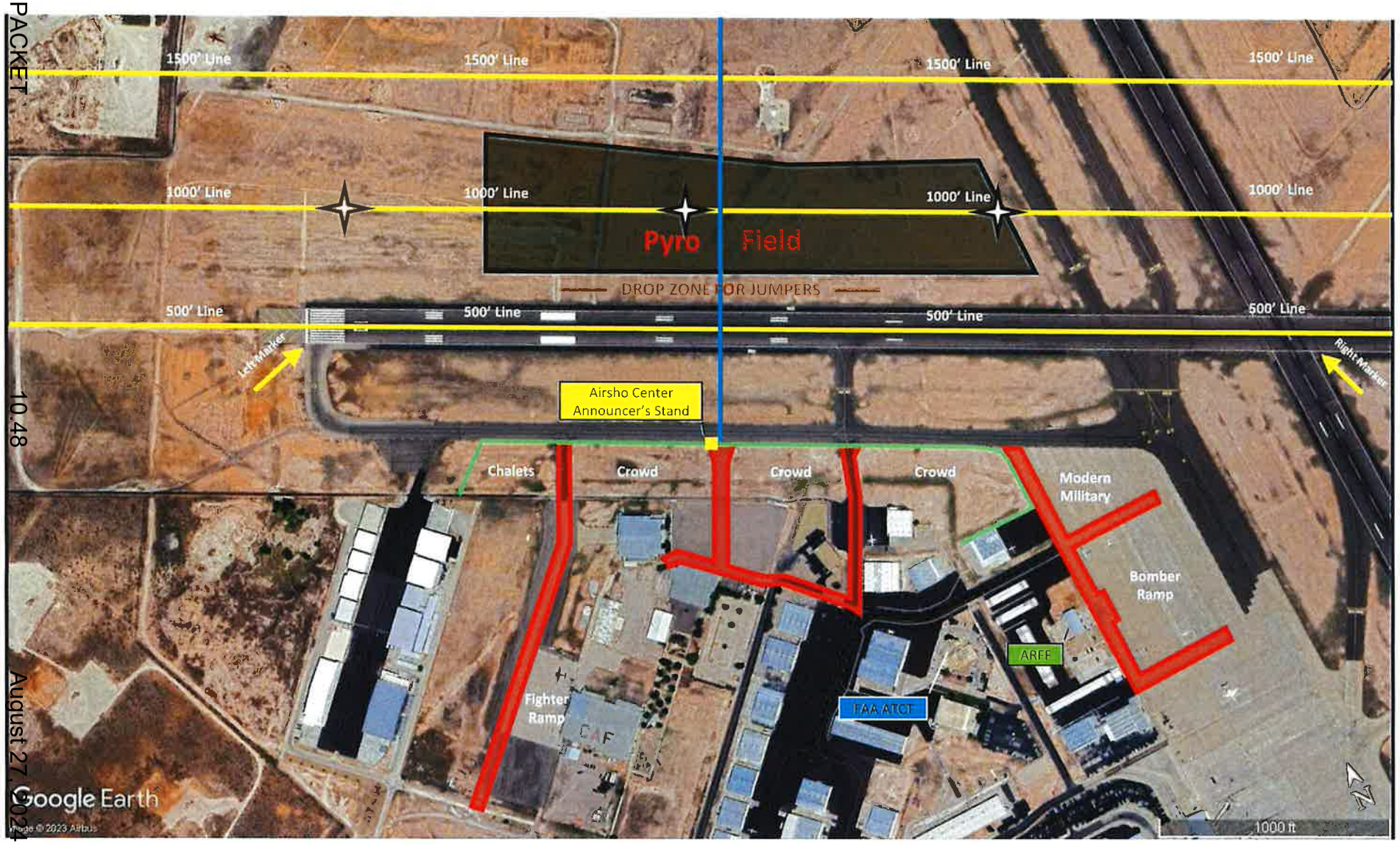
Saturday (9/7/24 @ 1130L – 1730L)

- !MAF XX/XXX MAF AD AIRPORT CLSD EXC ACR/AIRSHOW ACFT 2409071630-2409072230
- !MAF XX/XXX MAF TWY A BTN TWY A RUNUP PAD AND APCH END RWY 10 CLSD DLY 1630-2230 2409071630-2409082230
- !MAF XX/XXX MAF AIRSPACE PJE WI AN AREA DEFINED AS 3NM RADIUS OF MAF SFC-1500FT AGL 2409071630-2409072230*

Sunday (9/8/24 @1130L – 1730L)

- !MAF XX/XXX MAF AD AIRPORT CLSD EXC ACR/AIRSHOW ACFT 2409081630-2409082230
- !MAF XX/XXX MAF AIRSPACE PJE WITHIN AREA DEFINED AS 3NM RADIUS OF MAF SFC-XXXXFT 2409081630-2409082230*

**Only issued if para jumpers will be participating*


1500' Line
1500' Line
1500' Line
1500' Line
1000' Line
1000' Line
1000' Line
1000' Line
Pyro Field
DROP ZONE FOR JUMPERS
500' Line
500' Line
500' Line
500' Line
Left Marker
Right Marker
Airsho Center
Announcer's Stand
Chalets
Crowd
Crowd
Crowd
Modern
Military
Bomber
Ramp
ARFF
FAA ATCT
Fighter
Ramp
Google Earth
1000 ft

TWY V
TWY U
TWY E
RWY 10/28
TWY P
CAF Ramp
Executive Ramp
ARFF
Multiple ARFF Ingress & Egress Routes
Bomber Ramp & Static Displays
NOTAM Closure Area
Crowd Control Line
Rope Line
TWY P
N
1000 ft
Google Earth
© 2023 Airbus

Closed except taxi
Friday through Sunday
Taxiway Closures
Barricades
Open outside of
Wavier times
2000 ft
Google Earth

CAF AIRSHO 2024

CAF Insurance

AssuredPartners Aerospace, LLC
9860 E. 21st Street N.
Wichita, KS 67206

AssuredPartners

Certificate of Liability Insurance

Certificate Effective Date : September 6th – 8th 2024
Policy Effective Date : November 1, 2023
Policy Expiration Date : November 1, 2024
Policy or Certificate No. : AC3014765-06
Insurance Company : US Specialty Insurance Company

This is to certify to:	**that the above policies / certificates have been issued to:**
See Attached Addendum	Commemorative Air Force, Inc.; the American Air Power Heritage Flying Museum, Inc. : The American Air Power Heritage Museum, Inc.: The American Air Power Heritage Foundation, Inc. P.O. Box 764769 Dallas, TX 75376

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to herein.

AVIATION LEGAL LIABILITY PROTECTION	**LIMIT OF LIABIITY**
SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE:	$10,000,000
PASSENGER LIABILITY LIMITED TO:	$250,000
STATIC DISPLAY BODILY INJURY AND PROPERTY DAMAGE:	$1,000,000
PASSENGER LIABILITY:	EXCLUDED

AIRCRAFT IDENTIFICATION

All Commemorative Air Force, Inc. Aircraft and Leased Aircraft (See Addendum)

USES: Static Display, Formation Fly-bys and/or Rides for Hire

ADDITIONAL AGREEMENTS

ADDITIONAL NAMED INSUREDS: Officers, Directors and Members of the Commemorative Air Force, Inc.; The American Air Power Heritage Flying Museum, Inc.; The American Air Power Heritage Museum, Inc.; The American Air Power Heritage Foundation, Inc.

Notice is hereby given that AssuredPartners Aerospace, LLC is not the Insurer hereunder and shall not be held liable for any loss or damage nor for failure to provide Notice of Coverage Cancellation.

AssuredPartners Aerospace, LLC

Greg Hiser, SR. Vice President

AssuredPartners Aerospace, LLC
9860 E. 21st Street N.
Wichita, KS 67206

AssuredPartners AEROSPACE

Certificate of Insurance

Certificate Effective Date : September 6th – 8th 2024
Policy Effective Date : April 1, 2024
Policy Expiration Date : April 1, 2025
Policy or Certificate No. : UA00126594-23
Insurance Company : U.S. Specialty Insurance Company

This is to certify to:
City of Midland, its officers, employees, agents, and representatives
PO Box 60305
Midland, TX. 79711

that the above policies / certificates have been issued to:

Commemorative Air Force, Inc (and the various wings, squadrons and divisions thereof).; the American Air Power Heritage Foundation, Inc.;: The American Air Power Heritage Flying Museum, Inc.; The American Air Power Heritage Museum, Inc.
P.O. Box 764769
Dallas, TX 75376

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to Herein

- **PREMISES LIABILITY** — $5,000,000 Combined Single Limit Bodily Injury/Property Damage each Occurrence; $10,000,000 Aggregate ($1,000,000 per person limit in Florida only)
- **PRODUCTS/COMPLETED OPERATIONS** — $1,000,000 Products Completed Operations Hazard Bodily Injury/Property each Occurrence; $1,000,000 Aggregate; $100,000 Each Person

This coverage is provided as respects the Commemorative Air Force PX only.

CERTIFICATE HOLDERS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS OPERATIONS OF THE NAMED INSURED:

City of Midland, its officers, employees, agents, and representatives
PO Box 60305
Midland, TX. 79711

Re: High Sky Wing AIRSHO2024
CAF Wing: High Sky Wing

Notice is hereby given that AssuredPartners Aerospace, LLC is not the Insurer hereunder and shall not be held liable for any loss or damage nor for failure to provide Notice of Coverage Cancellation.

AssuredPartners Aerospace, LLC

Greg Hiser, SR. Vice President

AssuredPartners Aerospace, LLC
9860 E. 21st Street N.
Wichita, KS 67206

AssuredPartners AEROSPACE

Certificate of Insurance

Certificate Effective Date : September 6th – 8th 2024
Policy Effective Date : April 1st 2024
Policy Expiration Date : April 1st 2025
Policy or Certificate No. : UA00126594-23
Insurance Company : U.S. Specialty Insurance Company

This is to certify to:

City of Midland, its officers, employees, agents, and representatives
PO Box 60305
Midland, TX. 79711

that the above policies / certificates have been issued to:
Commemorative Air Force, Inc (and the various wings, squadrons and divisions thereof).; the American Air Power Heritage Foundation, Inc.;: The American Air Power Heritage Flying Museum, Inc.: The American Air Power Heritage Museum, Inc.
P.O. Box 764769
Dallas, TX 75376

This Certificate does not amend, extend or otherwise alter the terms and conditions of the policies referred to Herein

- **PREMISES LIABILITY** $5,000,000 Combined Single Limit Bodily Injury/Property Damage each Occurrence; $10,000,000 Aggregate ($1,000,000 per person limit in Florida only)
- **MEDICAL EXPENSES** $10,000 Each Person / $50,000 Each Occurrence
- **HOST LIQUOR LIABILITY** $1,000,000 Any one Occurrence and in the Aggregate

CERTIFICATE HOLDERS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS OPERATIONS OF THE NAMED INSURED:

City of Midland, its officers, employees, agents, and representatives
PO Box 60305
Midland, TX. 79711

Event: High Sky Wing AIRSHO 2024
CAF Wing: High Sky Wing

Notice is hereby given that AssuredPartners Aerospace, LLC is not the Insurer hereunder and shall not be held liable for any loss or damage nor for failure to provide Notice of Coverage Cancellation.

AssuredPartners Aerospace, LLC

Greg Hiser, SR. Vice President

CAF AIRSHO 2024

Pyrotechnics Permit

EOD
Blastards
Detachments of the Commemorative Air Force

June 16, 2024

Midland Airport Operations
Midland International Airport
Midland, Texas 79711

Gentlemen:

The Explosive Ordnance and Blastards Detachments of the Commemorative Air Force will be simulating bomb blast for over flying aircraft during the annual air show this year on September 7-8, 2024. This display will be north of Runway 10-28 between Taxiway Papa and the approach of Runway 10 with the Taxiway Echo being the approximately show center. The time for this year's display will be Saturday 9/7/2024 starting at 12:00 pm and ending at 4:00 pm. Sunday 9/8/2024 starting at 12:00 pm and ending at 4:00 pm. Please note these times are approximate depending on weather, airline schedules and air show schedule. Setup will start at 8:00 am each day of the show.

All material used this year will be the same as the past years and the amount will be less than the past years. All personnel that will be in contact with the explosives have filled out ATF paperwork and/or have an ATF licenses for the purchasing and storing of the explosives. The Shooter-in Charge this year will be Rodney Robinson EOD Lead and David Linebarger Blastards Lead. Your contact person for this year's show will be:

David Linebarger CAF PYRO Lead
2507 Maxwell
Midland, Texas 79705
432 236 7777

We have a permit for the use of High Explosives for public display. The explosives will be stored in an ATF approved magazine that is located by the existing WWII bunkers north of Runway 10-28. The material and a work party will cross the field Thursday September 5, 2024 at approximately 12:00 pm for material preparation.

If there are any questions concerning this, please give me a call at the above number.

Thank You

David Linebarger
Blastards Unit Leader

Texas Department of Insurance
State Fire Marshal's Office
Application for Class B Fireworks (Fireworks 1.3G) Singular or Multiple Display Permit
Site Inspection Certification

1. Name of applicant David Linebarger / CAF PYRO

   Address 2507 Maxwell Telephone 432-236-7777

   City Midland State TX Zip Code 79705

2. Date of display Sept 7-8, 2024 Time 12:00 - 5:00 pm

   Alternate date of display _____ Time _____

3. Location and/or alternate location for the display 500ft north of runway 10-28 at MAF, Midland, TX. This permit is in conjuction with the annual CAF AIRSHO.

4. As the fire prevention officer, I approve of the display site and have reviewed the site diagram. ☑ Yes ☐ No

5. I approve of the location and manner for storage of display fireworks before and during the display. ☑ Yes ☐ No

6. I approve of the potential landing area for fireworks debris. ☑ Yes ☐ No

7. The display is to be conducted in compliance with TX Occupations Code, Regulation of Fireworks & Fireworks Displays and the Fireworks Rules. ☑ Yes ☐ No

8. My approval is subject to the following conditions.

   List conditions, if applicable, or indicate "None" None

9. As the appropriate fire prevention officer, I have inspected the display site(s) to determine whether this proposed display is of a nature or in a location that may be hazardous to property or dangerous to any person. This form is my notice to the state fire marshal of the results of the inspection as required in Sec. 2154.206, Chapter 2154, Texas Occupations Code.

   Signature of fire prevention officer _____ Date 7/22/24

   Printed name of fire prevention officer James N. Howard Title Fire Marshal

   Department Midland Fire Dept Telephone No. 432-685-7333

   Email address: jhoward@midlandtexas.gov Mobile Phone No. _____

Telephone No. (512) 676-6808
Fax No. (512) 490-1056
Web Site Address www.tdi.texas.gov/fire

AssuredPartners Aerospace, LLC
9860 E. 21st Street N.
Wichita, KS 67206

Certificate of Insurance

Certificate Effective Date : Septemvber 5th – 8th 2024
Policy Effective Date : April 1, 2024
Policy Expiration Date : April 1, 2025
Policy or Certificate No. : NAF6059665
Insurance Company : Endurance American Insurance Company

This is to certify to:

City of Midland, its officers, employees, agents, and representatives
PO Box 60305
Midland, TX. 79711

that the above policies / certificates have been issued to:

Commemorative Air Force, Inc (and the various wings, squadrons and divisions thereof).; the American Air Power Heritage Foundation, Inc.; The American Air Power Heritage Flying Museum, Inc.; The American Air Power Heritage Museum, Inc.
P.O. Box 764769
Dallas, TX 75376

- **AIRMEET LIABILITY** — $10,000,000 Combined Single Limit Bodily Injury/Property Damage each Occurrence excluding participants; There is no sub-limit per person
- **MEDICAL EXPENSE** — $5,000 Each Person / $30,000 Each Occurrence
- **EXPLOSIVES** — $10,000,000 Any one Occurrence and Aggregate

The Insured shall not use or permit use of explosives of any kind at or in connection with the air meet which is the subject of this insurance unless:

- Such use of explosives is specifically approved in advance by the FAA and;
- All handling and igniting of explosives is conducted by a person or persons duly licensed or otherwise authorized by the state and/or political subdivision in which the air meet takes place.

CERTIFICATE HOLDERS ARE INCLUDED AS ADDITIONAL INSUREDS AS RESPECTS OPERATIONS OF THE NAMED INSURED:

City of Midland, its officers, employees, agents, and representatives
PO Box 60305
Midland, TX. 79711

UNIT: Blastards.
Airshow: High Sky Wing AIRSHO2024

Notice is hereby given that AssuredPartners Aerospace, LLC is not the Insurer hereunder and shall not be held liable for any loss or damage nor for failure to provide Notice of Coverage Cancellation.

AssuredPartners Aerospace, LLC

Greg Hiser, SR. Vice President

City Council Meeting

Item Number: **11**

Meeting Date: **August 27, 2024**

To: **City Council / City Manager**

From: **Justine Ruff, Director**

Subject: **RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF $4,344,835.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING AND TRANSFERRING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS) (TRANSPARENT & CONSISTENT COMMUNICATION)**

Purpose:

Resolution authorizing the execution of a contract with Boler Equipment Service, Inc. in the amount of $4,344,835.00 for the MAF Reconstruct Asphalt Air Carrier Apron (#900393) Project at Midland International Air & Space Port, and appropriate necessary funds for said project.

Recommended City Council Action:

Approve

Fiscal Impact:

FAA Share (90%) – Grant 73	$ 3,747,375.00
City/Airport Share (10%) – Grant 73	$ 416,375.00
City/Airport Future FAA (90%) Share Companion Grant	$ 1,231,294.00
City/Airport Share (10%) of Future Companion Grant	$ 136,811.00
City/Airport Contingency	$ 434,484.00
Total	**$ 5,966,339.00**

Breakout of Costs

Construction Phase Airport Admin Costs (Audit, etc.)	$ 10,000.00
Construction Phase Engineering Fee	$ 292,020.00
Construction Phase Admin/Resident Project Representative (RPR)	$ 635,000.00
Construction Phase Surveying and Testing	$ 150,000.00
Construction Phase Reimbursable Costs	$ 100,000.00
Construction Improvements Bid	$ 4,344,835.00
Construction Contingency	$ 434,484.00
Total Recommended Construction Phase Appropriation	**$ 5,966,399.00**

Appropriation Language:

That the sum of $2,218,964 is hereby appropriated and transferred from the Airport Operating Unappropriated Fund Balance to the MAF Reconstruct Asphalt Air Carrier Apron Project (#900393). The sum of $3,747,375 will be appropriated from the Airport Construction Fund Unappropriated Fund Balance to the MAF Reconstruct Asphalt Air Carrier Apron Project (#900393).

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

During the April 23, 2024, Council meeting a motion authorized the advertisement for bids for the MAF Reconstruct Asphalt Air Carrier Apron (#900393) Project at Midland International Air & Space Port. Two bids were received for the project and GDS, LLC dba Ambrozi Contracting had the lowest bid of $2,976,730.00. Unfortunately, the FAA took longer than expected to issue the grant and the potential award to GDS, LLC dba Ambrozi Contracting was going to be more than 90 days after the bid opening, and Ambrozi opted to withdraw their bid. The other bidder was Boler Equipment Service, Inc. in the amount of $4,344,835.00. Boler Equipment Service agreed to honor their bid outside the 90-day period. The FAA advised that they will issue a companion grant for the difference in bids, sometime in the Fall, so the Airport Fund is covering the difference until the companion grant is received.

The section of the main apron located immediately north of the Terminal Building was constructed in 1999 with an asphalt surface pavement section as part of the construction of the concrete apron to serve the newly constructed Terminal Building. At that time this area of the apron was anticipated to only serve smaller turbo prop commuter air carrier aircraft via ground loading and was thus constructed of asphalt. Over the last few years, larger jet air carrier aircraft are using the pavement, and the pavement has begun to deteriorate. This project will reconstruct this section of the apron with a concrete pavement section to support the current and forecasted large air carrier aircraft. This Project will be funded by FAA Grant #73 at 90% FAA and 10% City/Airport, with a future companion grant for $1,231,294.

City Manager's Office

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF $4,344,835.00 FOR THE MAF RECONSTRUCT ASPHALT AIR CARRIER APRON PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING AND TRANSFERRING FUNDS FOR SAID PROJECT

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids for the MAF Reconstruct Asphalt Air Carrier Apron Project at the Midland International Air & Space Port; and

WHEREAS, the City received one (1) responsive bids, with said bid being submitted by Boler Equipment Service, Inc., for a total cost of $4,344,835.00 for said project; and

WHEREAS, the City Council finds the price proposed by Boler Equipment Service, Inc., for said project to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to award a contract to Boler Equipment Service, Inc., for said project and to appropriate necessary funds;

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

SECTION ONE. That the City Manager, or his designee, and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Boler Equipment Service, Inc., in the amount of $4,344,835.00 for the MAF Reconstruct Asphalt Air Carrier Apron Project at Midland International Air & Space Port. Said contract shall be 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 $2,218,964.00 shall be appropriated and transferred from the Airport Operating Unappropriated Fund Balance and transferred to the MAF Reconstruct Asphalt Air Carrier Apron Project (#900393) and that the sum of $3,747,375.00 shall be appropriated from the Airport Construction Fund Unappropriated Fund Balance and transferred to the MAF Reconstruct Asphalt Air Carrier Apron Project

(#900393).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc., pursuant to the terms of said contract from funds available in the above-referenced projects 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., 2024, 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:

_____
Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

_____

John Ohnemiller, City Attorney

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Reconstruct Asphalt Air Carrier Apron

Midland, Texas

FAA AIP No.: 3-48-0150-069-2022

Midland International Air & Space Port

March | 2024

Parkhill Project #01618922

PACKET 11.7 August 27, 2024

Parkhill

PROJECT MANUAL – ISSUE FOR BID

MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF)

Reconstruct Asphalt Air Carrier Apron

Midland, Texas

FAA AIP No.: 3-48-0150-069-2022

Midland International Air & Space Port

PARKHILL SMITH & COOPER, INC. F-560
STATE OF TEXAS
LAWRENCE G. BELL
80564
LICENSED PROFESSIONAL ENGINEER
03/25/2024

March | 2024

Parkhill Project #01618922

PACKET 11.8 August 27, 2024

Parkhill

ADDENDUM NO. 01	
	TO: All Planholders
	FROM: Larry Bell, PE
	PROJECT NAME: MAF Reconstruct Asphalt Air Carrier Apron
	PROJECT NO.: 01618922
	DATE: March 26, 2024

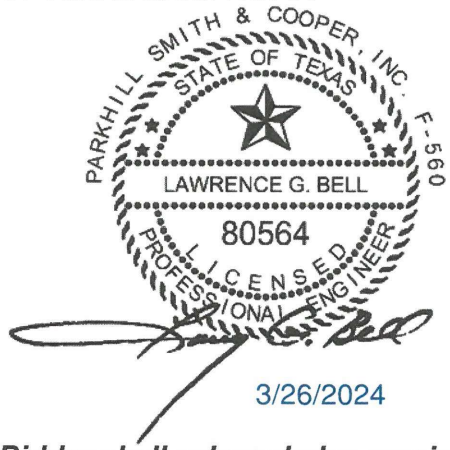
Attention all Prospective Proposers/Planholders: The following are modifications to referenced Drawings and Project Manual. This Addendum becomes a part of Contract Documents and modifies original Contract Documents dated March 25, 2024, as noted herein:

This Addendum consists of Summary, Advertisement, and Instructions to Bidders.

I. CHANGE TO ADVERTISEMENT:
   1. Revise Bid Opening to occur 2:30 pm CST, Thursday, May 2, 2024.

II. CHANGE TO INSTRUCTIONS TO BIDDERS:
   1. Page IB-2, Article IB-9 PREBID CONFERENCE:
      a. Revise Prebid Conference to occur 1:30 pm CST, Tuesday, April 9, 2024.

END OF ADDENDUM NO. 01



Respectfully submitted,

PARKHILL

By: _____

Bidder shall acknowledge receipt of this addendum below and on Bid Proposal. Attach entire addendum to Bid Proposal submission.

ACKNOWLEDGED:

Boler Equipment Service, Inc.

By: _____

Parkhill

ADDENDUM NO. 02	
	TO: All Planholders
	FROM: Larry Bell, PE
	PROJECT NAME: MAF Reconstruct Asphalt Air Carrier Apron
	PROJECT NO.: 01618922
	DATE: April 18, 2024

Attention all Prospective Proposers/Planholders: The following are modifications to referenced Drawings and Project Manual. This Addendum becomes a part of Contract Documents and modifies original Contract Documents dated March 25, 2024, as noted herein:

Addendum includes Summary, Proposal, Special Provisions, Item C-105 Mobilization, Item C-501 Cement Concrete Pavement, Drawing Nos. G-011 and C-106, as well as Prebid Meeting Minutes and Sign-in Sheet.

I. CHANGES TO FRONT ENDS SPECIFICATIONS:

1. PROPOSAL
   a. Replace in its entirety with the enclosed.
   b. Change includes revising Bid Item 3, C-105 Contractor Mobilization from 8% to 10%.
2. SPECIAL PROVISIONS
   a. Replace it its entirety with the enclosed.
   b. Modify Article SP-3 Time and Order of Completion, paragraph 7, to include badging narrative as follows:
      1) Contractor shall complete Phase 2 within 60 consecutive calendar days after completion of Phase 1. During Phase 2, as indicated on Phasing Plan, Contractor shall maintain two haul traffic guards, "*who are to be badged,*" required to be present…

II. CHANGES TO TECHNICAL SPECIFICATIONS:

1. ITEM C-105 MOBILIZATION
   a. Replace section in its entirety with the enclosed.
   b. Change includes revising:
      1) Article 105-2 Mobilization Unit to read: "Mobilization shall be limited to 10 percent of the total Project cost."
      2) Article 105-6 to read:
         "Payment will be made under:
         Item C-105 Mobilization 10 percent, complete, per Lump Sum."
2. ITEM C-501 CEMENT CONCRETE PAVEMENT
   a. Replace section in its entirety with the enclosed:
   b. Change includes revising Article 501-2.2, "Cement. ASTM C150, Portland Cement, Types I or II, or ASTM C595, Portland-Limestone Cement, Type IL."

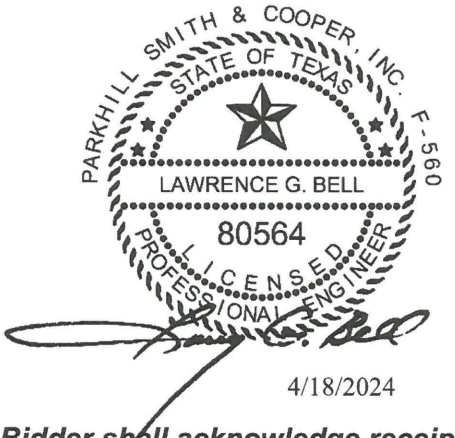
III. CHANGES TO DRAWINGS:

1. G-011
   a. Replace sheet in its entirety with the enclosed.
   b. Changes show lights on tall barricades and clarify end-to-end barricade placement for tall and low barricades
2. C-106
   a. Replace sheet in its entirety with the enclosed.
   b. Changes clarify required vacuum truck potholing of Oncor primary.

IV. CLARIFICATIONS:

1. As noted on enclosed:
   a. Prebid Meeting Minutes
   b. Prebid Meeting Sign-In Sheet

END OF ADDENDUM NO. 02



Respectfully submitted,

PARKHILL

By: _____

Bidder shall acknowledge receipt of this addendum below and on Bid Proposal. Attach entire addendum to Bid Proposal submission.

ACKNOWLEDGED:

Boler Equipment Service, Inc.

By: _____

Parkhill

PREBID MEETING MINUTES

PROJECT NAME: MAF Reconstruct Asphalt Air Carrier Apron

PARKHILL PROJECT NO.: 01618922

DATE: April 9, 2024 **TIME:** 1:30 pm

LOCATION: MAF Conference Room

ATTACHMENTS: Sign-In Sheet

I. ATTENDANCE: Please sign in.

II. INTRODUCTIONS

A. OWNER (City of Midland)
9506 La Force Blvd, Midland Texas 79701
   i. Justine Ruff, Director of Airports
   jruff@midlandtexas.gov
   ii. Nicholas Krakovec, Operations Supervisor
   nkrakovec@midlandtexas.gov

B. ENGINEER (Parkhill)
   i. Danny Winchester, PE, Project Manager
   1700 West Wall Street, Suite 100, Midland Texas 79701
   432.697.1447
   dwinchester@parkhill.com
   ii. Larry Bell, PE, Project Engineer
   1700 West Wall Street, Suite 100, Midland Texas 79701
   432.697.1447
   lbell@parkhill.com
   iii. Larry Castleman, CET, Assistant Engineer
   4222 85th Street, Lubbock Texas 79423
   806.473.2200
   lcastleman@parkhill.com

III. SECTION A – ADVERTISEMENT FOR BIDS

A. BID OPENING DATE & TIME:
   i. Date & Time: May 2, 2024, 2:30pm CST (via Addendum No. 01)
   ii. Location: City Secretary's Office, City Hall
   iii. DBE Goal: 9.8%
   iv. Minimum Wage Rates as established by DOL

IV. SECTION IB – INSTRUCTIONS TO BIDDERS

A. BID REQUIREMENTS & PREPARATIONS OF BIDS
   i. Contractor's Proposal
      a. All pricing items must be completed or bid will be rejected.
      b. Bid must have an original signature or it will be rejected.
      c. Bid form shall not be changed or altered in any manner or bid will be rejected.
      d. Any addenda issued up to Bid Opening date must be acknowledged on page C-5 of Bid Form or bid will be rejected.
   ii. Bid Security
      a. A 5% security will be submitted with bid and based on maximum amount of bid.

b. Security must be in the form of a cashier's or certified check, bond, or combination of the two provided it equals 5%.
c. Bonds must have an original signature with an attached power of attorney.
d. Securities including cashier's checks will not be returned until bid is fully let. This can take up to 90 days.

iii. Financial Statement
a. Include with Bid in a separate sealed envelope.
b. TxDOT prequalification acceptable.

V. EXPERIENCE RECORD

A. Form must be completed in its entirety.

VI. EQUIPMENT SCHEDULE

A. Form must be completed in its entirety.

VII. MAF BIDDER INFORMATION SHEET

A. Form must be completed in its entirety.

VIII. DBE INFORMATION

A. DBE Form 1 Utilization and DBE Form 2 Letter of Intent to be completed and submitted with Proposal.
B. DBE Form 2 does not require DBE firm signature at time of Proposal. Successful Bidder/Offeror will be required to complete DBE Form 2 within five days of bid opening.

IX. FAA-Requested Contract Provisions

A. Buy American Form
B. Certification of Tax Delinquency and Felony Convictions

X. ENGINEER'S OVERVIEW

A. PROJECT SUMMARY:
i. Time of Completion
a. 300 consecutive Calendar Days.
b. Phase 2: 60 days per full discussion in SP-3, Pg SP-2 and PROJECT PHASING item herein.
ii. Scope: Project is divided into two phases to maintain Airline access to two Terminal Gates:
a. Remove asphaltic surfacing, base, and subgrade in preparation for two new pavement section thicknesses. Also remove two irregular concrete panels in Phase 1; preserve existing base under these.
b. Install new concrete pavement sections (air carrier strength and non-air carrier). New pavement sections contain asphaltic base with intent to reduce construction time.
c. Remove existing striping from existing Gate 1A concrete that remains.
d. Adjust existing handhole per plans. See Article XI.F - Special Items and Construction, herein.
e. Complete striping per each phase. Phase 2 striping will restripe over existing Gate 1 stripes.

B. PROJECT PHASING (see Special Provisions SP-3 and Sheets G008-G011:
    A. Project is divided into two phases to maintain Airline access to two Terminal Gates:
        a. Phase 1, Airlines use jetway Gates 1 & 2.
        b. Phase 2, Airlines use jetway Gate 2 and ground-load Gate 1A.
    B. Contractor shall thoroughly review SPECIAL PROVISIONS, SP-3 Time and Order of Completion (page SP-2), for phasing constraints and requirements discussion, and Sheets G-009 through G-011, C-103, and C-501.
    C. Green jointing phase line location on Sheet C-103 facilitates Phase 1 overbuild of air-carrier pavement layers underlying the Phase 1 P-501 14-inch concrete. Also see Sheet C-501 General Notes, for related discussion.
    D. Switchover time from Phase 1 to 2 is slated at a maximum of three days to close Gate 1, reset barricades, move staging area, and prepare/clean Phase 1 fully for airline use of Gate 1A including pedestrian ground load walkway path. (During this maximum three-day switchover, airlines will only have use of Gate 2.)
    E. Contractor shall especially review SPECIAL PROVISIONS, SP-3 Time and Order of Completion (page SP-2), and Sheets G-010 and G-011 for Phase 2 requirements discussing and illustrating Contractor Traffic Guards located east of Gate 1A. [*During Phase 2*], Contractor's haul traffic guards must coordinate with Airline ramp personnel "wing walkers" who will accompany aircraft entering and leaving Gate 1A during Phase 2. During Phase 2, airline ramp personnel have authority to direct haul road closure and closure time period to safely move aircraft into and out of Gate 1A. Airline ramp personnel shall have traffic closure "right-of-way" during Phase 2.
    F. Phase 2 work is set to be a maximum of 60 days to limit the time airlines must rely on ground-load Gate 1A, and Contractor must have Traffic Guards in place.

C. PLANS AND SPECIFICATIONS
    i. All questions concerning documents will be directed to Engineer's office, addressed to Debbie German, via email at dgerman@parkhill.com. Do not address any questions to Owner during bid stage.
    ii. Planholders must call or email Parkhill to register as a Bidder and guarantee accurate communication, including distribution of Addenda.

D. ADDENDA
    i. Address questions regarding any addenda issued to this point.
    ii. Deadline for submitting questions will be by close of business, April 26, 2024.
    iii. Addenda will be issued no later than April 30, 2024.
    iv. Items discussed in today's Prebid Meeting will be issued to all registered Planholders through an Addendum issued by Engineer.

XI. OTHER PERTINENT ITEMS

A. ENTRY/STAGING AREAS
   i. Staging area(s) inside airfield secure area will be coordinated with MAF.
   ii. Access gate for Contractor to enter secure area will be Gate NV1 per Sheets G009 and G010.
   iii. Contractor shall keep access routes clean.
   iv. Contractor will be responsible for controlling access of workers through designated access gate.

B. SAFETY/SECURITY
   i. Per SP-5 and CSPP, badging is required for supervisors. Process includes a background check and security class. There must always be a badged contractor representative at each work zone. It is recommended to allow a 30-day lead time to obtain badges.
   ii. Contractor shall install barricades for safety and guidance of vehicular traffic on the airfield perimeter road when affected by this Project.
   iii. Security measures may change during Project based on security levels imposed by FAA.

C. TESTING
   i. All material approval during submittals at cost of and by Contractor.
   ii. Passing material acceptance tests during construction of improvements for in-place material performed by third-party laboratory provided by Owner and at cost of Owner.
   iii. RPR by Nathan Morrow.
   iv. Failing material acceptance tests at cost of Contractor.

D. LINES AND GRADES
   i. See SP-10. Engineer will provide Contractor with horizontal control points and benchmark for vertical control.
   ii. Contractor will be responsible for all construction staking and laying out of Work beyond noted item.

E. EXISTING UTILITY PRESERVATION AND LOCATES
   i. Existing utilities are located within Project area, with known utilities shown in approximate locations on Sheets C101 and C106. In addition to standard 811 locates, Contractor shall vacuum truck pot-hole the sheet C106 – Oncor underground primary in three locations prior to construction to verify its location and depth within work area. The utilities that remain are located in the thinner west pavement section as noted on Sheet C106.

F. SPECIAL ITEMS AND CONSTRUCTION
   i. Contractor's attention is directed to special tall barricades that will separate work area from adjacent active aircraft. These barricades are shown on Sheet C-111 and will consist of water-filled Jersey barriers with 5-foot chain link fence sections above, and screen fabric covers the chain link. There will also be other locations where standard low-profile airport barricades are shown in plans.
   ii. Contractor's attention is directed to Sheet C504 Utility Details which shows adjusting a junction box/handhole to new grade. Sheet C103 also shows this detail located within the overall concrete pavement jointing plan.

XII. Questions

A. *Do Phase 2 haul traffic guards have to be badged?*
   i. **Yes, both guards shall be badged.**
   ii. **Special Provisions will be revised to clarify this.**

B. *If concrete pump is used, will special on-site requirements be applicable?*
   i. **Yes, concrete pump highest boom area will need a red light.**

C. *Availability of ASTM C150 Ty 1 and 2 has become practically unavailable in the market. Will other types of cement be acceptable on this Project?*
   i. **Parkhill will investigate and issue technical specification changes if needed.**

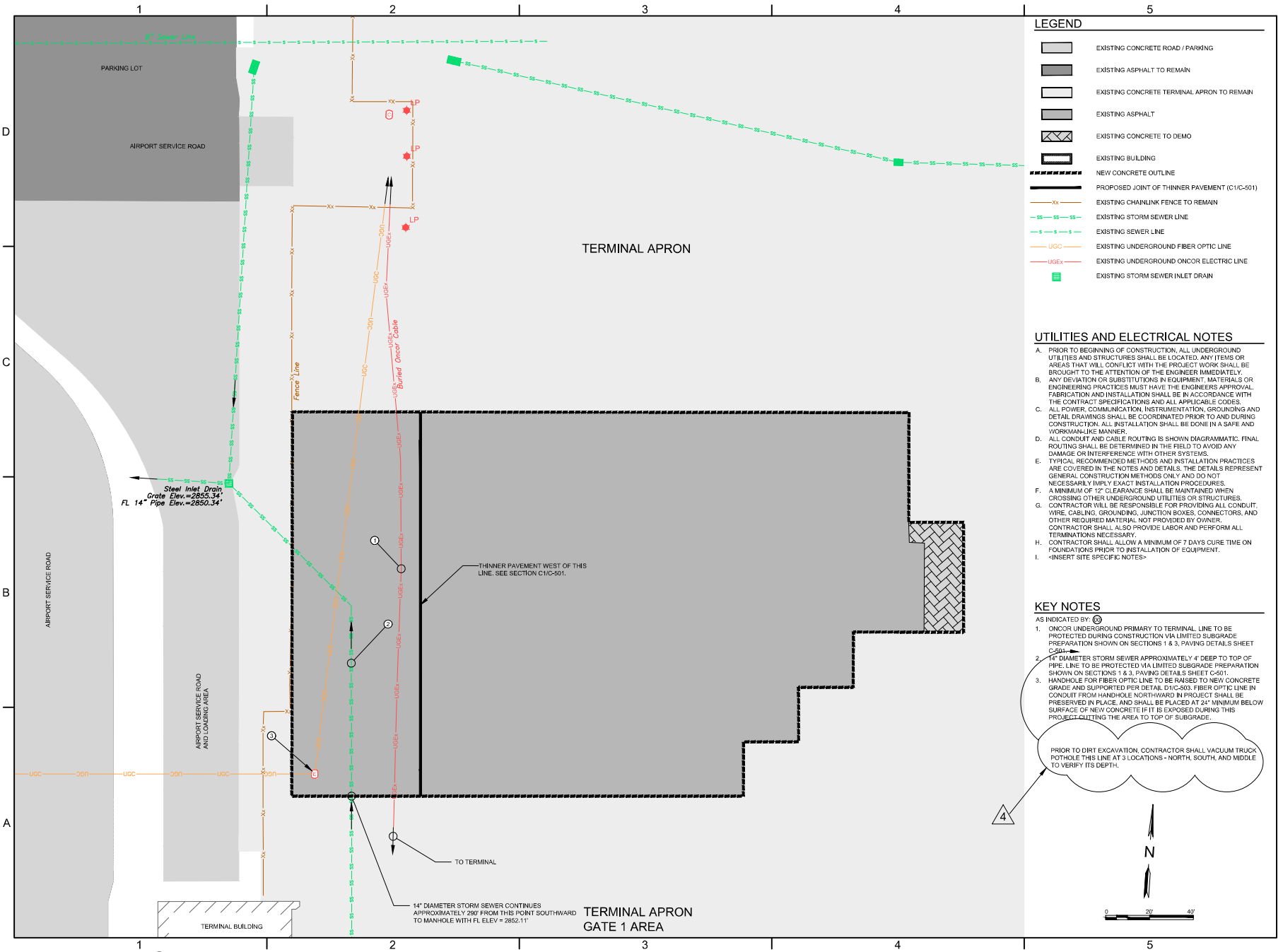
XIII. Close of Meeting

Parkhill

PREBID ATTENDANCE

PROJECT NAME: MAF Reconstruct Asphalt Air Carrier Apron
PROJECT NO.: 01618922
DATE: April 9, 2024
TIME: 1:30pm
LOCATION: MAF Conference Room

PRESENT	NAME	ORGANIZATION	PHONE	EMAIL
✓	Larry Bell	Parkhill	(432) 697-1447	lbell@parkhill.com
✓	Mark Haugeland	Boler	806-891-3706	
✓	Kylee McClendon	Boler	432.694.0660	Kylee@boler.net
	Greg Boler	Boler	432.694.0660	bids@boler.net
✓	Jadan Geddis	J.C. Roberts	432-580-6161	estimating@ JC Roberts Construction.com
✓	John Darnell	ONYX	432-638-8431	John @ onyxcontractors.com
✓	Andrew Terry	Onyx	325-450-1896	andrew.t@onyxcontractors.com
✓	Danny Winchester	Parkhill	432-697-1447	dwinchester@parkhill.com
✓	Nick Krakover	DOA	432-560-2200	nkrakover@midlandtexas.gov
✓	David Hopkins	Troy Vines	432-556-4855	David. Hopkins@ Troy Vines.com
✓	Justine Ruff	DOA	432-560-2200	jruff@midlandtexas.gov
✓	Cody Chitty	Jones Bros	added by LGB	



LEGEND

- EXISTING CONCRETE ROAD / PARKING
- EXISTING ASPHALT TO REMAIN
- EXISTING CONCRETE TERMINAL APRON TO REMAIN
- EXISTING ASPHALT
- EXISTING CONCRETE TO DEMO
- EXISTING BUILDING
- NEW CONCRETE OUTLINE
- PROPOSED JOINT OF THINNER PAVEMENT (C1/C-501)
- EXISTING CHAINLINK FENCE TO REMAIN
- EXISTING STORM SEWER LINE
- EXISTING SEWER LINE
- EXISTING UNDERGROUND FIBER OPTIC LINE
- EXISTING UNDERGROUND ONCOR ELECTRIC LINE
- EXISTING STORM SEWER INLET DRAIN

UTILITIES AND ELECTRICAL NOTES

A. PRIOR TO BEGINNING OF CONSTRUCTION, ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE LOCATED. ANY ITEMS OR AREAS THAT WILL CONFLICT WITH THE PROJECT WORK SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
B. ANY DEVIATION OR SUBSTITUTIONS IN EQUIPMENT, MATERIALS OR ENGINEERING PRACTICES MUST HAVE THE ENGINEERS APPROVAL. FABRICATION AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS AND ALL APPLICABLE CODES.
C. ALL POWER, COMMUNICATION, INSTRUMENTATION, GROUNDING AND DETAIL DRAWINGS SHALL BE COORDINATED PRIOR TO AND DURING CONSTRUCTION. ALL INSTALLATION SHALL BE DONE IN A SAFE AND WORKMAN-LIKE MANNER.
D. ALL CONDUIT AND CABLE ROUTING IS SHOWN DIAGRAMMATIC. FINAL ROUTING SHALL BE DETERMINED IN THE FIELD TO AVOID ANY DAMAGE OR INTERFERENCE WITH OTHER SYSTEMS.
E. TYPICAL RECOMMENDED METHODS AND INSTALLATION PRACTICES ARE COVERED IN THE NOTES AND DETAILS. THE DETAILS REPRESENT GENERAL CONSTRUCTION METHODS ONLY AND DO NOT NECESSARILY IMPLY EXACT INSTALLATION PROCEDURES.
F. A MINIMUM OF 12" CLEARANCE SHALL BE MAINTAINED WHEN CROSSING OTHER UNDERGROUND UTILITIES OR STRUCTURES.
G. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL CONDUIT, WIRE, CABLING, GROUNDING, JUNCTION BOXES, CONNECTORS, AND OTHER REQUIRED MATERIAL NOT PROVIDED BY OWNER. CONTRACTOR SHALL ALSO PROVIDE LABOR AND PERFORM ALL TERMINATIONS NECESSARY.
H. CONTRACTOR SHALL ALLOW A MINIMUM OF 7 DAYS CURE TIME ON FOUNDATIONS PRIOR TO INSTALLATION OF EQUIPMENT.
I. <INSERT SITE SPECIFIC NOTES>

KEY NOTES

AS INDICATED BY: (X)

1. ONCOR UNDERGROUND PRIMARY TO TERMINAL. LINE TO BE PROTECTED DURING CONSTRUCTION VIA LIMITED SUBGRADE PREPARATION SHOWN ON SECTIONS 1 & 3, PAVING DETAILS SHEET C-501.
2. 14" DIAMETER STORM SEWER APPROXIMATELY 4' DEEP TO TOP OF PIPE. LINE TO BE PROTECTED VIA LIMITED SUBGRADE PREPARATION SHOWN ON SECTIONS 1 & 3, PAVING DETAILS SHEET C-501.
3. HANDHOLE FOR FIBER OPTIC LINE TO BE RAISED TO NEW CONCRETE GRADE AND SUPPORTED PER DETAIL D1/C-503. FIBER OPTIC LINE IN CONDUIT FROM HANDHOLE NORTHWARD IN PROJECT SHALL BE PRESERVED IN PLACE, AND SHALL BE PLACED AT 24" MINIMUM BELOW SURFACE OF NEW CONCRETE IF IT IS EXPOSED DURING THIS PROJECT CUTTING THE AREA TO TOP OF SUBGRADE.

Parkhill

LAWRENCE G. BELL
80564
04/18/2024

Parkhill.com

Midland International Air & Space Port

Reconstruct Asphalt Air Carrier Apron

Midland International Air & Space Port

CLIENT
City of Midland
Midland International Air & Space Port
9506 La Force Blvd.
Midland, Texas

PROJECT NO.
01.6189.22

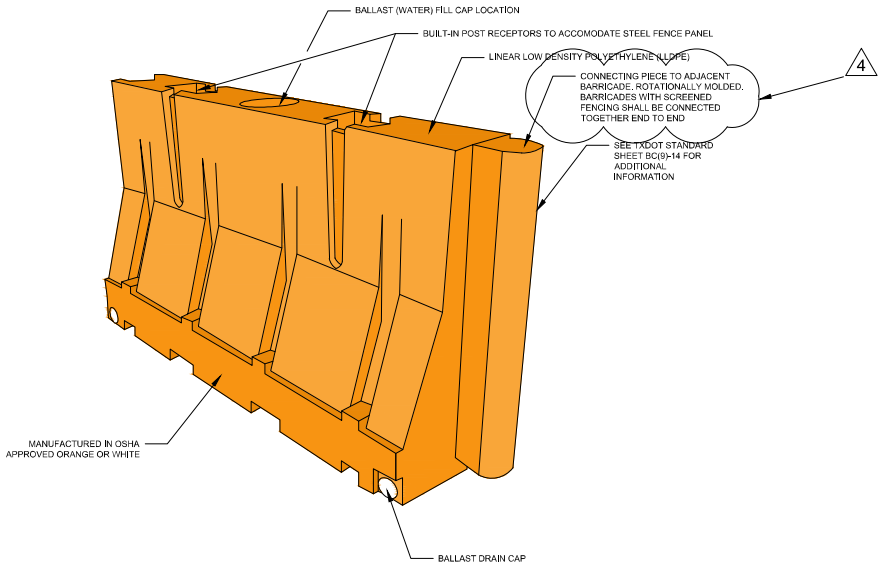
#	DATE	DESCRIPTION
4	04/18/2024	Adden. 2
3	03/25/2024	Issue for Bid
2	04/11/2023	Final Design
1	12/07/2022	Preliminary Design

Existing Utilities And Work

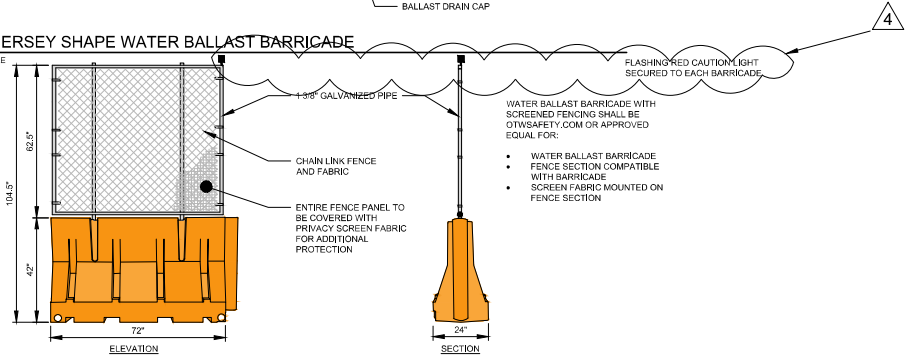
C-106

FILE NAME: A:\2022\6189.22\03_DSGN\01_DWG\0060_CIVIL\C-106-6189-Addend2.dwg LAYOUT NAME: C-106 PRINTED: Wednesday, April 17, 2024 - 3:34pm USER: LCastleman

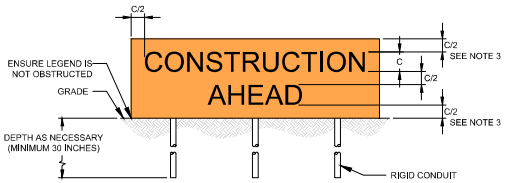
PACKET 11.18 August 27, 2024



C1 42" JERSEY SHAPE WATER BALLAST BARRICADE
NO SCALE



B1 JERSEY BARRICADE WITH SCREENED FENCING ABOVE
NO SCALE



NOTES:
1. TEMPORARY SIGNS SHALL MEET FULL REQUIREMENTS OF AC 150/5345-44 AND FAA ENGINEERING BRIEF (EB) NO.93.
2. OFFSET FROM CORRESPONDING TAXIWAY PAVEMENT EDGE SHALL BE IN ACCORDANCE WITH TABLE 1-1 FROM FAA AC 150/5340-18. SIGN IS TO BE CONSIDERED "SIZE 2".
3. CHARACTER HEIGHT (C) SHALL BE 6" PER SECTION 7.1 OF EB NO.93.
4. SIGNS SHALL MEET MODE 1 CRITERIA PER SECTION 1.2.5 AND 3.2.4.6 OF AC 150/5345-44.
5. SIGNS SHALL MEET THE REQUIREMENTS OF SECTION 3.2.6.2 OF AC 150/5345-44.
6. SIGNS SHALL NOT HAVE AN INSTALLED HEIGHT EXCEEDING 36".
7. SIGNS TO BE MOUNTED AS GRADE OR AS CLOSE TO GRADE AS POSSIBLE. CONTRACTOR WILL BE REQUIRED TO PROVIDE FRANGIBLE SUPPORTS PER AC 150/5345-44.

A1 "CONSTRUCTION AHEAD" SIGN
NO SCALE

GENERAL SAFETY NOTES

A. THE CONTRACTOR SHALL MAKE HIS OWN PROVISIONS FOR WATER, ELECTRICAL, NATURAL GAS AND OTHER REQUIREMENTS AND SHALL PAY FOR WATER, ELECTRICITY, GAS OR FUEL CONSUMED DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL CONSTRUCT HIS OWN SERVICE LINES AND SUCH CONSTRUCTION SHALL BE STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND LAWS.

B. HAUL ROUTES SHALL NOT BE ALONG OR ACROSS ANY PAVED AIRPORT STREET, ROAD, APRON, TAXIWAY OR RUNWAY WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM THE ENGINEER AND THE AIRPORT MANAGER. ANY DAMAGE INCURRED BY THE CONTRACTORS EQUIPMENT SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR AND AS REQUIRED BY THE ENGINEER AND THE AIRPORT MANAGER. THE CONTRACTOR SHALL MAINTAIN THE PAVED SURFACES, RUNWAYS, TAXIWAYS, APRONS AND ROADWAYS WHICH ARE ALLOWED TO BE USED AS HAULING ROUTES OR ACCESS ROUTES TO THE SITE IN A CLEAN CONDITION SUITABLE FOR THE USE AS DETERMINED BY THE ENGINEER AND THE AIRPORT MANAGER.

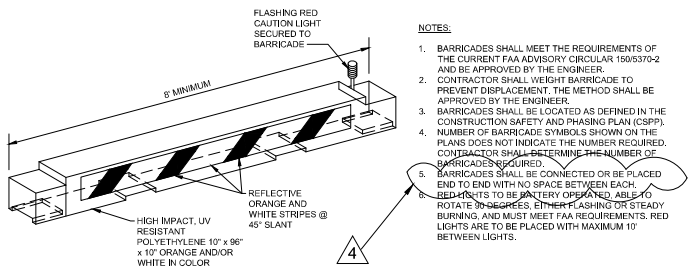
C. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, SIGNS, DANGER SIGNALS AND LIGHTS FOR THE PROTECTION OF THE WORK AND SAFETY OF THE PUBLIC FOR BOTH LAND AND AIR TRAFFIC SUITABLE WARNING SIGNS AND BARRICADES SHALL BE ILLUMINATED AT NIGHT BY ACCEPTABLE LIGHT UNITS.

D. THE CONTRACTOR SHALL SCHEDULE HIS WORK 72 HOURS IN ADVANCE OF ACTUAL OPERATIONS AND SHALL KEEP THE ENGINEER AND AIRPORT MANAGER ADVISED OF THE SCHEDULE SO THAT CLOSE COORDINATION CAN BE MAINTAINED BY THE AIRPORT USERS AND OTHER CONTRACTORS. AT LEAST (14) FOURTEEN DAY NOTICE WILL BE REQUIRED BEFORE CLOSING ANY PART OF A TAXIWAY, APRON, RUNWAY. NOTICE TO AIRMEN REQUIRED FOR VARIOUS CONSTRUCTION OPERATIONS WILL BE FILED BY THE AIRPORT MANAGER.

E. THE CONTRACTOR SHALL EXERT EVERY EFFORT TO MAINTAIN THE SAFETY OF THE AIRCRAFT TRAFFIC AND THE GENERAL PUBLIC, AND SHALL ACQUAINT HIMSELF WITH THE RULES AND REGULATIONS CONCERNING AIRCRAFT TRAFFIC SAFETY. THE REQUIREMENTS OF THE FAA ADVISORY CIRCULAR 150/5370-2F, OR CURRENT VERSION, OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION WILL BE MAINTAINED. VIOLATIONS OF THE SAFETY RULES BY THE CONTRACTORS WORKMEN SHALL RESULT IN THE DISCHARGE OF SUCH MEN IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. CONTINUED VIOLATION OF THE SAFETY RULES AND REGULATIONS BY THE CONTRACTOR AFTER HAVING BEEN NOTIFIED OF SUCH VIOLATIONS BY THE ENGINEER, SHALL CONSTITUTE GROUNDS FOR SUSPENDING THE CONTRACTORS OPERATIONS UNTIL STEPS ARE TAKEN THAT WILL ENSURE A SAFE OPERATION.

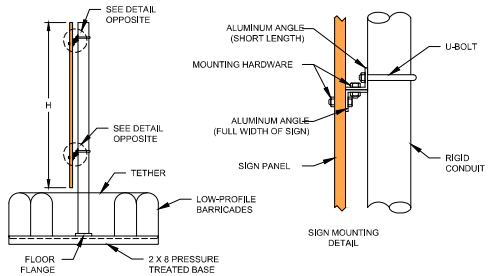
F. CONSTRUCTION ACTIVITIES WITHIN TAXIWAY OR APRON SAFETY AREAS WHEN THE TAXIWAY OR APRON IS OPEN TO AIRCRAFT TRAFFIC SHALL BEGIN ONLY AFTER THE APPROVAL OF THE ENGINEER AND EQUIPMENT AND MATERIAL SHALL BE MAINTAINED. EXCAVATIONS, DITCHES, TRENCHES OR OTHER CONDITIONS SHALL BE CONSPICUOUSLY MARKED AND LIGHTED AS SPECIFIED.

G. THE CONTRACTOR SHALL MINIMIZE AS MUCH AS POSSIBLE THE POTENTIAL DAMAGE TO THE CONTRACTORS ACCESS ROUTE. ANY DAMAGE TO THE ACCESS ROUTE BY THE CONTRACTOR WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.



NOTES:
1. BARRICADES SHALL MEET THE REQUIREMENTS OF THE CURRENT FAA ADVISORY CIRCULAR 150/5370-2 AND BE APPROVED BY THE ENGINEER.
2. CONTRACTOR SHALL WEIGHT BARRICADE TO PREVENT DISPLACEMENT. THE METHOD SHALL BE APPROVED BY THE ENGINEER.
3. BARRICADES SHALL BE LOCATED AS DEFINED IN THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).
4. NUMBER OF BARRICADE SYMBOLS SHOWN ON THE PLANS DOES NOT INDICATE THE NUMBER REQUIRED. CONTRACTOR SHALL DETERMINE THE NUMBER OF BARRICADES REQUIRED.
5. BARRICADES SHALL BE CONNECTED OR BE PLACED END TO END WITH NO SPACE BETWEEN EACH.
6. RED LIGHTS TO BE BATTERY OPERATED, ABLE TO ROTATE 360 DEGREES, EITHER FLASHING OR STEADY BURNING, AND MUST MEET FAA REQUIREMENTS. RED LIGHTS ARE TO BE PLACED WITH MAXIMUM 10' BETWEEN LIGHTS.

B4 LOW PROFILE AIRCRAFT BARRICADE
NO SCALE



A4 SIGN SECURED BY LOW PROFILE BARRICADES
NO SCALE

Parkhill

LAWRENCE G. BELL
80564
04/18/2024

Parkhill.com

Midland International Air & Space Port
Reconstruct Asphalt Air Carrier Apron

Midland International Air & Space Port

CLIENT
City of Midland
Midland International Air & Space Port
9506 La Force Blvd.
Midland, Texas

PROJECT NO.
01.6189.22

#	DATE	DESCRIPTION
4	04/18/2024	Addm. 2
3	03/25/2024	Issue for Bid
2	04/11/2023	Final Design
1	12/07/2022	Preliminary Design

Construction Safety & Phasing Plan Details

G-011

FILE NAME: A:\2022\6189.22\03_DSGN\01_DWG\010_GEN\G-011-6189.dwg LAYOUT NAME: G-011 PRINTED: Wednesday, April 17, 2024 - 3:18pm USER: LCastleman

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ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

Sealed proposals addressed to the City Secretary will be received at the office of the City Secretary, City Hall, Midland, Texas until 2:30 p.m., Thursday, ~~April 18, 2024~~May 2, 2024, for furnishing all necessary materials, machinery, equipment, superintendence, and labor for constructing certain improvements at Midland International Air & Space Port (MAF), Midland, Texas. These improvements are contained in Plans and Specifications entitled, "Midland International Air & Space Port, Reconstruct Asphalt Air Carrier Apron," dated March 2024.

Immediately following the closing time for receipt of Bids/Proposals will be publicly opened and read aloud. Any Bid received after closing time will be returned unopened.

Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work items may be generally described as remove existing asphalt pavement and replace with concrete pavement.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for MAF, Midland, Texas.

A Bid Proposal guaranty is to accompany the Bid, thereby guaranteeing the good faith of the Bidder and that Bidder will enter the written contract. The guaranty is to amount to 5 percent of the total Bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or a Bid Bond.

Bidders are expected to inspect site of Work and inform themselves regarding all local conditions.

In all areas of employment, women will be afforded equal opportunity for employment. Employment of women shall not diminish the standards or requirements for employment of minorities.

This Project is subject to Minority Business Enterprise Contract Provisions, Foreign Trade Restrictions, Federal Debarment and Suspension, Drug-free Workplace, and other requirements stated in the Instructions to Bidders and other Sections of Project Specifications and Contract Documents.

Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have maximum opportunity to participate in performance of contracts financed in whole or in part with Federal funds.

Buy American Provision. Proposed contract is subject to the Buy American Provision under Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990. Details of such requirement are contained in Specifications.

MAF treats Bidder/Offer compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of MAF to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying requirements of this bid Specification. These requirements apply to all Bidders/Offerors, including those who qualify as a DBE. DBE contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet contract goal for DBE participation in performance of this contract.

Successful Bidder/Offeror will be required to submit the following information:

(1) names and addresses of DBE firms that will participate in Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation of each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation submits to meet contract goal;
(5) written confirmation from DBE of participation in Contract as provided in commitment made under (4); and
(6) if contract goal is not met, evidence of good faith efforts.

Successful Bidder or Offeror must provide written confirmation of participation from each DBE firm the Bidder/Offeror lists in their commitment. Bidder/Offeror must submit DBE written confirmation of participation within five days of receiving Owner notice to successful Bidder.

Information for Bidders, Proposal forms, Specifications, and Plans are on file in the office of the Director of Airports, MAF.

Downloaded documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering as a Plan Holder with Parkhill via https://parkhill.com/projects-for-bid/ or by contacting Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

CITY OF MIDLAND, TEXAS
Marcia Bentley-German, City Secretary

INSTRUCTIONS TO BIDDERS

IB-1. BID FORMS

Bid shall be submitted on Proposal form in the bound Specifications.

In addition to the completed Proposals, bid forms shall include Bid Security, Financial Statement, and other specified documents. Failure to submit a complete Bid as specified will be considered as sufficient cause for rejection of the Bid.

IB-2. PREPARATION OF PROPOSALS

All blanks in the forms shall be filled in or marked "N.A." (Not Applicable) and all required information shall be included with Proposals. Bid prices shall be written in ink. Receipt of all addenda issued shall be acknowledged in the space provided on the addendum. Each addendum received and the Bid Security shall be enclosed with Proposal. Proposal and accompanying documents shall be enclosed in a sealed envelope, addressed to the City Secretary, 300 N. Loraine, Midland, Texas 79701, marked "MAF Reconstruct Asphalt Carrier Apron" with name and address of Bidder also shown thereon. **If Sealed Bid is sent in a mailing envelope, outside of mailing envelope must also have same marking visible.**

IB-3. EXPERIENCE RECORD AND FINANCIAL STATEMENT

Experience Record included herein, shall be filled in, showing completed jobs, of a similar nature to the one covered by Proposal, and work in progress with contract and bond amounts and percent complete.

A sworn statement of the current financial condition of Bidder shall also be enclosed with Proposal, to provide Owner with information relative to the responsibility of bidders and their ability to finance and construct the Work. This statement shall be enclosed with Proposal in a separate envelope and will be returned to Bidder upon return of his Bid Security.

TxDOT prequalification can be submitted in lieu of a financial statement with bids; however, financial information may be required of the apparent low Bidder.

IB-4. BID SECURITY

Each proposal must be accompanied by a Bid Bond, Certified Check, or cash in the amount of not less than 5 percent of the maximum bid submitted, payable without recourse to the City of Midland, Texas. If a Bid Bond is submitted as Bid Security, it shall be executed by an approved surety company authorized to do business in the State of Texas and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Such Bid Security shall be so conditioned if Bidder is awarded Contract and unable or fails to furnish Performance and Payment Bonds and execute Contract within 10 days after date of award, Security shall revert to Owner as compensation for damages which Owner suffers because of such failure by Bidder.

IB-5. PERFORMANCE AND PAYMENT BONDS

With execution and delivery of the Contract Documents, Contractor shall furnish, on the forms provided herein, bonds, as required by the General Conditions, of 100 percent of the total contract price, executed by an approved surety company authorized to do business in the State of Texas, and accepted according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States of America. Performance and Payment Bonds submitted shall be in compliance with Chapter 2253 of the Texas Government Code.

IB-6. INTERPRETATION OF BIDS

No Bid will be considered which fails to supply all information indicated, or which has any limitation or provisions placed upon it by Bidder. In case of a difference between the written words and the figures in Proposal, amount stated in written words will be considered as bid price, without recourse on the part of Contractor. In case of ambiguity or lack of clearness in Proposal, Owner will adopt the most advantageous construction thereof or reject the Bid. Owner reserves the right to accept or reject any or all Bids, if it is deemed to be in the best interest of the public. Further, Owner reserves the right to reject any Bids because of irregularity or to waive such irregularity if such action is in the public interest.

IB-7. DISPOSITION OF BIDS

Owner expects to make award of the Contracts as soon as possible after the opening of bids, but specifically reserves the right to hold all Proposals for a period not to exceed 90 days, before making an award. No Proposal, having been opened, may be withdrawn prior to expiration of this 90-day period. Bid Security of all but the successful Bidder will be returned upon making an award.

Contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Advertisement for Bidders and the Instructions to Bidders.

IB-8. EXAMINATION OF SITE, PLANS, AND SPECIFICATIONS

Before submitting Proposal, each Bidder shall have made a thorough examination of the site of Work and of the Plans and Specifications and shall become informed as to the location and nature of the proposed construction, labor conditions and all other matters that may affect the cost and time of completion of the Work upon which he bids. Bidders shall make such investigations of the nature of the Project as deemed necessary and shall assume all responsibility for fully informing themselves of the character of materials which will be encountered. Submission of a Proposal shall be prima facie evidence that Bidder has made such an examination. Contact Steve Hirst, Airport Facilities Manager (432.560.2200), to schedule a site examination visit.

IB-9. PREBID CONFERENCE

A prebid conference will be held at ~~10:00 a.m., Tuesday, April 2, 2024~~ 1:30 pm CST, Tuesday, April 9, 2024, in the Conference Room at Midland International Air & Space Port (MAF). At this time, all interested bidders will be requested to appear and present any questions they may have pertaining to this Project. All Bidders are urged to attend prebid conference because they will be charged with notice of the matters discussed therein. Attendance to the prebid conference is NOT mandatory.

IB-10. INTERPRETATION OF SPECIFICATIONS PRIOR TO BIDDING

Any questions arising during the advertising period as to the meaning or intent of the Specifications will be answered by an addendum which will be sent to all who have placed a deposit and/or furnished Plans and Contract Documents issued by Parkhill. Engineer shall receive requests for clarifications to Specifications and Plans at least 3 days prior to the date for receipt of bids.

Receipt of each addendum shall be acknowledged by Bidder in the space provided and each addendum shall be enclosed with Proposal when it is submitted. All addenda shall become a part of these Contract Documents.

IB-11. AVAILABILITY OF PLANS

A. For Bidders

All parties with an interest in the type of Work included in the Project covered by these documents, shall be given a reasonable opportunity to examine the documents and prepare a bid or sub-bid. Documents may be examined without charge as noted in the Notice to Bidders.

Downloadable documents (PDF file extension format) can be obtained from the Parkhill Info Exchange website after registering as a Plan Holder with Parkhill via https://parkhill.com/projects-for-bid/ or through Debbie German, Project Coordinator, at dagerman@parkhill.com. No cost or deposit required for downloaded documents.

B. For Contractor

Contractor will be furnished five sets of Specifications and Plans for his use during construction. This shall include all Plans and Specifications furnished to material suppliers and subcontractors but does not include the executed contract copies. Plans and Specifications for use during construction will be furnished directly only to Contractor. Contractor shall then distribute copies of Plans and Specifications to suppliers, subcontractors, or others, as required for proper execution of the Work.

Should additional sets of documents be desired, they may be purchased, by Contractor only, at the following prices, exclusive of postage or freight charges:

Plans and Specifications are $150.00 per set.

IB-12. SPECIAL PROVISIONS

Attention of Bidders is directed to SPECIAL PROVISIONS included in these documents for requirements concerning Scope of Work, labor, insurance, and similar subjects.

IB-13. PLANT LOCATION AND STORAGE AREA

Contractors bidding on the Work included in this Contract who desire to locate a material storage area or other similar facility on the airport property may secure such site, buildings, or areas by direct negotiation with the Director of Airports, MAF, Midland, Texas. An area located adjacent to the Project area will be identified as available for use by Contractor for staging and material storage.

IB-14. WITHDRAWAL OF PROPOSALS

Any Bidder, upon his or his authorized representative's written request, will be given permission to withdraw his Proposal not later than the time set for opening thereof. At the time of opening of Proposals, when such Proposal is reached, it will be returned to him unread.

IB-15. DISQUALIFICATION OF BIDDERS

Any one or more of the following causes may be considered as sufficient for the disqualification of bidder and the rejection of his bid or bids:

More than one Proposal for the same work from an individual firm, partnership, or corporation under the same or different name.

Evidence of collusion among bidders. Participants in such collusion may not receive recognition as Bidders for any future work.

Unbalanced Proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by Proposal.

Lack of competency as revealed by the financial statement submitted.

Lack of responsibility as shown by past work judged from workmanship and progress standpoints.

Uncompleted Work which, in the judgment of Owner, might hinder or prevent the prompt completion of additional Work if awarded.

For being in arrears on existing contracts, in litigation with Owner, or having defaulted on a previous contract.

IB-16. MATERIAL GUARANTY

Before any contract is awarded, Bidder may be required to furnish a complete statement of origin, composition, or manufacture of any or all materials proposed to be used in the construction of the work, together with samples, which may be subjected to the tests provided for in these Specifications to determine their quality and fitness for the Work.

IB-17. DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS

It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, Bidder will be required to conform to the DBE requirements of 49 CFR Part 26.

IB-18. WAIVER

BY SUBMITTING A BID, EACH BIDDER AGREES TO AND DOES HEREBY WAIVE ANY CLAIM BIDDER HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND CITY EMPLOYEES, AGENTS, AND OFFICERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

1. ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY REQUIREMENT UNDER BID DOCUMENTS OR CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; AND
4. AWARD OF CONTRACT.

BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AN UNDERSTANDING OF ALL BIDDING DOCUMENT TERMS AND CONSENTS TO BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS/IS NO DISPARITY OF BARGAINING POWER BETWEEN BIDDER AND THE CITY OF MIDLAND, TEXAS.

BIDDER AGREES THIS IS THE INTENTIONAL RELINQUISHMENT OF THE LISTED PRESENTLY EXISTING KNOWN RIGHTS.

IB-19. WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS/MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO 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, CONTRACTOR AGREES TO ABANDON, WAIVE, AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT WAS/IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR.

THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

BID BOND

THE STATE OF TEXAS)

SURETY'S NO. RCB0021055

COUNTY OF MIDLAND)

KNOWN ALL MEN BY THESE PRESENTS, THAT Boler Equipment Service, Inc. (hereinafter called "Principal"), as Principal, and RLI Insurance Company (hereinafter called "Surety"), as Surety, are held and firmly bound unto the City of Midland, a home rule municipal corporation of Midland County (hereinafter called "Obligee"), in the amount of Five Percent of The Greatest Amount Bid DOLLARS ($5%GAB), for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, and successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal submitted a Bid or Proposal to enter a certain written contract with Obligee to perform all work associated with the Reconstruct Asphalt Air Carrier Apron Project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, if said Principal shall faithfully, enter such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED if said Principal should withdraw its Bid any time after such Bid is opened and before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, Obligee, in either of such events, shall be entitled and hereby given the right to collect this Bid Bond as liquidated damages.

PROVIDED further if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument, this day of May, 2024.

Jessica Ervin-Battles
Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D

Midland, TX 79705

Greg Boler

By Greg Boler

Address 4611 Sinclair Ave.

Midland, TX 79707

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of September, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 19th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
CATHERINE D. GEIGER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
December 05, 2026

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of May, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick Corporate Secretary

PROPOSAL

TO: The Mayor and City Council
City of Midland
Midland, Texas

Date: 05.02.2000

Gentlemen:

Pursuant to foregoing Notice to Bidders, undersigned Bidder hereby proposes to do all Work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and anything necessary to complete all Work bid, as provided by attached Specifications and shown on Plans, and is bound to acceptance of this Proposal to execute Contract and Bonds per accompanying forms, performing and completing Work within time stated, and furnishing all required guarantees, for the following prices to-wit:

RECONSTRUCT ASPHALT AIR CARRIER APRON

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
1	1 LS	Item C-100, Contractor Quality Control Program, complete, per lump sum: Two Hundred Fifty Thousand Dollars and no Cents ($ 250,000.00)	$ 250,000.00
2	1 LS	Item C-102, Temporary Air and Water Pollution, Soil Erosion and Siltation Control, complete, per lump sum: Fifty Thousand Dollars and no Cents ($ 50,000.00)	$ 50,000.00
3	1 LS	Item C-105, Contractor Mobilization, ~~8~~ 10 percent, complete, per lump sum: Three Hundred Ninety Four Thousand Nine Hundred Eighty Five Dollars and no Cents ($ 394,985.00)	$ 394,985.00
4	1 LS	Barricading, Signage, and Traffic Control, complete, per lump sum: Two Hundred Thousand Dollars and no Cents ($ 200,000.00)	$ 200,000.00
5	5,180 SY	Item P-101-5.1a, Remove existing asphaltic pavements, complete, per square yard: Sixty Dollars and no Cents ($ 60.00)	$ 310,800.00

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
6	105 SY	Item P-101-5.1b, Remove existing concrete pavements, complete, per square yard: Five Hundred Dollars and no Cents ($ 500.00)	$ 52,500.00
7	2,185 CY	Item P-152-4.1, Embankment in place, complete, per cubic yard: One Hundred Ten Dollars and no Cents ($ 110.00)	$ 240,350.00
8	1,570 GAL	Item P-602-5.1, Emulsified Asphalt Prime Coat, complete, per gallon: Ten Dollars and no Cents ($ 10.00)	$ 15,700.00
9	2,800 GAL	Item P-603-5.1, Emulsified Asphalt Tack Coat, complete, per gallon: Eight Dollars and no Cents ($ 8.00)	$ 22,400.00
10	2,400 TON	Item P-403-8.1, Asphalt Base Course, 10 inches thick, 3 inch max lifts, complete, per ton: Three Hundred and Five Dollars and no Cents ($ 305.00)	$ 732,000.00
11	280 TON	Item P-403-8.2, Asphalt Base Course, 4 inches thick, 2 inch lifts, complete, per ton: Three Hundred and Five Dollars and no Cents ($ 305.00)	$ 85,400.00
12	4,125 SY	Item P-501-8.1a, Concrete Pavement, 14 inches thick with reinforcing and all appurtenances, complete, per square yard: Three Hundred Forty Six Dollars and no Cents ($ 346.00)	$ 1,427,250.00

Item	Quantity Unit	Description of Item and Unit Prices	Total Amount
13	1,160 SY	Item P-501-8.1b, Concrete Pavement, 10 inches thick with reinforcing and all appurtenances, complete, per square yard: Three Hundred Forty Dollars and no Cents ($ 340.00)	$ 394,400.00
14	5,210 LF	Item P-605-5.1, Joint sealing filler, including sawing and all appurtenances, complete, per linear foot: Four Dollars and Fifty Cents ($ 4.50)	$ 23,445.00
15	3,250 SF	Item P-620-5.1b, Marking, including reflective media per specification, complete, per square foot: Twelve Dollars and Fifty Cents ($ 12.50)	$ 40,625.00
16	720 SF	Item P-620-5.1d, Marking removal., complete, per square foot: Twenty Six Dollars and no Cents ($ 26.00)	$ 18,720.00
17	5,180 SY	Item MC, Nonwoven Geotextile Interlayer, complete including anchors, per square yard: Seven Dollars and no Cents ($ 7.00)	$ 36,260.00
18	1 LS	Item MC, Miscellaneous Construction, adjust handhole to grade with new lid and all appurtenances, complete, per lump sum: Fifty Thousand Dollars and no Cents ($ 50,000.00)	$50,000.00
		TOTAL BID	$4,344,835.00

Bidder shall be required to issue a resale certificate on such materials in lieu of paying sales tax on such materials at time of purchase. The City will provide successful Bidder with a sales tax exemption certificate for such materials.

Undersigned Bidder hereby confirms he has visited the Site of the Work and has carefully examined Plans, Specifications, and Contract Documents pertaining to Work covered by this Bid, and prices bid herein are based on minimum wage rates included in Specifications.

Bidder certifies, by submission of this Proposal or acceptance of this Contract, neither Bidder nor Bidder's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. Bidder further agrees by submitting this Proposal, Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

Contractor or subcontractor, by submission of offer/execution of a contract, certifies it:

a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
b. has not knowingly entered into any contract or subcontract for this Project with a Contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
c. has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to Contractor or subcontractor who is unable to certify to the above. If Contractor knowingly procures or subcontracts for supply of any product or service of a foreign country on said list for use on Project, the Federal Aviation Administration may direct, through the sponsor, cancellation of Contract at no cost to the Government.

Further, Contractor agrees if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower-tier subcontracts. Contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

Contractor shall provide immediate written notice to sponsor if Contractor learns its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Subcontractor agrees to provide immediate written notice to Contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If later determined Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records to render, in good faith, certification required by this provision. Knowledge and information of a contractor is not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and making of a false, fictitious, or fraudulent certification may render maker subject to prosecution under Title 18, United States Code, Section 1001.

Bidder hereby agrees to commence work under this Contract within 10 days of a date specified in written "Notice to Proceed" and to complete work within the consecutive calendar day framework noted in Contract. Bidder further agrees to pay as liquidated damages, the sum of $ 1,000.00 for each consecutive calendar day beyond each phase of days allowed as hereinafter provided in Article 32 of the General Conditions.

Bidder acknowledges receipt of the following addendum: 1 and 2

Enclosed with this Proposal is a Cashier's or Certified Check for

Two Hundred Seventeen Thousand Two Hundred Forty One Dollars and Seventy Five Cents Dollars ($ 217,241.75)

or, a Proposal Bond in the sum of 5 percent of Greatest Amount Bid Dollars ($ 5 percent of Greatest Bid), which it is agreed shall be collected and retained by Owner as liquidated damages in the event the Proposal is accepted by the Owner within 90 days after date advertised for the reception of bids and undersigned fails to execute Contract or required bonds with Owner, under conditions hereof, within 10 days after date said proposal is accepted; otherwise, said check or bond shall be returned to undersigned upon demand.

Boler Equipment Service, Inc.
Contractor

(Seal if Bidder is a Corporation)

By

4611 Sinclair Ave Midland, Texas 79707
Address

NOTE: Complete all blanks in this and accompanying forms and include proper Bid Security.

CONTRACT

STATE OF TEXAS

COUNTY OF MIDLAND

THIS CONTRACT made and entered into this 27th day of August 2024, by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation (***Owner***), and **Boler Equipment Service, Inc.**, (***Contractor***).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by Owner, and under the conditions expressed in the bond bearing even date herewith, Contractor hereby agrees to commence and complete the construction of items of work included in this Project, which are described as remove existing asphalt pavement and replace with concrete pavement.

Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port.

These improvements are shown on the Plans and Specifications entitled "Reconstruct Asphalt Air Carrier Apron" dated March 2024. The Plans and Specifications are hereby incorporated herein by reference for all legal purposes and shall apply to this Contract as if fully set forth herein.

This Contract shall include all extra work in connection therewith. All Work performed hereunder shall be in accordance with those certain General Conditions and Special Provisions, which are attached hereto and hereby incorporated herein by referenced for all legal purposes and shall apply to this Contract as if fully set forth herein. Contractor shall, at Contractor's own proper cost and expense, furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete said construction, in accordance with conditions and prices stated in Proposal attached hereto, and in accordance with all General Conditions and Special Provisions, and in accordance with plans, which includes all maps, plats, blueprints, and other Drawings and printed or written explanatory matter thereof, and Specifications therefor, as prepared by Parkhill (***Engineer***), each of which has been identified by endorsement of Contractor and Engineer thereon, together with Contractor's written Proposal, and General Conditions and Special Provisions, and Performance Bond and Payment Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire agreement between the parties hereof.

Contractor hereby agrees to commence work under this Contract within 10 days of a date to be specified in written "Notice to Proceed" and to complete Work under Base Bid identified on Plans within 300 calendar days from "Notice to Proceed."

Contractor further agrees to pay as liquidated damages the sum of one thousand dollars ($1,000) for each consecutive calendar day beyond days allowed as hereinafter provided in Article 32 of the General Conditions.

Owner agrees to pay Contractor from current funds for performance of this Contract in accordance with Proposal submitted therefor, subject to additions and deductions, as provided in Specifications, and to make payments on account thereof as provided therein.

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY WAIVE ANY CLAIM CONTRACTOR HAS OR MAY HAVE AGAINST THE CITY OF MIDLAND, TEXAS, AND PARKHILL, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT, OR CONSTRUCTION, INTERPRETATION OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, *ET SEQ*., AS AMENDED), CONTRACTOR AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT.

By execution of this Contract, Contractor hereby represents and warrants to the City of Midland, Texas, that Contractor has read and understood the Contract.

This Contract shall be governed by laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with this contract shall lie exclusively in Midland County, Texas. All payments and performance under or connected to this contract shall be deemed to have occurred exclusively in Midland County, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

OWNER:

CITY OF MIDLAND, TEXAS

By_____
Lori Blong, Mayor

ATTEST:

By_____
Marcia Bentley-German, City Secretary

CONTRACTOR: _____

By_____
Signature

Name, Title: _____
Print

Complete Address:

_____

_____

STATE OF _____

COUNTY OF _____

Before me, _____, on this day, personally
Notary

appeared, _____ (Name of Signer), who

□ is known to me

□ proved to me on the oath of _____
Witness

□ proved to me through _____
Document Description

to be the person whose name is subscribed herein and acknowledged to me execution of the same for purposes and consideration herein expressed.

Given under my hand and seal of office this

_____ day of _____, A.D., _____.
Day Month Year

Notary Seal

_____
Signature of Notary Officer

PERFORMANCE BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, Boler Equipment Service, Inc. of the City of Midland, County of Midland, and State of Texas, as Principal, and _____ _____ hereinafter called "Surety," are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of four million, three-hundred forty-four thousand, eight-hundred thirty-five DOLLARS, ($4,344,835.00) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, and successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered a certain written contract with the Owner-Obligee, dated the 27th day of August 2024, to the Reconstruct Asphalt Air Carrier Apron for the Midland International Air & Space Port, Midland, Texas specifically including in the Scope of this Work and Bond, additional maintenance guaranty provisions set forth in Contract conditions, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied 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, if said Principal shall faithfully perform Work in accordance with Plans, Specifications, Instructions to Bidders, General and Special Conditions, and other Contract Documents, including any addendums thereto, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED further if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDED further this Performance Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees no change, extension of time, alteration, or addition to terms of the Contract, or to the Work performed thereunder, or Plans, Specifications or Drawings accompanying the same, or any assignment of the Contract as may be provided for in Instructions to Bidders, shall in any way 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 thereunder.

IN WITNESS WHEREOF said Principal and Surety have signed and sealed this instrument, this ___ day of _____ 2024.

_____	_____
Contractor	Surety
By _____	By _____
	(Title)

NOTE: If signed by an officer of Surety Company, there must be on file a certified extract from by-laws showing this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

PAYMENT BOND
SUBMITTED IN COMPLIANCE WITH CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE

STATE OF TEXAS §

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS: That we, Boler Equipment Service, Inc. of the City of Midland, County of Midland, and State of Texas, as Principal, and _____ _____ hereinafter called "Surety," are held and firmly bound unto the City of Midland, Texas, a home rule municipal corporation of Midland County, Texas, (hereinafter called the City-Obligee), in the penal sum of four million, three-hundred forty-four thousand, eight-hundred thirty-five DOLLARS, ($4,344,835.00) lawful money of the United States, well and truly to be paid to the City of Midland, Texas, for payment whereof said Principal and Surety bind themselves and their heirs, administrators, executors, and successors, and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered a certain written contract with the Owner-Obligee, dated the 27th day of August 2024, to the Reconstruct Asphalt Air Carrier Apron for the Midland International Air & Space Port, Midland, Texas specifically including in the Scope of this Work and Bond, additional maintenance guaranty provisions set forth in Contract conditions, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied 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 if 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, to remain in full force and effect.

PROVIDED further if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

PROVIDE further this Payment Bond is submitted in compliance with Chapter 2253 of the Texas Government Code.

Surety, for value received, stipulates and agrees no change, extension of time, alteration, or addition to terms of this Contract, or to Work performed thereunder, or Plans, Specifications, or Drawings accompanying the same, or any assignment of Contract as may be provided in Instructions to Bidders, shall in any way affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration, or addition to terms of the Contract, assignment thereof, or to work to be performed thereunder.

WITNESS our hands this the _____ day of _____ 2024.

_____	_____
Contractor	Surety
By_____	By _____
	(Title)

NOTE: If signed by an officer of Surety Company, there must be on file a certified extract from by-laws showing this person has authority to sign such obligation. If signed by an Attorney in Fact, Owner must be furnished with a copy of Power of Attorney for their files.

CERTIFICATE OF INSURANCE

TO: CITY OF MIDLAND
MIDLAND INTERNATIONAL AIR & SPACE PORT
MIDLAND, TEXAS

Date _____

Type of Project: Reconstruct Asphalt Air Carrier Apron

THIS IS TO CERTIFY THAT _____
(Name of Insured)

is, at the date of this certificate, insured by this Company with respect to business operations hereinafter described, for types of Insurance and in accordance with provisions of standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE				
Policy No	Effective	Expires	Limits of Liability	
Workmen's Compensation		Public		
1 person	$_____	Liability		
1 accident	$_____	Contingent		
1 person	$_____	Liability		
1 accident	$_____			
Property Damage				
Builder's Risk				
Automobile				
Other				

SAMPLE ONLY
SUCCESSFUL
CONTRACTOR
SHALL PROVIDE
CERTIFICATE FROM
INSURANCE
HIS CARRIER

Foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Description of Operations Covered:_____

The noted policies either in the body thereof or by appropriate endorsement provide they may not be changed or cancelled by insurer in less than the legal time required after insured receives written notice of such change or cancellation, or, in case there is no legal requirement, in less than five days after insured receives such written notice.

SEND EIGHT COPIES OF THIS
CERTIFICATE TO OWNER

_____
(Name of Insurer)

By _____

Title _____

Phone _____

NOTE: Name CITY OF MIDLAND and PARKHILL as additional insureds on required insurance policies.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Ervin-Battles	
ERVIN INS AGENCY 3100 North A Street Bldg D Midland, TX 79705 License #:	PHONE (A/C, No, Ext): (432)682-3717	FAX (A/C, No):
	E-MAIL ADDRESS: jessica@ervinins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mid-Continent Casualty	23418
INSURED Boler Equipment Service PO Box 80428 Midland, TX 79708	INSURER B : Liberty Mutual Insurance Company	23043
	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1101224	7/13/2023	7/13/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 5,000,000
							PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2024	3/2/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	04XS229878	7/13/2023	7/13/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001118970	7/13/2023	7/13/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine-Rented Equipment			04CIM35636	7/13/2023	7/13/2024		$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Install New Gas Pumps, Tanks, Piping and Canopies. Installation of Underground Utilities. PARKHILL SMITH & COOPER is listed as an Additional Insured, on a claims occurred basis, on all policies listed above. The Insured and Insuror hereby waive all rights of subrogation with respect to claims against PARKHILL SMITH & COOPER, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER

PARKHILL SMITH & COOPER
1700 W. Wall Street, Suite 100
Midland, TX 79701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa Ervin

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2024

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PRODUCER	CONTACT NAME: Jessica Ervin-Battles	
ERVIN INS AGENCY 3100 North A Street Bldg D Midland, TX 79705 License #:	PHONE (A/C, No, Ext): (432)682-3717	FAX (A/C, No):
	E-MAIL ADDRESS: jessica@ervinins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mid-Continent Casualty	23418
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Boler Equipment Service PO Box 80428 Midland, TX 79708	INSURER C : Texas Mutual Insurance Company	22945
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	04GL1101224	7/13/2023	7/13/2024	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	0
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	5,000,000
							PRODUCTS - COMP/OP AGG	$	5,000,000
								$	
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAS60891370	3/2/2024	3/2/2025	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	04XS229878	7/13/2023	7/13/2024	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	0001118970	7/13/2023	7/13/2024	[X] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Inland Marine-Rented Equipment			04CIM35636	7/13/2023	7/13/2024			$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Install New Gas Pumps, Tanks, Piping, and Canopies. Installation of Underground Utilities.
The City of Midland is listed as an Additional Insurend, on a claims occurred basis, on all policies listed aboce. The insured and insuror 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 captioned above.

CERTIFICATE HOLDER

City of Midland
PO Box 1152
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa Ervin

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EXPERIENCE RECORD

List of Projects, like that covered by Proposal, Bidder successfully completed:

Amount of Contract Award	Type of Work	Date Completed	Name and Address of Owner
$605,000.00	Dirt and Concrete Work	June 2015	MAF - Runway P Pad and Anchor Owner - COM 300 N. Loraine St. Midland, TX 79701
$$372,018.00	Concrete Storm Drain and Railroad Demo	August 2018	MAF Business Park Roadway Improvements Owner - COM 300 N. Loraine St. Midland, TX 79701
$224,175.00		March 2019	MAF LAV Disposal, Entry Gate, Driveways, Concrete Mods Owner - COM 300 N. Loraine St. Midland, TX 79701
$610,000.00	New Fuel Facility and Asphalt Paving	May 2020	Basin Aviation Owner - COM 300 N. Loraine St. Midland, TX 79701
$872,310.00	Concrete and Joint Selant	April 2022	MAF Concrete Apron Rehab - Owner COM 300 N. Loraine St. Midland, TX 79701

List of Projects Bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Percent Completed	Name and Address of Owner
$1,966,463.57	Paving	85%	COMPASS (03) - Owner: City of Midland 300 N Loraine St. Midland, Texas 79701.
$1,013,857.00	Paving	75%	Full Depth Reconstruction Paving Project - Owner: City of Midland 300 N Loraine St. Midland, Texas 79701.
$2,682,941.08	Paving	0%	COMPASS 2023 - Owner: City of Midland 300 N Loraine St. Midland, Texas 79701
$848,123.00	Storm Drain	0%	North Fairgrounds Road Loop 250 - Owner: City of Midland 300 N Loraine St. Midland, Texas 79701.
$1,095.600.00	Storm Drain	90%	Wadley Ave. Extension Project - Owner: City of Midland 300 N Loraine St. Midland, Texas 79701.
$881,719.00	Storm Drain	98%	TXDOT 0229-04-060 - Owner: TXDOT 3901 W Hwy 80 E, Odessa, Texas 79761
$684,234.00	Storm Drain	97%	TXDOT 2906-01-006 - Owner: TXDOT 3901 W Hwy 80 E, Odessa, Texas 79761
$1,698,086.50	Basin Improvements	70%	MAF Wildlife Basin Improvements - Owner: City of Midland 300 N. Loraine St. Midland, Texas 79701

List of Surety Bonds in force on uncompleted work:

Amount of Contract Award	Amount of Bond	Name of Surety Company
$1,966,464.00	$98,323.18	RLI Insurance Company
$1,932,184.00	$96,609.20	RLI Insurance Company
$1,619,813.00	$80,990.65	RLI Insurance Company
$1,698,087.00	$84,904.35	RLI Insurance Company
$4,403,596.00	$220,179.80	RLI Insurance Company

Boler Equipment Service, Inc.
Bidder

Print Name: Greg Boler

4611 Sinclair Ave Midland, Texas 79707
Business Address

TXDOT VENDOR NUMBER: 17680

EQUIPMENT SCHEDULE

Bidder should list major equipment available and serviceable for use on this Work.

CAT 938 Loader

CAT 349 Excavator

CAT 336 Excavator

CAT 563 Compaction Roller

CAT D5 Dozer

CAT 259 Skid Steer

4000 GAL Water Truck

CAT 160M Motor Grader

Portion of Work Bidder proposes to sublet, if any:

Barricading, Sinage, and Traffic Control, Asphalt work, Marking and Marking Removal, Concrete

Dated this 2nd day of May, 2024.

By Greg Boler -

Title Vice President

CONTRACT ASSURANCE

Contractor will ensure the following clause is placed in every DOT-assisted contract and subcontract:

Contractor or subcontractor shall not discriminate based on race, color, national origin, or sex in performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in award and administration of DOT-assisted contracts. Failure by Contractor to carry out requirements is a material breach of this Contract which may result in termination of this Contract or such other remedy as recipient deems appropriate. This may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying Contractor from future bidding as non-responsible.

PROMPT PAYMENT

Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of contract no later than 30 working days from receipt of each payment Prime Contractor receives from the City of Midland. Prime Contractor agrees further to return retainage payments to each subcontractor within 30 working days after subcontractor's work is satisfactorily completed. Any delay or postponement of payment from above referenced time frame may occur only for good cause following written approval of the City of Midland. The clause applies to both DBE and non-DBE subcontractors.

For purposes of this section, a subcontractor's work is satisfactorily completed when all tasks called for in subcontract have been accomplished and documented as required by the City of Midland. When the City of Midland makes an incremental acceptance of a portion of a Prime Contract, work of a subcontractor covered by that acceptance is deemed satisfactorily completed.

Contractor will not be reimbursed for Work performed by subcontractors unless and until Contractor ensures subcontractors are promptly paid for Work, they have performed.

Contractor failure to comply with requirements of DBE Plan shall constitute a material breach of this Contract. In such a case, the City of Midland reserves the right to terminate Contract; to deduct amount of DBE goal not accomplished by DBE from money due or to become due Contractor, not as a penalty but as liquidated damages to the City of Midland or such other remedy/remedies as the City of Midland deems appropriate.

CITY OF MIDLAND DEPARTMENT OF AIRPORTS
DBE POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Midland, Owner, and Operator of Midland International Air & Space Port, herein referred to as MAF, established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. MAF received Federal financial assistance from the Department of Transportation and as a condition of receiving this assistance, MAF signed an assurance to comply with 49 CFR Part 26.

It is the MAF policy to ensure DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy to:

1. ensure nondiscrimination in award and administration of DOT-assisted contracts;
2. create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. ensure DBE Program is narrowly tailored in accordance with applicable law;
4. ensure only firms who fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. help remove barriers to participation of DBEs in DOT-assisted contracts; and
6. assist development of firms that can successfully compete in the marketplace outside the DBE program.

An MAF staff person has been delegated as the DBE Liaison Officer. In that capacity, appointed staff is responsible for implementing all DBE program aspects. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by MAF in financial assistance agreements with the Department of Transportation.

MAF disseminated this policy statement to the City Council of the City of Midland, Texas, and all components of the organization. We distributed this statement to DBE and non-DBE business communities who perform Work for us on DOT-assisted contracts. This is accomplished via inclusion in all our Bid Documents.

Justine Ruff, Director of Airports

Section 26.37 Monitoring Responsibilities

MONITORING PAYMENTS TO DBEs AND NON-DBEs

MAF undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished as follows:

1. Prime Contractors must submit monthly proof of prompt payment to Airport.
2. DBELO will monitor prompt payment to subcontractors via review of cancelled checks and/or accounts payable ledgers submitted with monthly reports.
3. DBELO will verify checks payable to subcontractors are dated within prompt payment period.
4. DBELO may also contact DBE subcontractors by phone/email to confirm receipt of payment within prompt payment period.

Airport requires prime contractors to maintain records/documents of payment to subcontractors, including DBEs, for a minimum of three years unless otherwise provided by applicable record retention requirements for Airport financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the MAF or DOT. This reporting requirement extends to all DBE and non-DBE subcontractors.

INFORMATION TO BE SUBMITTED (26.53(B)):

MAF treats Bidder/Offeror compliance with good faith effort requirements as a matter of responsiveness.

Requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is MAF policy to practice nondiscrimination based on race, color, sex, or national origin in award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit Bids/Proposals. Award of this Contract will be conditioned upon satisfying Bid Specification requirements applying to all Bidders/Offerors, including those who qualify as a DBE. A DBE Contract goal of 9.8 percent has been established for this Contract. Bidder/Offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the Contract goal for DBE participation in performance of this Contract.

Types of actions to support good faith efforts at meeting Contract goal for DBE participation (not intended as an all-inclusive list and other methods by Bidder may be relevant in documenting good faith effort:

1. Have DBE subcontractors attend Prebid Meeting
2. Documentation of notices sent to potential DBE subcontractors requesting interest in bidding.
3. Documentation of emails sent to potential DBE subcontractors requesting interest in bidding.
4. Documentation (dates and times) of phone calls made to potential DBE subcontractors informing them of the Project and soliciting an interest in bidding. This should include follow-up calls to support aggressively attempting to obtain DBE participation.

Good faith effort documentation must be included with Proposal submitted.

TO INCLUDE WITH PROPOSAL:

Bidder/Offeror shall include with their proposal:

1. Form 1: Disadvantaged Business Enterprise (DBE) Utilization, (signed by Bidder/Offeror);
2. Form 2: Letter of Intent (for each DBE firm). Note: *DBE firm signature not required at time of proposal submission*; and
3. Completed Bidder Information Sheet.

UPON AWARD OF CONTRACT:

Successful Bidder/Offeror will be required to submit the following information within 5 days of Bid Opening:

(1) names and addresses of DBE firms who will participate in the Contract;
(2) description of work each DBE firm will perform;
(3) dollar amount of participation for each DBE firm participating;
(4) written documentation of Bidder/Offeror commitment to use a DBE subcontractor whose participation meets Contract goal;
(5) written confirmation from DBE of Contract participation as provided in commitment made under (4); and
(6) upon unmet Contract goal, evidence of good faith efforts. Successful Bidder/Offeror must submit DBE written confirmation of participation within five days after Bid Opening.

Midland International Air & Space Port

To all Bidders for AIP-funded projects for Midland International Air & Space Port (MAF):

Any company desiring to submit a bid on an AIP grant project for MAF, must complete a Bidder Information Sheet that includes:

- Name of Firm;
- Address of Firm;
- Age of Firm;
- If Firm is a certified Disadvantaged Business Enterprise (DBE); and
- Amount of annual gross receipts.

Before Contract is awarded, companies must also submit Demonstration of Good Faith Efforts, Form 1: DBE Utilization, and Form 2: Letter of Intent for each DBE subcontractor. If DBE goal percentage is met, complete one Form 1 and a separate Form 2 for each DBE subcontractor. If not met, complete Form 1 and submit documentation of Good Faith Efforts (see 49 CFR Part 26, Appendix A) to support percentage accomplished.

Upon Airport acceptance of bid, submit the following information to MAF Disadvantage Business Enterprises Liaison Officer (DBELO) before Project starts:

- Commitments made to all subcontractors (DBE/non-DBE): MAF Form 2: Letter of Intent or TxDOT Form 4901; and
- Proof of DBE certification of all DBE subcontractors.

Once Project starts, submit monthly to the DBELO a Monthly Progress Report (MAF form or TxDOT Forms 4903 or 4904) of actual dollar amount paid to DBE subcontractors.

Call 432.560.2200 for questions. Thank you for your time and consideration regarding this matter.

Sincerely,

MAF, Liaison Officer
Disadvantage Business Enterprise

Encl

FORMS 1 AND 2: DEMONSTRATION OF GOOD FAITH EFFORTS

Form 1: Disadvantaged Business Enterprise (DBE) Utilization

Undersigned Bidder/Offeror has satisfied bid specification requirements as follows:

☐ Bidder/Offeror met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract.

☒ Bidder/Offeror has not met DBE contract goal:

Bidder/Offeror is committed to a minimum of 9.8% DBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Legal name of Bidder/Offeror's firm: Boler Equipment Service, Inc.

Bidder/Offeror Representative: Boler Equipment Service, Inc. - Greg Boler

Name/Title: Greg Boler - Vice President

Signature

5.02.2024
Date

Campaign: 11007372

Hearst Community Media Group

Midland Reporter-Telegram

15 Smith Road, Suite 1004, Midland, TX 79705

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

On Behalf of:
BOLER EQUIPMENT SERVICE INC
4611 SINCLAIR AVE
MIDLAND, TX 79707

STATE OF TEXAS COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers II, LLC – dba: Midland Reporter-Telegram, a newspaper published in Midland County, Texas and generally circulated in the Counties of: Midland, Ector, Howard, Crane, Glasscock, Martin, Upton, and Andrews Counties and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to:

Legal Notices

as published in the issue(s) of:

Customer ID	Customer	Campaign ID	Publication	Pub Date
21013692	BOLER EQUIPMENT SERVICE INC	11007372	Midland Reporter-Telegram	4/13/2024 4/20/2024

Kri Scannell
Newspaper Representative (signature)

Kevin Scannell
Newspaper Representative (print)

Sworn and subscribed to before me, this 22nd day of April A.D. 2024.

Sheri Rycerz
Notary Public in and for the State of Texas

SHERI RYCERZ
Notary ID #134717261
My Commission Expires
January 16, 2028

HEARST | COMMUNITY MEDIA GROUP

Midland Reporter-Telegram

ORDER CONFIRMATION

Today's Date:	4/22/2024
P.O. Number:	
Description:	Public Notice - Reconstruction Asphalt Air Carrier Apron
Campaign Id:	11007372
Sales Rep:	kevin.scannell@hearstnp.com

Bill To

BOLER EQUIPMENT SERVICE INC
4611 SINCLAIR AVE
MIDLAND, TX 79707
Tel: 432 694-0660
Account Id: 21013692

Advertiser

BOLER EQUIPMENT SERVICE INC
4611 SINCLAIR AVE
MIDLAND, TX 79707
Tel: 432 694-0660
Account Id: 21013692

Additional Details

Order Contact Name:	
Comments:	

Cost Summary

Gross Amount:	$ 185.32
Agency Commission:	$ 0.00
Net Amount:	$ 185.32
Sales Tax:	$ 0.00
Order Total:	**$ 185.32**

Prepayment Details

Pre-Payment Amount	Pre-Payment Date	Pre-Payment Card
185.32	4/11/2024	516086******1675 - Trans Id: 216820240411101748918139

Print

Product	Section / Position / Classified Category	Start	End	Color	Ad Size(s)
Midland Reporter Online	Section Placeholder Any Legals	4/13/2024	4/25/2024		
Midland Reporter-Telegram	Section Placeholder Any Legals	4/13/2024	4/13/2024		3x6.706
Midland Reporter-Telegram	Section Placeholder Any Legals	4/20/2024	4/20/2024		3x6.706

Campaign: 11007372

COPY OF ADVERTISEMENT

LEGAL NOTICE

Boler Equipment Service, Inc. will be soliciting qualified DBE (Disadvantaged Business Enterprise) contractor quotations until April 25th @ 5:00pm for Midland International Air & Space Port- Reconstruction Asphalt Air Carrier Apron. Quotes may be submitted via email to bids@boler.net or in person at 4611 Sinclair Ave Midland, Texas 79707.

CLASSIFIED Marketplace

Merchandise | Real Estate | Auto | Auctions | Business Opportunities

TO ADVERTISE:
Call (432) 687-8815 or
Email mrtclassifieds@mrt.com

ETC. Lost & Found | Pets | Merchandise | Estate & Garage Sales | Agribusiness | Misc.

Garage & Estate Sales

Type	Details
OTHER	GARAGE SALE	Sat 4/13 8-2. Sun 4/14 9-1. 3603 Stanolind Ave. Multi family. Furniture, clothing, toys, kitchen & decor. Swimming pool & pump. Antique sewing machine

Real Estate For Sale | For Rent | Services

Homes for Sale

FAIR HOUSING NOTICE. All real estate & rental advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise any preference limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate, which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD Toll free for the hearing impaired is 1 800 927 9275.

Area	Details
OTHER	FARM FOR SALE	1272 Acre, Income Producing Farm Howard County. 12 miles SW Big Spring TX. Nice HQ, Good ground water, Whitetail, Mule Deer, Turkey, Dove, Quail. jewilsonranches.com/circle for virtual tour (214) 784-3725

Land

Type	Details
RANCH	AFFORDABLE OWNER FINANCED LAND	WE HAVE SOME OF THE BEST IN TEXAS. HILL COUNTRY, S. TEXAS, W. TEXAS 800-876-9720 texasranchland.com

MANAGER FOR COUNTER PARTS DEPARTMENT



Oilfield Supply Company Seeks Experienced Counter Parts Dept. Manager/Manager Trainee. Must Be Friendly, Honest, Intelligent, Dependable, Punctual, Fair And Loyal. Prospective Candidate Must Be Reliable And Have A Professional Attitude.

Compensation Includes Top Pay As Well As Blue Cross/ Blue Shield Family Insurance Plan, 401-K, Paid Vacations And Holidays

DRUG TEST & BACKGROUND SCREENING REQUIRED

Please Send Resume to
cherie@engineservicesupply.com
or apply in person at
1902 Andrews Hwy, Odessa, Texas

ESSCO ENGINE SERVICE & SUPPLY SERVICE IS OUR MOTTO

KANE RESOURCES
Buying Mineral Rights.
WE BUY MINERALS:
We Are Interested In Buying Mineral Rights.
We Pay Referrals For Any Lease Or Minerals.
Please Email
alex@kaneresources.com
Or Call 432-203-5510

Public Notice
Q&A

What is a public notice?

It's information about important government activities. Notice in the newspaper is required for a good reason — to make sure it's NOTICED. It's crucial to government transparency...and government accountability.

Your local paper is the most visible, independent source for this crucial service. We not only print notices in the paper, but post them on our website and a statewide website at no extra charge. And they're archived forever, so there's a permanent and unalterable record.

Texas newspapers have published public notices since 1836. As your hometown paper, we're proud to provide this service to our communities.

What makes newspapers the best source for public notice?

Newspapers are independent, credible, and can guarantee readership. Newspaper readers pay attention to what's going on in the community.

Newspapers are read both in print and online. So are the public notices we publish. And after they're published, we archive them. Forever.

Since 1836, Texans have relied on their newspapers to provide public notices. They still do...for lots of good reasons.

AT Your Service
TO ADVERTISE: (432) 682-6222
You can advertise your business for as little as $47 monthly

Other

AAA Handyman Services, Painting, Plumbing, Ceiling Fans, Power Washing, Tree Pruning, Fence Repairs
You Name It I Can Do IT!! 432-889-3318



For all your concrete needs, driveways, sidewalks, new slabs house or garage additions.
Call Danny @ 432-894-0702



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TACLE005482.



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We're Small But BIG
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50yr. Knowledgeable Masonry Construction in West Texas and surrounding areas.
- Brick Blocks
- Concrete Patios
- Driveways
- Flagstone Pool Decks
- Flagstone Patios
- Flower Beds
- Sidewalks
- Stone Walls

For Estimate Please Contact Santiago A.
Cell: 432-661-8962



AAA TREE Service
Free Estimates, tree pruning & removal, flower beds, shrub trimming, & property clean up.
Call 432-889-3318

HANDYMAN CONSTRUCTION, LLC



Metal/wood. Need a new carport, fence, a paint job, or framing? Construction Of Any Type!!
You can call or text Chris Morgan @
432-349-2709

DO YOU HAVE A SPECIAL SKILL OR SERVICE?
TRY OUR SERVICE DIRECTORY!
CALL 687-8815

LEGAL NOTICES mrtlegals@hearstnp.com 432-687-8888

Legals/Public Notices | Legals/Public Notices | Legals/Public Notices

LEGAL NOTICE

Bofer Equipment Service, Inc. will be soliciting qualified DBE (Disadvantaged Business Enterprise) contractor quotations until April 25th @ 5:00pm for Midland International Air & Space Port- Recoat/Induction Asphalt Air Carrier Apron. Quotes may be submitted via email to bids@boferinet or in person at 4611 Sinclair Ave Midland, Texas 79707

LEGAL NOTICE

Bofer Equipment Service, Inc. will be soliciting qualified DBE (Disadvantaged Business Enterprise) contractor quotations until April 25th @ 5:00pm for Midland International Air & Space Port- Airfield Wildlife Improvements – South Drainage. Quotes may be submitted via email to bids@boferinet or in person at 4611 Sinclair Ave Midland, Texas 79707

LEGAL NOTICE

The Midland County Purchasing Agent, located in suite 1101 of the County Courthouse, 500 N. Loraine Midland, Texas, 79701, will offer surplus items for sale by electronic auction through GovDeals beginning April 5, 2024. The auction sale can be seen at www.govdeals.com. The conditions of the sale are "as is" at the time of sale. Items can be viewed by appointment only. Please contact Theresa Zarate via telephone 432-688-4873 or by email at thzarate@midcounty.com. Closing date is at the end of the day May 6, 2024.

Kristy Engelgahl
Purchasing Agent

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-CASSIDY (CRESPI 38-33H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit 10477.

This applies to the following: Crawford 27A Alt, Crawford 28A Alt, Crawford 27C Alt, Crawford 27D Alt, Crawford 27E Alt, Crawford 27F Alt, Crawford 27G Alt, Crawford 27H Alt, Crawford 27I Alt, Crawford 27J Alt, Crawford 27K Alt, Crawford 27L Alt, Crawford 27M Alt, Crawford 27N Alt, Crawford 27O Alt, Crawford-Welchest 27A Alt, Crawford-Welchest 27B Alt, Crawford-Welchest 27C Alt, Crawford-Welchest 27D Alt, Crawford-Welchest 27E Alt, Crawford-Welchest 27F Alt, Crawford-Welchest 27G Alt, Crawford-Welchest 27H Alt, Crawford-Welchest 27I Alt, Crawford-Welchest 27J Alt, Crawford-Welchest 27K Alt, Crawford-Welchest 27L Alt, Crawford-Welchest 27P Alt, Crawford-Welchest 27Q Alt & Crawford-Welchest 27R Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-DRIVER 37-2H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit NEW.

This applies to the following: Driver 4C-E 3-46A Alt, Driver 4C-E 3-46B Alt, Driver 4C-E 3-46C Alt, Driver 4C-E 3-46D Alt, Driver 4C-E 3-46E Alt, Driver 4C-E 3-46F Alt, Driver 4C-W 3-46A Alt, Driver 4C-W 3-46B Alt, Driver 4C-W 3-46C Alt, Driver 4C-W 3-46D Alt, Driver 4C-W 3-46E Alt, Driver 4C-W 3-46F Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-ERWIN 36-39H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit, new permit.

This applies to the following: Erwin-Todd 39A Alt, Erwin-Todd 39B Alt, Erwin-Todd 39C Alt, Erwin-Todd 39D Alt, Erwin-Todd 39E Alt, Erwin-Todd 39F Alt & Erwin-Todd 39G Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-MCALISTER 37-33H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit NEW.

This applies to the following: McAlister 33A Alt, McAlister 33B Alt, McAlister 33C Alt, McAlister 33D Alt, McAlister 33E Alt, McAlister 33F Alt, McAlister 33G Alt, McAlister 33H Alt, McAlister 33I Alt, McAlister 33J Alt, McAlister 33K Alt, McAlister 33L Alt, McAlister 33M Alt, McAlister 33N Alt, McAlister 33O Alt & McAlister 33P Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

NOTICE OF APPLICATION FOR SURFACE COMMINGLING PEMBROOK D-29H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit #6096.

This applies to the following: Pembrook D-2B Alt, Pembrook 2B Alt, Pembrook 4 1H, Brook A-2 Alt, Brook D-31G 7H, Brook D-31H 8H, Brook D-31I 9H, Brook D-29U 121H, Brook D-29V 122H, Brook D-29W 123H, Brook D-29S 119H, Brook D-29T 120H, Brook A-E2A 1H, Brook A-E2B 2H, Brook A-E2C 3H, Brook A-E2D 4H, Brook A-E2E 5H, Brook A-E2F 6H, Brook A-E2G 7H, Brook A-E2H 8H, Brook D-29A 101H, Brook D-29B 102H, Brook D-29C 103H, Brook D-29D 104H, Brook D-29E 105H, Brook D-29F 106H, Brook D-29G 107H, Pembrook 4 2H, Pembrook 4 3H, Pembrook 4 4H, Pembrook 4 5H, Pembrook 4 6H, Pembrook 4 7H, Pembrook 4 8H, Pembrook 4 9H & Pembrook 4 10H.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle.permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

NOTICE TO FINANCIAL INSTITUTIONS

WITHIN THE CITY OF MIDLAND

NOTICE is hereby given that the Governing Body of the Midland Central Appraisal District, subject to the provisions of Section 6.09, Texas Property Tax Code, as amended, will receive applications from all interested banking institutions, and excluding credit unions, within the City of Midland to serve as public depository of the Midland Central Appraisal District and maintain custody of the funds of the Appraisal District for a period of two (2) years from June 1, 2024 through May 31, 2026. Depository requirements of the District may be obtained by calling the office of the Chief Appraiser, Midland Central Appraisal District, Midland, TX, 432-699-4991 (ask for Melissa). Any/all such applications shall be delivered by mail to the office of the Chief Appraiser, 4631 Andrews Hwy, Midland, TX 79703 or by placing it in the drop box, prior to 2:00 p.m., May 3, 2024. Discussion and the awarding of the bid will take place at the May 14, 2024 meeting of the Midland Central Appraisal District Board of Directors to be held at 9:00 a.m. in the "Board Meeting Room", 4631 Andrews Highway, Midland, Texas.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

DISTRICT 08
DATE OF ISSUANCE: Apr 9, 2024
NOTICE OF PROTEST DEADLINE: 5:00 PM, Apr 30, 2024
Address: Railroad Commission of Texas
ATTN: Drilling Permit Unit
P.O. Box 12967
Austin, Texas 78711-2967
Fax: (512) 463-6780
Email: SWR37@RRC.TEXAS.GOV

Rule 37 Case No. 0332535
Status/Permit No. 874826

NOTICE OF APPLICATION

NOTICE IS HEREBY GIVEN that the DIAMONDBACK E&P LLC. (RRC Operator No. 217012) has made application for a spacing exception permit under the provisions of Railroad Commission Statewide Rule 37 (16 Tex. Admin. Code section 3.37). Applicant seeks exception to the LEASE LINE requirement for the AMENDED NEW DRILL permit in Sec. 12, Blk. 36, T1S, T&P RR CO Survey, A-203, SPRABERRY (TREND AREA) Field, MARTIN County, being 3.4 miles W direction from STANTON, Texas.

PURSUANT TO THE TERMS of Railroad Commission rules and regulations, this application may be granted **WITHOUT A HEARING** if no protest to the application is received within the deadline. An affected person is entitled to protest this application. Affected persons include owners of record and the operator or lessees of record of adjacent tracts and tracts nearer to the any point(s) well than the minimum lease line spacing distance. If you have questions which are specific to the Application or the information set forth in this Notice, please contact the Commission's Drilling Permit Unit at (512)463-6753. If a hearing is called, the applicant has the burden to prove the need for an exception. A Protestant should be prepared to establish standing as an affected person, and to appear at the hearing either in person or by qualified representative and present the application with cross-examination or presentation of a direct case. The rules of evidence are applicable in the hearing. If you have any questions regarding the hearing procedure, please contact the Commission's Docket Services Department at **(512)463-6848**.

IF YOU WISH TO REQUEST A HEARING ON THIS APPLICATION, AN INTENT TO APPEAR IN PROTEST MUST BE RECEIVED IN THE RAILROAD COMMISSION'S AUSTIN OFFICE AT THE ADDRESS, FAX NUMBER, OR E-MAIL ADDRESS SET OUT ABOVE BY Apr 30, 2024 at 5:00 p.m. IF NO PROTEST IS RECEIVED WITHIN SUCH TIME, YOU WILL LOSE YOUR RIGHT TO PROTEST AND THE REQUESTED PERMIT MAY BE GRANTED ADMINISTRATIVELY.

THIS NOTICE OF APPLICATION REQUIRES PUBLICATION

The location and identity of the well is as shown below:

FIELD: SPRABERRY (TREND AREA)

Lease/Unit Name	: BRADLEY
Lease/Unit Well No.	: 304
Lease/Unit Acres	: 69105
Nearest Lease Line (ft)	: nun
Nearest Well on Lease (ft)	: 10
Lease Lines	: 259.0 F NORTH L 334.0 F E L
Survey Lines	: 259.0 F NORTH L 334.0 F EAST L

Wellbore Profile(s): Horizontal

Lateral, Toll
Penetration Point Location
Lease Lines: 128.0 F NORTH L
133.0 F EAST L

Terminus Location
@H County, MARTIN
Section: 29 Block: 36 T1S Abstract: 693
Survey: T&P RR CO/STOEGER, J
Lease Lines: 81.0 F S L
956.0 F WEST L
Survey Lines: 81.0 F SOUTH L
2298.0 F WEST L

Field Rules for ALL fields on the permit application are as follows:

SPRABERRY (TREND AREA) Special Rules 330/0, 80.0 acres.

This well is to be drilled to an approximate depth of 8392 feet.

If you have questions regarding this application, please contact the Applicant's representative, Tomone Gomez, at (432)212462.

Find it fast in the Midland Reporter-Telegram CLASSIFIED

CLASSIFIED Marketplace

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TO ADVERTISE:
Call (432) 687-8815 or
Email mrtclassifieds@mrt.com

ETC. Lost & Found | Pets | Merchandise | Estate & Garage Sales | Agribusiness | Misc.

Garage & Estate Sales

Type	Details
OTHER	GARAGE SALE	Multiple Cul-de-sac. Sat & Sun 8:30 - 3:30. 2101-2105 Marcie Ct Saddles, shampoo & styling chair, Mini Cooper car. Lots of extras
OTHER	GARAGE SALE	Sat., 4/20 8:30-5:00. 3619 Baumann Ave. Huge Multi-family. Furniture, shoes, clothes, kitchen, toys, home decor, 5ft around bean bag chair, paintings

Free

Type	Details
MISC	FREE	You haul it, you can have it. Scrap metal & wood. Call 432-697-9707

Real Estate For Sale | For Rent | Services

Let Classifieds Work For You! Call 432-687-8815

Homes for Sale

FAIR HOUSING NOTICE: All real estate & rental advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18. This newspaper will not knowingly accept any advertising for real estate, which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD Toll free for the hearing impaired is 1 800 927 9275.

Area	Details
OTHER	FARM FOR SALE	1272 Acre, Income Producing Farm Howard County. 12 miles SW Big Spring TX. Nice HQ, Good ground water, Whitetail, Mule Deer, Turkey, Dove, Quail. jewilsonranches.com/eircle for virtual tour (214) 784-3725

Land

Type	Details
RANCH	AFFORDABLE OWNER FINANCED LAND	WE HAVE SOME OF THE BEST IN TEXAS. HILL COUNTRY, S. TEXAS, W. TEXAS 800-876-9720 texasranchland.com

MANAGER FOR COUNTER PARTS DEPARTMENT



Oilfield Supply Company Seeks Experienced Counter Parts Dept. Manager/Manager Trainee. Must Be Friendly, Honest, Intelligent, Dependable, Punctual, Fair And Loyal. Prospective Candidate Must Be Reliable And Have A Professional Attitude.

Compensation Includes Top Pay As Well As Blue Cross/ Blue Shield Family Insurance Plan, 401-K, Paid Vacations And Holidays

DRUG TEST & BACKGROUND SCREENING REQUIRED

Please Send Resume to
cherie@engineservicesupply.com
or apply in person at
1902 Andrews Hwy, Odessa, Texas

ESSCO ENGINE SERVICE & SUPPLY — SERVICE IS OUR MOTTO

EMPLOYMENT 432.687.8815

PROFESSIONAL

CONTROLLER

A Midland, Texas based Independent Oil & Gas Company with an active horizontal drilling program is seeking a full-time Controller.

Responsible for all financial accounting and tax information for several entities with preparation of financial analyses of operations including financial statements and supporting documents that will drive business decisions on a daily basis.

Responsible for the complete and accurate preparation and analysis of monthly financial statements, profitability reports and budgets which includes monitoring performance and operating results.

Supervise accounting staff and ensure accurate preparation of all accounting data and performance of all responsibilities including revenue distribution, joint interest billing, accounts payable, accounts receivable and general ledger meeting all the time deadlines.

Other responsibilities include preparation of agreements, lease rentals, minimum royalty, tax information, gas contracts, master service agreements and purchase/sale of properties closing documents.

Qualifications:
- Bachelors Degree in Accounting or Finance
- At least 2 to 5 years of oil and gas accounting, management and financial analysis experience
- Proficiency in all Microsoft programs and work knowledge of oil and gas software (Integral, OGAS) preferred

Please e-mail resume to humanresources23dept1@gmail.com

SKILLS & TRADES

Avitia Trucking LLC (Avitia) currently requires the services of an Assistant Mechanic to perform the following duties:

Work under the supervision of lead mechanics to diagnose, adjust, repair, or overhaul trucks, including repairing and patching flat tires, removing and mounting tires, welding trick parts together, repairing broken or damaged engine components, and assisting in the general and routine maintenance and repair of diesel engines; Organize and maintain tools, jacks, hoses, tire bars, and other maintenance equipment; Maintain a safe and clean work space that prevents injuries; Identify potential safety hazards; Communicate with other mechanics and customers to coordinate service calls for repairs and maintenance required out in the field, or roadside repairs; and Accompany other mechanics to assist in making repairs in the field or roadside.

Employment in this position will take place in Midland, Texas and requires some travel to surrounding counties. Salary for the position starts at $48,277.00 but is negotiable and will be commensurate with experience and educational level. Interested applicants should e-mail resume to Ezekiel Avitia or mail directly to Avitia Trucking, c/o Ezekiel Avitia at 4123 FM 1208, Midland, Texas 79706.

KANE RESOURCES
Buying Mineral Rights.
WE BUY MINERALS:
We Are Interested In Buying Mineral Rights.
We Pay Referrals For Any Lease Or Minerals.
Please Email
alex@kaneresources.com
Or Call 432-203-5510

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Public Notice
Q&A

What makes newspapers the best source for public notice?

Newspapers are independent, credible, and can guarantee readership. Newspaper readers pay attention to what's going on in the community.

Newspapers are read both in print and online. So are the public notices we publish. And after they're published, we archive them. Forever.

Since 1836, Texans have relied on their newspapers to provide public notices. They still do... for lots of good reasons.

Who benefits from public notice?

You do. Public notices are required because a government body or corporation exists to do something you need to know about.

When government is about to change your life, or your property or assets are about to be taken, newspaper notices are there to keep you informed.

At Your Service

TO ADVERTISE: (432) 682-6222
You can advertise your business for as little as $47 monthly

Other

HANDYMAN CONSTRUCTION, LLC



Metal/wood. Need a new carport, fence, a paint job, or framing? Construction Of Any Type!! You can call or text Chris Morgan @ 432-349-2709

AAA Handyman Services, Painting, Plumbing, Ceiling Fans, Power Washing, Tree Pruning, Fence Repairs

You Name It I Can Do IT!! 432-889-3318



For all your concrete needs, driveways, sidewalks, new slabs house or garage additions. Call Danny @ 432-894-0702

Other



Ellis & Sons Plumbing & Air Conditioning Sales & Service.
Service all brands. 683-2679.
TACLB005462.



SPRINKLER & DRIP SYSTEM REPAIR
Small Trees & Lawn Service, We're Small But BIG
On Service 432-994-8491
Or 432-570-9347

DO YOU HAVE A SPECIAL SKILL OR SERVICE?
TRY OUR SERVICE DIRECTORY!
CALL 687-8815

Other

Constructional Craftsmanship
50yr. Knowledgeable Masonry Construction in West Texas and surrounding areas.

- Brick Blocks
- Concrete Patios
- Driveways
- Flagstone Pool Decks
- Flagstone Patios
- Flower Beds
- Sidewalks
- Stone Walls

For Estimate Please Contact Santiago A.
Cell: 432-661-8962



AAA TREE Service
Free Estimates, tree pruning & removal, flower beds, shrub trimming, & property clean up.
Call 432-889-3318

LEGAL NOTICES email mrtlegals@hearstnp.com or call 432-687-8888

Legals/Public Notices | Legals/Public Notices | Legals/Public Notices

LEGAL NOTICE

Beier Equipment Service, Inc. will be soliciting qualified DBE (Disadvantaged Business Enterprise) contractor quotations until April 25th at 5:00pm for Midland International Air & Space Port Reconstruction Asphalt Air Carrier Apron. Quotes may be submitted via email to bids@beierinc.net or in person at 4611 Sinclair Ave Midland, Texas 79707.

LEGAL NOTICE

Beier Equipment Service, Inc. will be soliciting qualified DBE (Disadvantaged Business Enterprise) contractor quotations until April 25th at 5:00pm for Midland International Air & Space Port Airfield Visibility Improvements - South Drainage. Quotes may be submitted via email to bids@beierinc.net or in person at 4611 Sinclair Ave Midland, Texas 79707.

LEGAL NOTICE

Sealed Bid(s) will be received until 2:00 P.M., May 1, 2024 to be opened at 2:00 P.M. in the Council Chamber, City Hall, 300 N. Loraine, Midland, Texas for the following Bid(s):

Bid No. 24004078

For: BPU16-02 Garfield St Paving Project

A Non-Mandatory pre-bid meeting will be held on Wednesday, April 24, 2024 at 4:00 PM.

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. Information for Bidders, Proposal Forms, Specifications and General conditions for bidding may be obtained from the office of the Purchasing Agent, City Hall, 300 N. Loraine, Midland, Texas.

Purchasing Division
City of Midland, Texas

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-DRIVER 37-2H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit NEW.

This applies to the following: Driver 4L-E 3-46A Alt, Driver 4L-E 3-46B Alt, Driver 4C-E 3-46C Alt, Driver 4C-E 3-46D Alt, Driver 4C-E 3-46E Alt, Driver 4C-E 3-46F Alt, Driver 4C-W 3-46A Alt, Driver 4C-W 3-46B Alt, Driver 4C-W 3-46C Alt, Driver 4C-W 3-46D Alt, Driver 4C-W 3-46E Alt, Driver 4C-W 3-46F Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle-permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

Legals/Public Notices | Legals/Public Notices | Legals/Public Notices

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-ERWIN 36-39H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit new permit.

This applies to the following: Erwin-Todd 39A Alt, Erwin-Todd 39B Alt, Erwin-Todd 39C Alt, Erwin-Todd 39D Alt, Erwin-Todd 39E Alt, Erwin-Todd 39F Alt & Erwin-Todd 39G Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle-permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

NOTICE OF APPLICATION FOR SURFACE COMMINGLING-MCALISTER 37-33H

Pioneer Natural Resources U.S.A. Inc. is applying to the Railroad Commission to amend previously approved commingle permit NEW.

This applies to the following: McAlister 33A Alt, McAlister 33B Alt, McAlister 33C Alt, McAlister 33D Alt, McAlister 33E Alt, McAlister 33F Alt, McAlister 33G Alt, McAlister 33H Alt, McAlister 33I Alt, McAlister 33J Alt, McAlister 33K Alt, McAlister 33L Alt, McAlister 33M Alt, McAlister 33N Alt, McAlister 33O Alt & McAlister 33P Alt.

Statewide rules 26 & 27 of the Railroad Commission of Texas require notice to working interest and royalty interest owners of commingled leases under specific circumstances.

Should you have any questions or concerns about this application please contact Pioneer Natural Resources U.S.A. Inc. at 432-571-3115 or email commingle-permits@pxd.com. To protest please contact the Railroad Commission of Texas, P-17 Department, P.O. Box 12967, Austin, TX 78711 or 512-463-6873 within 21 days from initial date of publication.

REQUEST FOR PROPOSAL

Region 18 Education Service Center is soliciting RFP submissions for the Region 18 ESC 2024-2025 Purchasing Cooperative Discount RFP #18-2024-02-0606-01. RFP forms and specifications may be obtained beginning **March 1, 2024, at 8:00 a.m.** from the ESC 18 eBid website (esc18.conveyor.net). All questions are to be submitted via the ESC eBid website. Proposals will be received at the ESC 18 eBid website until **3:00 p.m., May 15, 2024.** Region 18 ESC reserves the right to reject any and all proposals.

Let Classifieds Work For You! Call 432-687-8815

Campaign: 11007372

AFFIDAVIT DELIVERY INFORMATION

Affidavit Delivery Contact:	Kylee McClendon
Affidavit Delivery Address:	Kylee@boler.net

Form 2: Letter of Intent

Note: Authorized representative (AR) named herein must be a vested individual with authority to make contracting decisions on behalf of the firm.

Name of Bidder/Offeror's firm: Boler Equipment Service, Inc.

Name/title of firm's AR: Greg Boler - Vice President

Phone: 432.694.0660 Email: greg@boler.net

Name of DBE firm: Barricades Plus

Name/title of DBE firm's AR: Barricades Plus

Address: PMB 034, 2450 Lakeside Pkwy, Ste 150

City: Flower Mound State: TX Zip: 75022

Phone: 214.292.7952 Email: barricadesplus@gmail.com

Work to be performed by DBE firm: Barricades, Sinage, and Traffic Control

Description of Work	NAICS	Dollar Amount/%*	Dealer/Manufacturer**
Barricades / Traffic Control	238910	$180,170.00 / 4.15%	Dealer

**Percentage to be used only in negotiated procurements, including design-build contracts.*
***For material suppliers only, indicate if DBE is a manufacturer or regular dealer as defined by §26.55.*

Undersigned Bidder/Offeror is committed to utilizing the named DBE firm for work described herein. Total expected dollar value of this Work is $ 180,170.00. Bidder/Offeror understands if awarded contract/agreement resulting from this procurement, it must enter a subcontract with identified DBE firm representative of listed type and amount of Work. Bidder/Offeror understands upon submitting this form with bid/offer, it may not substitute/terminate listed DBE without following procedures of 49 CFR Part 26, §26.53.

G Boler 5.02.2024

Signature of Bidder/Offeror's Authorized Representative Date

Undersigned DBE affirms it is ready, willing, and able to perform amount and type of work as described herein and is properly certified to be counted for DBE participation, therefore.

5.02.2024

Signature of DBE's Authorized Representative Date

If Bidder/Offeror does not receive award of Prime Contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

DBE/NON-DBE MONTHLY PROGRESS REPORT FOR MAF

Project: _____ AIP Grant No.: _____

Contractor: _____ Contract Amount: _____

DBE Goal: _____ DBE Goal Dollars: _____

Contractor DBE Status (DBE/non-DBE): _____ Reporting Month: (Month/Year): _____

Vendor Number	Name of Prime/Subcontractor DBE or Non-DBE	*D/N	**Disadvantaged Group	Type of Work	***Total $ Amt Paid for Work Performed (Prime & Sub; DBE & Non-DBE)	**** $ Amt Paid to Non-DBE Firm this Pay Period	***** $ Amt Paid to DBE Firm this Pay Period

* All payments to DBE and Non-DBE firms are required to be reported (D=DBE; N=non-DBE).

** If firm is a DBE, report Disadvantaged Group the DBE firm falls under: BA=Black American; HA=Hispanic American; NA=Native American; SAA=Subcont. Asian American; APA=Asian Pacific American; NMW=Non-Minority Women; O=Other.

*** Goal/commitment progress report amount and/or race-neutral amount. Do not subtract non-DBE/second-tier subcontractors and haulers from this column.

**** Report amount paid to non-DBE firm or sub.

***** Report amount paid to DBE firm or sub.

If using a non-DBE hauling firm that leases from DBE truck owner-operators, payments made to each owner-operator must be reported separately. Report amount of payment DBE subcontractors paid to non-DBE subcontractors/haulers.

Submission of this report for periods of negative DBE activity is required. This report is required monthly until entirety of Project specified is completed.

I hereby certify the above is a true and correct statement of amounts paid to the DBE or Non-DBE firms listed above.

Signature: _____ Date: _____

Company Official

🛠This report must be submitted with monthly request for payment.

Midland International Air & Space Port

Department of Airports

BIDDER INFORMATION SHEET

Firm Name: Boler Equipment Service, Inc.

Address: 4611 Sinclair Ave

Midland Texas, 79707

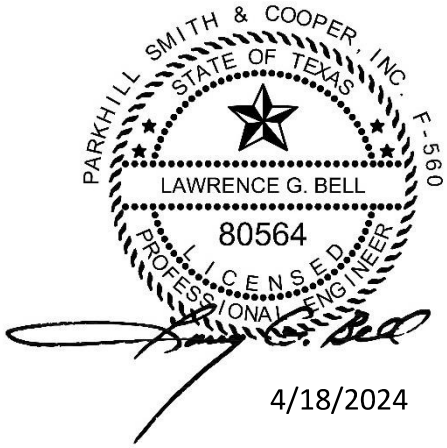
Age of Firm: 36 years

Is your Firm a Certified Disadvantaged Business Enterprise (DBE)? **YES** ☐ **NO** ☒

Mark the category of your Firm's Annual Gross Receipts.

- ☐ **Less than $1 million.**
- ☐ **More than $1 million, less than $5 million.**
- ☐ **More than $5 million, less than $10 million.**
- ☒ **More than $10 million, less than $15 million.**
- ☐ **More than $15 million.**

SPECIAL PROVISIONS



SP-1 SCOPE OF WORK

Work to be accomplished under these Specifications including Plans shall consist of:

1.1 Principal items of Work are set forth in specific detail in the Proposal Section of these Specifications; however, Work may be generally described remove existing asphalt pavement and replace with concrete pavement.

1.2 Work will also include other miscellaneous materials, equipment, machinery, superintendence, and labor for constructing these improvements for the Midland International Air & Space Port (MAF), Midland, Texas.

1.3 Contractor shall furnish all labor, materials, and equipment necessary to complete Work called for in these Specifications and shown on the Plans.

1.4 Payment for various items of Work will be made as specified under various payment articles of Technical Sections.

SP-2 CONTRACT DOCUMENTS

All Work covered by this Contract shall be done in accordance with Contract Documents described in the General Conditions. Drawings included in documents consist of the plans entitled "Reconstruct Asphalt Air Carrier Apron," dated March 2024.

Bidders shall be thoroughly familiar with all Drawings and Specifications. Contractor shall be responsible for satisfactory completion of all Work shown on Drawings or specified.

Intent of Plans and Specifications is to prescribe a complete Work or improvement which Contractor undertakes to do in full compliance with Plans, Specifications, Special Provisions, Proposal, and Contract. Contractor shall do all Work including such additional, extra, and incidental Work considered necessary to complete the Project in a satisfactory and acceptable manner, as provided in Plans, Proposal, and Contract. Unless otherwise provided in Specifications, Special Provisions, or Contract, Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to prosecute completion of Work.

Contract Documents are complementary and that called for by any one entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

- Signed Contract,
- Performance Bond,
- Special Bonds (if any),
- Proposal,
- Special Provisions,
- Notice to Bidders,
- Instructions to Bidders,
- Technical Specifications,
- Plans,
- General Conditions of Contract, and
- General Contract Provisions.

SP-3 TIME AND ORDER OF COMPLETION

Contractor is permitted to prosecute certain portions of Work in order and manner of own choosing to the best interest of the Project; however, Work shall be conducted in such manner and with such materials, equipment, and labor as required to ensure completion in accordance with Plans and Specifications within time stated in Proposal and Contract. Contractor shall furnish Parkhill with proposed progress schedule and Parkhill shall approved schedule before Work is commenced on Project.

Contractor is reminded approved material submittals are required before incorporation of materials into this Project. To avoid delays in Work progress, provide complete information to Parkhill as early as possible for review and approval.

Contractor will be required to execute various portions of the Project in phases to maintain usage of airport facilities as well as safety during the entire Project. Contractor will be allowed to develop own phasing plan which will meet phasing intent shown on Plans. Contractor phasing plan will be subject to Parkhill approval.

The following time and schedule constraints and understandings shall be included in the progress schedule preparation and Project execution:

Project phasing plan is structured to keep two of the three North Terminal aircraft gates operational, Gates 1A, 1, and 2. During Contractor Phase 1 work, aircraft Gates 1 and 2 will remain operational. During Contractor Phase 2 work, aircraft Gates 1A and 2 will be operational. Phasing plan is structured to minimize Phase 2 work area and construction duration. Phase 1 construction completes pathways needed for active use during Phase 2 for aircraft, passengers, and support vehicles. During Phase 2, completed Phase 1 work area will be open and active for aircraft entering and leaving Gate 1A and passengers will traverse from Terminal to and from Gate 1A. Passengers will ground load at Gate 1A.

Contractor shall complete transition time duration to relocate staging area from Phase 1 to Phase 2 during a maximum of three working days. During this transition, the only operable North Terminal aircraft gate will be Gate 2. Thus, Contractor shall fully coordinate transition closure dates with MAF and Parkhill a minimum of 14 days prior, so all stakeholders are aware of this critical timeframe. Transition from Phase 1 to 2 shall remove ALL construction equipment, materials, stockpiles, and facilities from both Phase 1 work area and Phase 1 staging area. Contractor shall leave Phase 1 work area fully completed, fully cleared, cleaned, and suitable for FOD inspection and general inspection by MAF, Parkhill, and airline personnel. (The barricade line north of Phase 1 shall remain in place during Phase 2 per Phasing Plan.)

Contractor shall complete Phase 2 within 60 consecutive calendar days after completion of Phase 1. During Phase 2, as indicated on Phasing Plan, Contractor shall maintain two haul traffic guards, who are to be badged, required to be present at their specific north and south stations at all times Contractor personnel are present at Phase 2 work site. Traffic guards are responsible for stopping Project haul road traffic from traveling on or being present on haul road located directly east of Gate 1A when aircraft enter or exit Gate 1A. The haul traffic guards must coordinate with airline ramp personnel “wing-walkers” who will accompany aircraft entering and leaving Gate 1A during Phase 2. During Phase 2, airline ramp personnel have the authority to direct haul route closure and closure time period to safely move aircraft into and out of Gate 1A. Airline ramp personnel shall have traffic closure “right-of-way” during Phase 2.

Other Contractors may perform Work for Owner in the same general area as that covered under this Contract. Contractor shall be expected to coordinate his Work with Work of other Contractors as required to ensure all Work can be carried out with the least possible interference with operation of other contractors or Owner. Contractor coordination with other contractors shall require Parkhill approval. Owner reserves the right to control and direct sequence of operations in areas others will be working. Provision shall be

made for other contractors to have suitable space to Work, store materials, as well as access to these areas.

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports and other contractors. Portions of taxiways and runways will be closed as required for proper execution of Work, but at least three days' notice will be required before closing any portion of a taxiway or runway. Director of Airports will file Notice to Airmen (NOTAMs) required for various construction operations.

When closing portions of airfield for construction, keep time closed to a minimum. Contractor is required to provide, install, and maintain approved closed runway/taxiway markings in accordance with the latest FAA Advisory Circular 150/5370 and other applicable FAA regulations. No separate measurement or payment shall be made for closed runway or taxiway marking. Coordinate all operations through Parkhill and Director of Airports.

SP-4 LIMITATION OF OPERATION

Complete each item of Work without delay. In no instance shall Contractor be permitted to transfer forces from uncompleted Work to new Work without Parkhill permission. Contractor is required to submit a schedule of operations to Parkhill for approval. Contractor shall not commence new Work to the prejudice of Work already started.

Contractor shall take all necessary precautions to ensure operating aircraft and passenger safety as well as that of Contractor equipment and personnel. Give special considerations to flight schedules and routes taken by equipment traveling within Airport area. Contractor shall provide all such equipment with a flag on a staff attached to equipment, so flag is readily visible. Flag shall be not less than 3 feet square, checkered pattern of international orange-and-white squares, not less than 1 foot on each side. Contractor shall estimate all difficulties to be encountered. Keep equipment not actually in operation clear of landing areas. Personnel shall not enter areas of Airport where aircraft are operating without specific permission.

Nighttime construction activities are not permitted without prior approval of Parkhill and Director of Airports. If required and permitted, nighttime construction activities shall be as noted on Plans and coordinated, through Parkhill, with Director of Airports. During nighttime construction, Contractor shall provide all equipment traveling within Airport area with a flashing light that is always visible and operational.

Coordinate all operations through Parkhill and Director of Airports, so no interference with aircraft traffic on active runways, taxiways, or aprons will result from Contractor operations. Construction activities are not allowed within safety areas of any active runway/taxiway unless approved by Parkhill and Director of Airports.

- Taxiway safety area is the area within 90 feet of the centerline of any taxiway/taxilane.
- Runway safety area is the area within 250 feet of the centerline of any runway when aircraft are operating under Visual Flight Rule (VFR, clear weather) conditions, or within 570 feet of the centerline of any runway when aircraft are operating under Instrument Flight Rule (IFR, inclement weather) conditions.

As required, Contractor shall maintain flagpersons to direct construction traffic to cross or travel along any active taxiway, apron, or runway. Direct traffic away from these facilities when possible and never allow traffic to cross an active runway, taxiway, or apron without proper clearance.

PACKET 11.69 August 27, 2024
ADDENDUM NO. 02

Contractor shall schedule Work well in advance of actual operations and keep Parkhill advised of this schedule so close coordination can be maintained with Director of Airports. Aprons, runways, and taxiways will be closed as required for proper execution of Work as provided in previous Articles.

Contractor shall exert every effort to maintain safety of aircraft traffic and be acquainted with rules and regulations concerning aircraft traffic safety. Maintain FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction," requirements. Violations of safety rules by Contractor workers shall result in discharge of such workers in accordance with General Conditions. Continued violations of safety rules and regulations by Contractor, after Parkhill or MAF notify Contractor of such violations, shall constitute grounds for suspending Contractor operations until steps are taken to insure a safe operation.

Contractor's field office and material storage area may be located inside secure area of Airport but outside safety areas of taxiways/runways near construction. Contractor shall provide an area for parking all equipment not used for construction purposes, as well as for parking employee vehicles. This area shall be located away from the Airport operational area (AOA) in an area approved by Parkhill and Director of Airports. No employee or other unauthorized vehicles will be allowed within the AOA. If Contractor needs field office outside of secure area, Contractor can install temporary security fencing around office site. Airport must approve security fence.

Contractor shall utilize existing vehicle gates for employees and subcontractors. Contractor shall be responsible for allowing only authorized personnel to enter the AOA through this gate. Contractor shall always control entrance through the gate by employees or subcontractors entering/exiting the gate.

Hauling routes shall not be along/across any paved airport street, road, apron, taxiway, or runway without specific written authorization from Parkhill and Director of Airports. Any damage incurred by Contractor equipment shall be repaired by and at Contractor expense and as required by Parkhill and Director of Airports.

Contractor shall maintain pavement surfaces of runways, taxiways, and aprons, allowed to be used as hauling routes, in a clean condition, suitable for use by aircraft, as determined by Director of Airports.

Successful Bidder is subject to a pre-award review by Office of Compliance and Security, Equal Opportunity Division, Federal Aviation Administration, to determine Contractor's previous compliance status.

Contractor is subject to a preconstruction conference to discuss phasing and Project safety control after award of Contract.

SP-5 CONSTRUCTION ACTIVITY

When construction activity is performed on/adjacent to AOA, the following rules and regulations apply unless otherwise authorized by Airport Operations. **Contractor must have all picture-badged supervisors fingerprinted. Fingerprinting cost is $70.00 per person, paid by Contractor**.

5-1 AOA Badge: At least one supervisor with an AOA picture badge must always be present with any group of unbadged personnel.

5-2 Escorts: All escorts performed by Contractor within AOA must be accomplished by picture-badged personnel operating a vehicle marked by a 3- by 3-foot orange-and-white checkered flag. Traffic must always adhere to haul routes (see Subarticle 5-3). Only authorized airport personnel are to perform escorts off established haul routes.

5-3 Haul Routes: Establishment of AOA haul routes must be authorized through Airport Operations. Contractor shall furnish, erect, maintain, and remove flags for delineation of haul routes. Criteria of establishing perimeter of a haul route and restricted areas will be as follows:

A. Green flags will prominently mark either side of haul route at intervals to easily define route.
B. Yellow flags will prominently mark a boundary 500 feet adjacent to a runway centerline to delineate restricted areas during poor visibility as determined by Airport Operations.
C. Red flags will prominently mark a boundary 250 feet adjacent to a runway centerline to indicate entry is prohibited unless specifically authorized by Airport Operations.
D. Haul Routes that cross/come within 153 feet of a taxiway must have a flagperson present to control vehicular traffic.
E. No haul route may come within 1,000 feet from end of a runway unless specifically authorized by Airport Operations.

5-4 Cranes: Any construction activity utilizing a crane or other hoisting device shall have prior written approval of FAA. Contractor shall be responsible for filing prescribed forms for airspace clearance in accordance with Part 77 of Federal Aviation Regulations. Applications for airspace clearance must be submitted at least 30 days before construction activities. To avoid construction delays, Contractor is urged to timely file prescribed forms. Airspace clearance from FAA must be approved before erection of crane or other hoisting device. The following information is required:

A. Location of equipment.
B. Maximum extendable height.
C. Duration of use.
D. Daily hours of operation.

Top of crane must be marked by a 3- by 3-foot orange-and-white checkered flag and lowered at night and during periods of poor visibility as directed by Airport Operations. Cranes which exceed a height of 149 feet must be approved in writing by the FAA (FAA Form 7460-1). Contractor shall notify Parkhill at least 48 hours before erecting crane.

5-5 Restricted Areas: Construction prohibited in these areas unless authorized by Airport Operations:

A. Within 90 feet of a taxiway or apron taxiway centerline.
B. Within 250 feet parallel to runway centerline. (500 feet during poor visibility as determined by Airport Operations.)
C. Within 1,000 feet of end of the runway.
D. Within certain areas about runway to cause interference with navigational equipment.

5-6 Trenches and Excavations: No trenches or excavations allowed within these areas:

A. Within 250 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-7 Stockpiles of Material: No stockpiled material allowed within these areas:

A. Within 500 feet parallel to runway centerline.
B. Within 90 feet parallel to taxiway or apron taxiway centerline.
C. Within 1,000 feet of end of runway.

EXCEPTION: Authorization considered on a case-by-case basis by Airport Operations.

5-8 Escorts, Badges, and Permits: When construction activity is performed on/adjacent to AOA and access onto apron required, the following rules will apply unless otherwise authorized by Airport Operations:

A. Escorts: Airport Operations must escort Contractor vehicles and equipment. Contractor must observe all rules and regulations.

EXCEPTION: Vehicles displaying a Permanent AOA Access decal do not require an escort while operating on ramps.

B. AOA Badges: Contractor personnel will display AOA Identification Badge.

C. AOA Access Permit: Contractor vehicles will display AOA Access Permit or Temporary AOA Access Permit.

EXCEPTION: Construction equipment (tractors, dump trucks, cranes, etc.) are not required to display an AOA Access Permit.

5-9 Protection of Airfield Areas: Utilize these procedures to prevent inadvertent entry by aircraft or vehicles into closed sections of taxiways, runways, or aprons. Contractor shall provide all materials and labor to furnish, erect, maintain, and remove these items as subsidiary to other items in Project.

A. When any taxiway or other AOA is closed, area will be protected by cones and flashing lights set up at entrances to closed areas.

B. Appropriate NOTAMs will be issued on closure and associated maintenance or construction activity.

C. Centerline and edge lights will be turned off, removed, obliterated, or disconnected as dictated by circumstances requiring closure.

D. All excavations in existing pavement areas (e.g. mudjacking repairs) must have hole protected by cones and flashing lights, in addition to cones and lights marking closed area.

E. Major excavations (constructing new taxiways, ramps, other construction activity) or major repairs of existing taxiway/runway will be protected by 10-inch-wide by 8-foot-long plastic, FAA-approved barricades (striped orange and white) with at least two red-flashing lights on top of each barricade.

F. In some cases, taxiway centerline striping will be obliterated, and a temporary displaced centerline provided.

G. All airfield activities must be continually coordinated through Airport Operations Supervisor.

SP-6 AFFIDAVIT OF BILLS PAID

Before Owner's final acceptance of this Project, Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in construction of these improvements, are paid in full, including any retainage, and no claims are pending, of which Contractor is notified.

SP-7 CALENDAR DAY

Time for Project completion and liquidated damages shall be in accordance with provisions of General Conditions, Article GC-32 - Time for Completion and Liquidated Damages. A calendar day is every day shown on the calendar.

SP-8 PROTECTION OF PROPERTY

Contractor shall exercise care to prevent damage to all structures, above or below ground, including buildings, fences, pipelines, utilities, roads, etc., publicly, or privately owned, and including Work

performed by others. Contractor is responsible for locating all underground facilities damaged by proposed construction.

Contractor shall be responsible for all damage done to either public or private property during construction except as specifically provided otherwise in these Specifications.

Known existing underground utilities and structures are shown on Plans. Locations are believed reasonably accurate but not guaranteed.

Contractor shall take all steps necessary to protect existing facilities during construction to assure continuous operation of lights for runways and taxiways which will be open for night operations.

SP-9 ELECTRIC POWER AND NATURAL GAS

Contractor shall provide electrical, natural gas, and other fuel requirements and pay for electricity, gas, or fuel consumed during Project construction. Contractor shall construct own service lines and such construction shall be in strict accordance with all applicable codes and laws.

SP-10 LINES AND GRADES

Parkhill will provide Contractor with horizontal control points and a benchmark for vertical control. Contractor shall do all construction staking. References to lines and grades as established by Parkhill shall reference these control points.

Parkhill will provide Contractor with all necessary information relating to control points set by Parkhill. Contractor will be responsible for laying out Work. Parkhill will check Contractor's grade control and major layouts at Parkhill's discretion, but this check will not relieve Contractor of responsibility of correctly locating line and grade in accordance with Plans and Specifications.

Parkhill will take all measurements necessary to determine amount of Work performed under various items payment is provided. When necessary, Work will be suspended to permit this Work, but such suspension will be as brief as practicable, and Contractor shall be allowed no extra compensation.

Contractor shall be certain as to accuracy of all measurements before constructing any permanent structure and not take advantage of any errors made in laying out Work. Contractor shall scrupulously preserve such stakes/markings as Parkhill may set for either Parkhill or Contractor guidance. In case of Contractor or employee negligence resulting in destruction of such stakes/markings, an amount equal to the cost of replacing same may be deducted from subsequent estimates due Contractor, at Parkhill discretion.

SP-11 WATER FOR CONSTRUCTION

Contractor shall provide for water requirements and pay for all water consumed during Project construction. Contractor shall arrange and pay for connections to existing water mains, fire hydrants, and piping/hauling water to the point where water is required.

SP-12 MATERIAL TESTS

Specifications require various tests on construction materials. In general, Contractor shall bear the cost of all material tests required before approval of material, source, or mix design. City will bear the cost of all passing commercial laboratory tests required for acceptance during construction of improvements and Contractor shall bear the cost of all failing construction tests.

Where only small amounts of material are used or where compliance with Specifications determined by visual inspection, no tests are required. Certificates of compliance required on all materials not tested.

All materials proposed used may be tested any time during preparation and use. If, after trial, sources of supply approved do not furnish a product of uniform quality or product from any source proves unacceptable any time, Contractor shall furnish approved material from another source.

SP-13 BARRICADES, SIGNS, AND HAZARD MARKINGS

Contractor shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for protection of Work and the safety of the public for passengers and aircraft. Before closing existing apron, runways, or taxiways, place warning signs for air traffic at such locations, visible day and night. Any movement of Contractor vehicles or equipment on/across aprons or taxiways shall carry FAA standard markings or flags. Movement of other vehicles responsible to Contractor shall be under escort, as specified in Article SP-5-2.

Barricades for runways, taxiways, and aprons closed to traffic shall consist of 10-inch-wide by 8-foot-long plastic, FAA-approved barricades. Each barricade shall have reflective striping and a red flashing light on each end. Barricades shall be spaced with no more than 10-foot clearance between flashing lights attached to successive barricades. Obstructions shall be illuminated at night. Proper illumination of obstructions is critical to safe operation of aircraft on the Airport. All warning lights shall be equipped with photocell controls to automatically turn on lights at night and off at daytime. Contractor shall check lights daily (and each night) to assure batteries/power cells are working. Immediately replace or repair any lights found out-of-order, flashing weakly, or in otherwise less than acceptable operating condition. Parkhill may suspend Work on Project if Contractor's warning lights are not maintained. A $25.00/day charge will be assessed Contractor for each light found inoperative by Owner's personnel or representatives.

SP-14 PREVENTION OF AIR AND WATER POLLUTION

Contractor shall use suitable precaution to minimize air and water pollution during Work progress. Contractor shall meet all EPA requirements concerning air and water pollution. Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) as required by Plans and Specifications.

SP-15 PUBLIC CONVENIENCE AND SAFETY

Materials stored on the Airport shall be placed and Work always conducted to cause no greater obstruction to air and ground traffic than Parkhill consider necessary. In protecting operational areas, minimum clearances maintained for runways shall agree with Part 77 of Federal Aviation Regulations. During Project construction, Contractor shall also maintain operational safety on Airport in accordance with the FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports during Construction" and SW5200.5B, "Airport Safety during FAA-funded Airport Construction and FAA Facilities Maintenance." No runway, taxiway, apron, or roadway shall be closed or opened except by express permission from Parkhill and Director of Airports.

Contractor shall be responsible for maintaining pavement free of all rocks, gravel, dirt, and other debris where hauling is permitted on/across any active roadway, apron, runway, taxiway, or areas temporarily closed subject to opening on short notice. Contractor shall immediately remove all rocks, gravel, dirt, or other debris.

SP-16 FINAL CLEANING

As each intermediate phase of Work is completed and before opening any portion of any airfield

apron, roadway, runway, or taxiway, Contractor shall be responsible for cleaning construction site and adjacent pavement as specified.

Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, and temporary structures. Material cleared from site and deposited on adjacent property will not be considered satisfactorily disposed. Cleanup cost shall be included as a part of cost of various items of Work involved with no direct compensation made for this Work.

SP-17 INSURANCE

Contractor shall not begin Work under this Contract until all insurance is obtained as required in General Conditions of Contract, proof of same is furnished to Owner, and Owner approves. All insurance required for this Project shall name the City of Midland and Parkhill as additional insureds.

Contractor shall obtain and deliver to Owner, an Owner's Protective or Contingent Public Liability Insurance Policy naming the City of Midland and Parkhill as additional insureds and amount of policy shall be as follows:

- $1,000,000 for injuries, including accidental death, to one or more persons and subject to noted limit for each person;
- $1,000,000 total limit for all damages arising out of bodily injuries to or death of two or more persons in any one accident;
- limit not less than $1,000,000 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident; and
- $2,000,000 total (or aggregate) limit for all damages arising out of injury to or destruction of property during policy period.

Before Work on any Contract or subcontract begins, Contractor(s) and subcontractor(s) shall submit seven certificates to Owner for approval covering each insurance policy carried and offered as evidence of compliance with noted requirements, signed by an authorized representative of insurance company, setting forth:

- name and address of insured;
- location of operations to which insurance applies,
- number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
- policy expiration date and limit(s) of liability thereunder on date borne by such certificate;
- statement insurance of type afforded by policy applies to all operations of whatever character, undertaken by insured during performance of Contract, provided such operations are required in performance of Contract and
- provision the policy may be canceled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, and cancellation of such policy shall be effective, with copy to Owner of letter of intent.

These certificates will become a part of Contract Documents and must be included with Contract Documents before execution by the City of Midland. Coverages specified herein apply to all Contractor operations in connection with this Work, including automobile and other vehicles.

Contractor's insurance shall cover self, all subcontractors, and sub-subcontractors. All other sublevels of Contractors shall provide copies of proof of insurance if not covered by the general Contractor.

Contractor shall provide a Waiver of Subrogation in favor of the City of Midland and Parkhill on Worker's Compensation and Employee Liability Insurance, Contractor's Public Liability and Property

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Damage Liability Insurance, and Automobile Insurance.

SP-18 REMOVAL AND DISPOSAL OF STRUCTURES, UTILITIES, AND OBSTRUCTIONS

All materials and debris specified to be disposed by Contractor shall become Contractor's property and Contractor shall properly dispose off Airport property.

SP-19 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

Finished surfaces shall conform to lines, grades, cross sections, and dimensions. Any deviation from Plans required by exigencies of construction shall be determined and authorized by Parkhill in writing.

SP-20 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All Work rejected or condemned shall be repaired or, if not satisfactorily repaired, removed and replaced at Contractor expense. Contractor shall immediately remove materials not conforming to Specification requirements from site of Work and replaced with satisfactory material at Contractor expense.

Work done beyond that shown on Plans, or as given, except as herein provided, without proper inspection, or any extra or unclassified Work done without written authority and prior agreement in writing as to prices, will be done at Contractor risk and considered unauthorized and, at Parkhill option, may not be measured, paid for, and may be ordered removed and replaced at Contractor expense.

Upon Contractor failure to repair satisfactorily or remove and replace, if so directed, rejected, unauthorized, or condemned Work or materials immediately after receiving formal notice from Parkhill, Owner may recover for such defective Work or materials on Contractor bond, or by action in court having proper jurisdiction over such matters, or may employ labor, equipment, and satisfactorily repair or remove and replace such Work and charge cost of same to Contractor, which will be deducted from any money due.

SP-21 DISPUTED CLAIMS FOR EXTRA WORK

In case Contractor deems extra compensation is due for Work on materials not clearly covered in Contract nor ordered by Parkhill as an extra, Contractor shall notify Parkhill in writing of intention to make a claim for such extra compensation before beginning Work on which claim is based and shall afford Parkhill every facility for keeping actual cost of Work. Contractor's failure to give such notification or afford Parkhill proper facilities for keeping strict account of actual costs, shall constitute a waiver of claim for such extra compensation. Contractor's filing of such notice and keeping of costs by Parkhill shall not in any way be construed to prove claim validity. When Work is completed, Contractor shall, within 10 days, file a claim for extra compensation with Parkhill, who will present it to Owner for consideration.

SP-22 FEDERAL PARTICIPATION

Pursuant to provisions of the Act of Congress known as the Airport Improvement Program of 1982 as amended, the United States Government may pay a portion of improvement cost. This Act of Congress provides construction Work and labor in each state shall be in accordance with laws of that state subject to FAA inspection and approval and in accordance with rules and regulations made pursuant to said Act. Construction Work, therefore, will be subject to such inspection by FAA Administrator or agents as deemed necessary to meet with requirements when Federal funds are used, but such inspection will in no sense make the Federal Government a party to this Contract nor interfere with rights of either party to Contract.

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SP-23 INDEMNIFICATION

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND OWNER, PARKHILL, AND ALL OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT FOR/ON ACCOUNT OF ANY INJURIES/DAMAGES RECEIVED/SUSTAINED BY ANY PERSON(S)/PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CONTRACTOR, AGENTS, EMPLOYEES, OR ANY SUBCONTRACTOR, IN EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR IS REQUIRED TO PAY ANY JUDGMENT WITH COSTS OBTAINED AGAINST OWNER, PARKHILL, OR ANY OFFICERS, AGENTS, OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY FEES.

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

CONTRACTOR AGREES TO INDEMNIFY AND SAVE OWNER AND PARKHILL 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, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN FURTHERING PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE ALL OBLIGATIONS OF NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED, OR WAIVED.

CONTRACTOR HEREBY WAIVES ALL RIGHTS TO ANY ATTORNEY FEES AWARDED AS RESULT OF ANY ACTION BROUGHT UNDER THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT RELATING TO THIS CONTRACT.

SP-24 CONTRACTOR RESPONSIBILITY FOR WORK

Until acceptance by Parkhill of any part or all construction, as provided for in these Specifications, it shall be under charge and care of Contractor who shall take every necessary precaution against injury or damage to any part of Work by action of elements or from any other cause whatsoever, whether arising from execution/non-execution of Work. Contractor shall rebuild, repair, restore, and make good, at own

expense, all injuries or damage to any portion of Work occasioned by any noted cause before completion and acceptance.

SP-25 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

Making Final Payment by Owner to Contractor shall not relieve Contractor of responsibility for faulty materials or workmanship. Contractor shall promptly replace any such defects discovered within one year from date of written acceptance of Work.

SP-26 TEXAS STATE SALES TAX

Work under this Contract is for an entity which qualifies for exemption pursuant to provisions of Article 151.309 of the Texas Tax Code.

Contractor performing this Contract may purchase, rent, or lease all materials, supplies, and equipment incorporated into Project by issuing an exemption certificate to supplier in lieu of tax, said exemption certificate complying with State Comptroller rulings. However, equipment and parts for equipment purchased used on Project but not incorporated into Project do not qualify for said tax exemption.

Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into Project. Further, Contractor shall separate charges for materials incorporated into Project from charges for labor. Any such exemption certificate issued by Contractor in lieu of tax shall be subject to provisions of State Comptroller rulings.

SP-27 SEPARATE CONTRACTS

Owner reserves the right to let other contracts about/near Project. Contractor shall afford other contractors a reasonable opportunity for introduction and storage of materials, execution of Work, and coordinate Work with theirs. Contractor coordination with other contractors shall require Parkhill approval. See Article SP-3 for additional requirements concerning separate Contracts.

SP-28 TRENCH SAFETY

Contractor shall strictly comply with all requirements of Occupational Safety and Health Administration (OSHA) Manual, Chapter XVII, Subpart P - Excavation, Trenching and Shoring, for all trenching and excavation operations.

If depths of trenches are encountered over 5 feet, Contractor shall cut trench walls to angle of repose of soils encountered or submit alternate shoring details to Parkhill for approval.

SP-29 LOAD RESTRICTIONS

Contractor shall comply with all legal load restrictions in hauling materials on public roads beyond limits of Work. A special permit will not relieve Contractor of liability for damage which may result from moving material or equipment.

Equipment operations of such weight or so loaded to cause damage to structures or any other type of construction will not be permitted. Hauling materials over base course is not permitted. Hauling materials over base or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before curing period expiration. Contractor shall be responsible for all damage done by hauling equipment and shall correct such damage at own expense.

SP-30 NOTICE TO PROCEED

Notice to proceed shall state the date on which it is expected Contractor will begin construction and from which date Contract time will be charged. Contractor shall begin Work to be performed under Contract within 10 days of date set by Parkhill in written Notice to Proceed, but in any event, Contractor shall notify Parkhill at least 24 hours in advance of time actual construction operations will begin.

SP-31 PAYMENT FOR MATERIALS ON HAND

Partial payments may be made to extent of delivered cost of materials to incorporate in Work, if such materials meet requirements of Contract, Plans, and Specifications and are delivered to acceptable sites on Airport property or other sites in the vicinity acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in next partial payment after these conditions are met:

A. Material is stored/stockpiled in a manner acceptable to Parkhill at/on an approved site.
B. Contractor furnished Parkhill with acceptable evidence of quantity and quality of such stored/stockpiled materials.
C. Contractor furnished Parkhill with satisfactory evidence material and transportation costs have been paid. Contractor is to provide copies of invoices paid (listing the cost of each item) for materials on hand requested on partial payment request.
D. Contractor furnished Owner legal title (free of liens/encumbrances of any kind) to material so stored/stockpiled.
E. Contractor furnished Owner evidence material stored/stockpiled is insured against loss by damage to or disappearance of such materials any time before use in Work.

Transfer of title and Owner's payment for such stored/stockpiled materials shall in no way relieve Contractor of responsibility for furnishing and placing such materials in accordance with requirements of Contract, Plans, and Specifications.

In no case will amount of partial payments for materials on hand exceed Contract price for such materials or Contract price for Contract item in which material is intended for use.

No partial payment made for stored/stockpiled living or perishable plant materials.

Contractor bears all costs associated with partial payment of stored/stockpiled materials in accordance with provisions of this subsection. See also SP-52 "Partial Payments" and GC-46 "Partial Payments."

SP-32 WEIGHING AND MEASURING EQUIPMENT

Except as modified herein, all scales and scale installations shall meet requirements of the National Institute of Standards and Technology Handbooks 44 and 112 (published by U.S. Department of Commerce and available from Superintendent of Documents, U.S. Government Printing Office, Washington, D.D. 20402-9325), except required accuracy shall be 0.4% of load weighed or one graduation on the scale dial. Contractor shall provide personnel, facilities, and equipment for checking scales to Parkhill satisfaction.

Check all scales before beginning operations, after each move, at times when, in Parkhill opinion, there is a question as to accuracy/adequacy, and at least once each six months. Contractor shall furnish a report of calibration from a scale mechanic licensed by the Texas Department of Agriculture using certified weights and approved by Parkhill, certifying scales meet requirements of this item. Plant operations shall cease during checking operation. When inaccuracy/inadequacy is discovered, do not resume scale use until corrective measures are complete and/or scales calibrated. When equipment is adjusted, modify to bring performance errors as close as practicable to zero value.

SP-33 PROGRESS SCHEDULE

Within 15 working days after award of Contract (or at Preconstruction Meeting), Contractor shall submit a Project progress schedule. Progress schedule shall be prepared in a form suitable to Parkhill and show proposed starting and completion dates for each phase of construction as well as each item of Work within each phase. Progress schedule shall include a "Percent Complete Curve" with monthly amount, cumulative amount, and cumulative percent. Progress schedule, if suitable and indicates certain Project completion within the specified time, will be approved in writing by Parkhill. Revisions/changes in approved progress schedule may only be made with Parkhill approval.

SP-34 AVERAGE CLIMATIC RANGE

Time allowed for completion of entire Project shall include number of calendar days for anticipated delays due to normal weather conditions. No time extension for delays due to weather allowed until and unless such delays exceed claims for extension of time because of abnormal inclement weather. Such extension of time shall be granted only because such abnormal inclement weather prevented execution of major items of Work on normal working days. Weather conditions on a particular day may affect Work on days following the normal weather day. This subsequent delay shall not be considered abnormal and no extension of time will be considered.

The following weather table reflects meteorological data from Midland-Odessa area and will be used to determine Contract time extensions due to abnormally inclement weather. For purposes of this Contract, "abnormally inclement weather" is interpreted as number of days more than normal number of days on which rainfall exceeds 0.01 inch, or snow/ice pellets exceed 1.0 inch. Extensions of time to complete Work will be based on calendar days and granted by monthly account. No "rain days" unused for previous months may be carried over or accountable for future periods of time.

WEATHER TABLE		
MONTH	**MEAN NO. OF RAIN DAYS[1]**	**MEAN NO. OF SNOW/ICE PELLETS DAYS[2]**
January	3	0
February	3	0
March	4	0
April	3	0
May	5	0
June	5	0
July	4	0
August	5	0
September	7	0
October	3	0
November	3	0
December	3	0
TOTAL	**48**	**0**

[1] Mean number of days' rainfall, 0.01 inch or more.
[2] Mean number of days' 1.0 inch or more.
* Less than 0.5 inch.

Table based on information reported from MAF, Midland, Texas.
Latitude 31 degrees, 56 minutes N Longitude, 102 degrees 12 minutes W,
elevation (ground) 2,862 feet.
Means are based on records covering 10 years from 2012-2021.

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SP-35 SUBSTANTIALLY COMPLETE

In various specifications "Substantially Complete" is used. Definition shall be:

> "Substantially complete shall occur at time Work to be completed is complete as specified and Owner accepts/occupies facility/improvement. All equipment shall have been completely installed, tested, ready for Owner acceptance and use, and accepted by Owner before Work is defined as substantially complete."

SP-36 SUBMITTALS

Transmit each submittal with Contractor-standard transmittal letter including Contractor name, address, and phone number. Identify Project, Contractor, subcontractor, or supplier, pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate. Apply Contractor stamp, signed/initialed certifying review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, are in accordance with requirements of Work and Contract Documents. Schedule submittals to expedite Project and deliver to Parkhill via the Procore website (except for product samples mailed to Parkhill's physical address). Coordinate submission of related items. Identify variations from Contract Documents and product/system limitations detrimental to successful performance of completed Work. Parkhill Project Coordinator (PC) shall distribute reviewed submittals to concerned parties via the Procore website instructing parties to promptly report any inability to comply with provisions. Process/format as follows:

- Digitally upload all submittals using PDF file extension. Each submittal shall be a single PDF file including transmittal letter. Multiple files for the same submittal will not be accepted.
- Submittals in any other format, including ZIP files, will be rejected.
- Hard copies will not be accepted.
- To ensure each page is legible, PDF pages of Drawings shall be same size/scale as a hard copy. Where applicable, provide scale symbols to indicate scale. Illegible submittals will be rejected.
- Upload submittals to the Parkhill Procore website.

Submittal procedures described herein apply to Construction Progress Schedule, Products List, Shop Drawings, Product Data, Samples (actual samples to submit, not digital files), Design Data, Test Reports, Certificates, Manufacturer Instructions and Field Reports, and other types of submittals submitted to Parkhill. Submittals shall include but not necessarily limited to:

- Preliminary CPM Contractor's construction schedule.
- Detailed lighting plan for night Work (if applicable).
- Contractor's list of emergency names and phone number.
- Video and/or written report of existing facilities conditions documenting inspection results performed before start of Work.
- List of subcontractors and material suppliers with experience statement.
- Certified payroll reports and statement of compliance from Contractor and all subcontractors (submitted directly to Airport Accountant).
- Disadvantaged Business Enterprise (DBE) utilization reports (submitted with monthly pay applications).
- Three-week lookahead Project schedule (at weekly construction meetings).
- Contractor Quality Control Plan (submitted by preconstruction meeting).
- Other submittals noted in Appendix C of Construction Management Plan (CMP).
- Contractor affidavit regarding settlement of claims (closeout request).
- Original affidavit acknowledging all subcontractors, material suppliers, payrolls, bill for materials and equipment, and other indebtedness connected with Contract have been paid or otherwise satisfied (closeout request).
- Original with notary signature, full and final release, and waiver on liens from Contractor, each subcontractor, and material suppler that documents that are been paid in full (closeout request).

- Warranty (due at Final Completion).
- Maintenance and operating instructions of new equipment.

SP-37 GEOTECHNICAL INFORMATION

A geotechnical report for this Project is available in Appendix A but is included for information only and is not intended to represent conditions in all Project areas.

SP-38 SOVEREIGN IMMUNITY

By executing this Contract, Owner is not waiving its right to sovereign immunity. Owner is retaining immunity from suit. Owner is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

SP-39 GOVERNING LAW AND VENUE

This Contract shall be governed by 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. Exclusive venue for any claims, suits, or other action arising from or connected in any way to this Contract or performance of this Contract shall be in Midland County, Texas. Obligations and undertakings of each party to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced, and construed under the law of the State of Texas. Laws of the State of Texas shall govern, construe, and enforce all rights and duties of parties, including but not limited to tort claims and all Contractual claims or disputes, arising from or relating in any way that would direct application of laws of another jurisdiction.

SP-40 THIRD-PARTY BENEFICIARY

This Contract does not create a third-party beneficiary nor is there a third-party beneficiary to this Contract. No person/entity not a party to this Contract shall have any third-party beneficiary or other rights hereunder.

SP-41 RELEASES

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

SP-42 INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all Work and services described herein as an independent Contractor and not as an officer, agent, servant, or employee of Owner; that Contractor shall have exclusive control of and exclusive right to control details of services and work performed hereunder, and all persons performing the same; and shall be solely responsible for acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between owner and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise

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between Owner and Contractor. No person performing any work and services described hereunder by Contractor shall be considered an officer, agent, servant, or employee of Owner. Further, it is specifically understood and agreed that nothing in this contract 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. Contractor shall be an independent contractor under this Contract and shall assume all rights, obligations, and liabilities applicable to it as such independent contractor. Owner does not have the power to direct the order Work is done. Owner shall not have the right to control means, methods, or details of Contractor's work. Contractor shall assume exclusive responsibility for Work. Contractor is entirely free to do Work in its own way.

SP-43 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, Contractor or legal representative shall give City Manager, or other reasonable official of Owner, notice in writing (consisting of one original and seven copies of notice attached to Contract) of such damages, duly verified, within 150 days after same has been sustained. Discovery rule does not apply to giving this notice. Notice shall include when, where, and how damages occurred, apparent extent thereof, amount of damages sustained, amount for which Contractor will settle, physical and mailing addresses of Contractor at time and date claim was presented as well as physical and mailing addresses of Contractor for six months immediately preceding occurrence of such damages, and names and addresses of witnesses upon whom Contractor relies on to establish claim. Failure to notify City Manager within time and manner provided herein shall exonerate, excuse, and except Owner from any liability whatsoever. Owner is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. Owner reserves the right to request reasonable, additional information regarding claim. Said additional information shall be supplied within 30 days after receipt of notice.

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 another provision, Contractor failure to comply with requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Owner has actual/constructive notice/knowledge of said claim or alleged damages. Contractor agrees requirements of this entire Contract are reasonable.

SP-44 ASSIGNMENT

Contractor shall not directly/indirectly assign all/any part of this Contract or any interest, right, or privilege herein, without prior written consent of Owner. Owner has the sole discretion on whether to grant consent to an assignment.

SP-45 WAIVER OF ATTORNEY FEES

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST OWNER, REGARDING AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO CONTRACT OR CONSTRUCTION, INTERPRETATION, OR BREACH OF CONTRACT. CONTRACTOR SPECIFICALLY AGREES IF CONTRACTOR BRINGS/COMMENCES ANY LEGAL ACTION/PROCEEDING RELATED TO THIS CONTRACT, CONSTRUCTION, INTERPRETATION, VALIDITY, OR BREACH OF CONTRACT INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO 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, CONTRACTOR AGREES TO

ABANDON, WAIVE, AND RELINQUISH ALL RIGHTS TO RECOVERY OF ATTORNEY FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THIS IS A VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. CONTRACTOR ACKNOWLEDGES AN UNDERSTANDING OF ALL TERMS AND CONDITIONS OF CONTRACT. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN OWNER AND CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED/INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO EXECUTION.

SP-46 PROMPT PAY ACT

Owner and Contractor agree Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

SP-47 PAYMENT

After Contractor completes all Work including all Change Orders altering original Scope, amount of said Contract are completed, and Owner inspected and approved that Work is completed and in compliance with Contract and all subsequent Change Orders, Owner may thereafter issue payment to Contractor in amount of Contract and all Change Orders. Owner shall be the final judge of when Contractor completes Work. Owner, at sole discretion, shall determine if Work under Contract and under any Change Orders was done to Owner requirements. Owner may make periodic payments to Contractor; however, such periodic payments may only be made pursuant to this Article and only after all Work and Change Orders are completed by Contractor and approved by Owner.

SP-48 PROJECT CLOSEOUT

Approval of Final Payment to Contractor is contingent upon completion and submittal of items listed below. Final Payment not approved until Parkhill approves Contractor's final submittal. Contractor shall:

- provide two copies of all manufacturer warranties specified for materials, equipment, and installations.
- provide weekly payroll records (not previously received) from General Contractor and all subcontractors.
- complete final cleanup. Upon completion of Work and before acceptance and final payment is made, Contractor shall remove from site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within limits indicated and leave site neat and presentable. Material cleared from site and deposited on adjacent property will not be considered as having been disposed satisfactorily unless Contractor obtained written permission of such property owner.
- complete all punch list items identified during Final Inspection.
- provide complete release of all claims for labor and material arising out of Contract.
- provide a certified statement signed by subcontractors indicating actual amounts paid to Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with Project.
- return copies of sales tax completion forms when applicable per state requirements.

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- provide manufacturer certifications for all items incorporated in Work.
- make all required Record, As-Built, or As-Constructed Drawings available.
- deliver Project Operation and Maintenance (O&M) Manual(s).
- provide Security for Construction Warranty.
- submit equipment commissioning documentation, if required.

SP-49 DISCLOSURE OF INTERESTED PARTIES

Successful proposer will be required to complete Texas Ethics Commission Form 1295-Certificate of Interested Parties and submit completed form with executed Contracts for Project. Complete Form 1295 online at the Texas Ethics website: https://www.ethics.state.tx.us/filinginfo/1295/

Parkhill will email links to Contractor with an explanation once Contract is awarded. Contractor is responsible for completing form, printing, and submitting along with all other required Contract Documents.

SP-50 PARKHILL/RPR AUTHORITY AND DUTY

Parkhill nor RPR shall supervise, direct, or have control over Contractor's Work nor have any responsibility for construction means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with Work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents.

Parkhill nor RPR shall be responsible for any acts/omissions of Contractor, subcontractor, entity performing any portions of Work, or agents or employees of any of them. Parkhill nor RPR guarantee Contractor performance nor are responsible for Contractor's failure to perform Work in accordance with Contract Documents or any applicable laws, codes, rules, or regulations.

SP-51 ANTI-BOYCOTT STATUTES

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

- that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract;
- that Contractor does not boycott energy companies and will not boycott energy companies during the term of this Contract; and
- that Contractor 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 Contractor shall be deemed to have not made such verification.

SP-52 PARTIAL PAYMENTS

Partial Payments will be made to Contractor at least once each month as Work progresses. Said payments will be based upon estimates, prepared by Contractor for Architect/Engineer review, of the value of Work performed and materials complete and in place, in accordance with Contract, Plans, and Specifications. Such partial payments may also include delivered actual cost of those materials stockpiled and stored in accordance with Construction Contract requirements. No partial payment will be made when amount due to Contractor since last estimate is less than $500.

1) From the total amount determined payable on a partial payment, Owner shall deduct

and retain 5 percent of such total amount to protect Owner interests. Unless Owner instructs otherwise, amount Owner retains will be in effect until final payment is made except:

a. Contractor may request release of retainage on work partially accepted by Owner in accordance with Construction Contract requirements. Contractor must provide a certified invoice to Owner to support retainage value held by Owner for partially accepted Work.

2) Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor received partial payment. Contractor must provide Owner evidence of prompt and full retainage payment held by prime Contractor to subcontractor within 30 days after subcontractor work is satisfactorily completed. Subcontractor work is satisfactorily completed when all tasks called for in subcontract are accomplished and documented as Owner requires. When Owner incrementally accepts a portion of a prime contract, subcontractor work covered by that acceptance is deemed satisfactorily completed.

3) When at least 95 percent of Work is completed to Owner satisfaction, Contractor shall, at Owner discretion and with consent of surety, prepare estimates of both contract value and cost of remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of work remaining to be done. Remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in proposal or covered by approved change orders or supplemental agreements, except when Architect/Engineer determines such excess quantities are to be part of the final quantity for item of work in question.

No partial payment shall bind Owner to acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at time of final payment in accordance with Construction Contract requirements.

Contractor shall deliver Owner a complete release of all claims for labor and material arising out of this contract before final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. Bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

END OF DOCUMENT

PACKET 11.86 August 27, 2024
ADDENDUM NO. 02

GENERAL CONDITIONS OF CONTRACT

GC-01. OWNER

When "Owner," "Party of the First Part," or "First Party" are used in Contract Documents, it shall refer to Owner as described in Contract.

GC-02. CONTRACTOR

When "Contractor," "Party of the Second Part," or "Second Party," are used, it shall mean person(s), co-partnership, or corporation so defined in Contract who agreed to perform Work embraced in this Contract, or to legal representatives.

GC-03. ARCHITECT/ENGINEER

When "Architect/Engineer" is used in this Contract, it shall refer to Parkhill, Architect/Engineer of Owner, or such other Architect/Engineer, supervisor, or inspector, as authorized by said Owner, to act as Owner's representative with respect to services performed or furnished by Architect/Engineer.

GC-04. CONTRACT DOCUMENTS

Contract Documents shall consist of Notice to Bidders (Advertisement), Instructions to Bidders, Proposal, signed Contract, Performance Bond, Payment Bond, General Conditions of the Contract, Special Provisions, Technical Specifications, Plans, and all modifications thereof incorporated in any documents before execution of Contract.

Contract Documents are complementary and called for by any one person/entity shall be as binding as if called for by all. In case of conflict between Contract Documents, priority of interpretation shall be in the following order:

1. Signed Contract,
2. Performance Bond,
3. Special Bonds (if any),
4. Proposal,
5. Special Provisions,
6. Notice to Bidders,
7. Instructions to Bidders,
8. Technical Specifications,
9. Plans,
10. General Conditions of the Contract, and
11. General Contract Provisions.

GC-05. SUBCONTRACTOR

"Subcontractor," as employed herein, includes only those with a direct contract with Contractor and includes one who furnished material worked to a special design according to plans or Specifications of this Work but does not include one who merely furnished material not so worked.

GC-06. WRITTEN NOTICE

Written notice shall be deemed to be duly served if delivered in person to individual, member of firm, or officer of corporation intended, or if delivered/sent by registered mail to last business address known.

GC-07. WORK

Unless otherwise stipulated, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, water, light, power, fuel, transportation, and other facilities necessary for execution and completion of Work covered by Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials of good quality. Contractor shall, if required, furnish satisfactory evidence as to kind and quality of materials. Materials or Work described in words shall have a well-known technical or trade meaning and held to refer to such recognized standards.

GC-08. DELETED

GC-09. DELETED

GC-10. LAYOUT OF WORK

Except as specifically provided herein, Contractor shall be responsible for laying out all Work and accomplish Work as acceptable to Architect/Engineer. Architect/Engineer will check Contractor's layout of all major structures and other layout work done by Contractor at Contractor request, but this check does not relieve Contractor of responsibility of correctly locating all Work in accordance with Plans and Specifications.

GC-11. ARCHITECT/ENGINEER AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between parties to this Contract that Architect/Engineer will observe quality and progress of Work at various times. To prevent delays, disputes, and discourage litigation, it is further agreed Architect/Engineer shall, in all cases, determine amounts and quantities of several kinds of Work paid under this Contract. He shall determine all questions in relation to said Work and construction thereof, and in all cases, decide every question which may arise relative to execution of this Contract on part of said Contractor. Architect/Engineer estimates and findings shall be conditions precedent to right of parties hereto to any action of Contract, and any rights of Contractor to receive any money under this Contract; provided, however, should Architect/Engineer render any decision or give any direction, which in the opinion of either party hereto, is not in accordance with meaning and intent of this Contract, either party may file with said Architect/Engineer within 30 days, written objection to decision/direction so rendered. Contract intent is for there to be no delay in execution of Work; therefore, written decisions/directions of Architect/Engineer as rendered shall be promptly carried out and any claim arising therefrom shall be thereafter adjusted as hereinafter provided.

Architect/Engineer shall, within a reasonable time, render and deliver to both Owner and Contractor, a written decision on all claims of parties hereto and all questions which may arise relative to execution of Work or interpretation of Contract, Specifications, and Plans. Should Architect/Engineer fail to make such decision within a reasonable time, an appeal may be taken as if decision was rendered against party appealing.

When "directed," "required," "permitted," "designated," "considered necessary," "prescribed," "approval," "acceptable," "satisfactory," or words of like import are used, it is understood direction, requirement, permission, order, designation, prescription, approved by, acceptable, or satisfactory of Architect/Engineer is intended.

In Specifications or Drawings accompanying this Contract, terms of description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but necessarily described in general terms, fulfillment of which must depend on individual judgment, in all such cases, any question of fulfillment of said Specifications shall be decided by Architect/Engineer, and said work done in accordance with interpretations of meaning of words, terms, or clauses defining character of Work.

GC-12. SUPERINTENDENCE AND PROJECT REPRESENTATION

It is agreed by Contractor that Architect/Engineer may appoint such subordinate engineers, supervisors, or Project representatives as Architect/Engineer may deem proper to inspect material furnished and Work done under this Contract, see said material is furnished and done in accordance with Specifications therefor. Contractor shall furnish all reasonable aid and assistance required by subordinate engineers, supervisors, or Project representatives for proper inspection and examination of Work. Contractor shall regard and obey directions and instructions of any subordinate engineers, supervisors, or Project representatives so appointed when such directions and instructions are consistent with obligations of this Contract and accompanying Plans and Specifications, provided; however, should Contractor object to any orders by any subordinate engineer, supervisor, or Project representative, Contractor may, within six days, make written appeal to Architect/Engineer for his decision.

GC-13. CONTRACTOR DUTY AND SUPERINTENDENCE

Contractor shall give personal attention to faithful prosecution and completion of this Contract and keep on Work, during progress, competent superintendent, and any necessary assistants all satisfactory to Architect/Engineer. Superintendent shall represent Contractor when absent and all directions given shall be as binding as if given to Contractor. Adequate supervision by competent and responsible Contractor representatives is essential to proper performance of Work and lack of such supervision shall be grounds for suspending Contractor operations. Confirm important directions in writing to Contractor. Confirm other directions on written request in each case.

GC-14. CONTRACTOR UNDERSTANDING

It is understood and agreed that Contractor is, by careful examination, satisfied as to nature and location of Work, confirmation of ground, character, quality, and quantity of materials to be encountered, character of equipment and facilities needed preliminary to and during prosecution of Work, general and local conditions, and all other matters which can in any way affect Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of this Contract, shall affect or modify any terms or obligations herein contained.

GC-15. CHARACTER OF WORKERS

Contractor agrees to employ orderly and competent employees, skillful in performance of work required under this Contract, to do Work; and agrees whenever informed by Architect/Engineer in writing, any employee(s) on Work are, in Architect/Engineer opinion, incompetent, unfaithful, or disorderly, such employee(s) shall be discharged from Work and not again employed on Work without Architect/Engineer's written consent.

GC-16. CONTRACTOR BUILDINGS

Building structures for housing employees, erecting tents, or other forms of protection will be permitted only at such places as Architect/Engineer shall direct, and sanitary conditions of grounds in or about such structures shall always be maintained as satisfactory to Architect/Engineer.

GC-17. SANITATION

Contractor shall construct and maintain necessary sanitary conveniences for use of laborers on work, properly secluded from public observation, approved by Architect/Engineer, and use strictly enforced.

GC-18. SHOP DRAWINGS

Contractor shall submit to Architect/Engineer with such promptness as to cause no delay in Work of any Contractor, Shop/Setting Drawings and schedules required for Work of various trades, and Architect/Engineer shall pass upon them with reasonable promptness, making required corrections. Architect/Engineer approval of such Drawings or schedules, shall not relieve Contractor from responsibility for deviations from Drawings or Specifications, unless Architect/Engineer called attention to, in writing, such deviations at time of submission nor relieve Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

GC-19. PRELIMINARY APPROVAL

Architect/Engineer shall not have power to waive obligations of this Contract for furnishing by Contractor of good material, and performing good work as herein described, and full accordance with Plans and Specifications. No failure or omission of Architect/Engineer to condemn any defective work or material shall relieve Contractor from obligations to tear out, remove, and properly replace same at any time prior to final acceptance upon discovery of said defective Work or material, provided; however, Architect/Engineer shall, upon request of Contractor, inspect, accept, and/or reject any material furnished, and in event material was once accepted by Architect/Engineer, such acceptance shall be binding on Owner, unless clearly shown such material furnished does not meet specifications for this work. Any questioned work may be ordered taken up or removed for Architect/Engineer to re-examine, prior to final acceptance, and, if found not in accordance with Specifications for said Work, all expense of removing, re-examination, and replacement shall be borne by Contractor, otherwise expense thus incurred shall be allowed as "Extra Work" and paid for by Owner, provided, where inspection or approval is specifically required by Specifications prior to performance of certain Work, should Contractor proceed with such Work without requesting prior inspection or approval, Contractor shall bear all expense of taking up, removing, and replacing Work if so directed by Architect/Engineer.

GC-20. DEFECTS AND REMEDIES

It is further agreed if Work or any part thereof, or any material brought on site of Work for use in Work or selected for same, shall be deemed by Architect/Engineer as unsuitable or not in conformity with Specifications, Contractor shall, after receipt of written notice thereof from Architect/Engineer, forthwith remove such material and rebuild or otherwise remedy such work for full accordance with this Contract.

GC-21. CHANGES AND ALTERATIONS

Contractor further agrees Owner may make such changes and alterations as Owner sees fit, in line, grade, form, dimensions, plans, or materials for Work herein contemplated, or any part thereof, before or after beginning construction without affecting validity of this Contract and accompanying performance bond.

If such changes or alterations diminish quantity of Work to do, they shall not constitute basis for a claim for damages, or anticipated profits on Work that may be dispensed with, except as provided for unit price items under "Estimated Quantities." If amount of Work is increased or decreased, and Work can fairly be classified under Specifications, price adjustment for such increase or decrease shall be made according to quantity actually done and at unit price, if any, established for such work under this Contract, except as provided for unit price items under "Estimated Quantities;" otherwise, price adjustment for such changed work shall be made as provided under "Extra Work." In case Owner shall make such changes or alterations as useless any material already done or material already furnished or used, Owner shall recompense Contractor for any material or labor so used, and any actual loss occasioned by such change, due to actual expense incurred in preparation as originally planned.

GC-22. RIGHT OF ARCHITECT/ENGINEER TO MODIFY METHODS AND EQUIPMENT

If at any time, methods or equipment used by Contractor are found inadequate to secure quality of Work or rate of progress required under this Contract, Architect/Engineer may order Contractor, in writing, to increase safety or improve character and efficiency, and Contractor shall comply with such order.

If at any time, working force of Contractor is inadequate for securing progress herein specified, Contractor shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with schedule of progress.

GC-23. KEEPING PLANS AND SPECIFICATIONS ACCESSIBLE

Architect/Engineer shall furnish Contractor with an adequate and reasonable number of copies of all Specifications without additional expense, and Contractor shall keep one copy of same constantly accessible on Work, with latest revisions noted thereon.

GC-24. OWNERSHIP OF DRAWINGS

All Drawings, Specifications, and copies thereof furnished by Architect/Engineer shall not be reused on other work, and with exception of signed contract sets, are returned to him on request, at completion of Work. All models are property of Owner.

GC-25. ADEQUACY OF DESIGN

It is understood Owner employed competent Engineers and Designers. It is, therefore, agreed Owner shall be responsible for adequacy of design, sufficiency of Contract Documents, safety of structure, and practicability of operations of completed Project, provided Contractor complied with requirements of said Contract Documents, all approved modifications thereof, additions, and alterations thereto approved in writing by Owner. Burden of proof of such compliance shall be upon Contractor to show compliance with said requirements of Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

GC-26. RIGHT OF ENTRY

Owner reserves the right to enter property or location on which Work herein contracted for are to be constructed or installed, by such agent(s) as elected, to supervise and inspect Work, or construct or install such collateral work as said Owner may desire.

GC-27. COLLATERAL CONTRACTS

Owner agrees to provide by separate contract or otherwise, all labor and material essential to completion of Work specifically excluded from this Contract, not delaying progress of Work, or damage said Contractor, except where such delays are specifically mentioned elsewhere in Contract Documents.

GC-28. DISCREPANCIES AND OMISSIONS

It is further agreed the intent of this Contract is all Work must be done and material furnished in accordance with generally accepted practice, and in the event of any discrepancies between separate Contract Documents, priority of interpretation defined under “Contract Documents” shall govern. In the event of a remaining doubt as to meaning and intent of any portion of Contract, Specifications, or Drawings, Architect/Engineer shall define which is intended to apply to Work.

GC-29. DELETED

GC-30. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall take out and procure a policy of worker compensation with an insurance company licensed to transact business in the State of Texas, which policy shall comply with Workman's Compensation Law of the State of Texas. Contractor shall always exercise reasonable precautions for the safety of employees and others on/near Work and comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery, equipment, and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. Contractor, sureties, and insurance carriers shall defend, indemnify, and save harmless Owner and all officers, agents, employees, Architect/Engineer, agents, and employees from all suits, actions, or claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any persons/property, on account of any negligent act or fault of Contractor or any subcontractor, agents, or employees, in execution and supervision of said Contract and Project of this Contract or on account of Contractor or any subcontractor failure to provide necessary barricades, warning lights, or signs, and will be required to pay any judgment with costs obtained against Owner or any officers, agents, or employees, and/or Architect/Engineer, agents, and/or employees.

Safety precautions taken shall be sole responsibility and discretion of Contractor, as an independent contractor; inclusion of this paragraph in Contract, as well as any notice given by Owner, Architect/Engineer, or representatives concerning omissions under this article as Work progresses, are intended only as reminders to Contractor of duty and not construed as any assumption of duty to supervise safety precautions by Owner or Architect/Engineer.

GC-31. CONTRACTOR INSURANCE

Contractor shall procure and carry, at sole cost and expense, throughout life of Contract, insurance protection as hereinafter specified. All Insurance shall name Owner and Architect/Engineer as additional insureds except Worker's Compensation and Employer Liability Insurance. Such insurance shall be carried with an insurance company licensed to transact business in the State of Texas and cover all operations in connection with this Contract. Contractor insurance shall cover self and, at minimum, all subcontractors, and sub-subcontractors. All other sublevels of contractors shall provide copies of proof of insurance if not covered by General Contractor.

Contractor shall provide a Waiver of Subrogation in favor of City of Midland and Parkhill on Worker's Compensation, Employer Liability Insurance, Contractor's Public Liability, Property Damage Liability Insurance, and Automobile Insurance.

a. Worker's Compensation and Employer Liability Insurance: As required by statute, covering all employees employed on Work whether employed by Contractor or subcontractor.
b. Contractor's Public Liability and Property Damage Liability Insurance: Providing for a limit not less than $1,000,000.00 for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of $1,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $1,000,000.00 for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of $2,000,000.00 for all damages arising out of injury to or destruction of property during policy period.
c. Automobile Insurance: Providing a limit not less than $1,000,000.00 for injuries, including accidental death, to any one person and, subject to same limit for each person a total limit of $2,000,000.00 on account of one accident, and automobile property damage insurance in an amount not less than $500,000.00.

d. Proof of Insurance Carriage: Before Work on any Contract or subcontract, each Contractor and subcontractor shall submit to Owner for approval, six certificates covering each insurance policy carried and offered as evidence of compliance with requirements, signed by an authorized representative of the insurance company, setting forth:

1. Name and address of insured;
2. Location of operations to which insurance applies;
3. Number of policy and type(s) of insurance in force thereunder on date borne by such certificate;
4. Expiration date of policy and limit(s) of liability thereunder on date borne by such certificate;
5. Statement that insurance of type afforded by policy, applied to all operations of whatever character, undertaken by insured during performance of this Contract, provided such operations are required in performance of Contract; and
6. Provision that policy may be cancelled only by mailing written notice to named insured at address shown in this policy stating when, not less than 10 days thereafter, cancellation of such policy shall be effective, with copy to Owner of letter of intent.

GC-32. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between Contractor and Owner, date of beginning and time for completion as specified in Contract of Work to be done hereunder, are ESSENTIAL CONDITIONS of this Contract; and further mutually understood and agreed Work embraced in this Contract shall be commenced on a date to be specified in "Notice to Proceed."

Contractor agrees said Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within time specified. It is expressly understood and agreed, by and between Contractor and Owner, time for completion of Work described herein is a reasonable time for completion of same, taking into consideration average climatic range and usual industrial conditions prevailing in this locality.

If said Contractor shall neglect, fail, or refuse to complete Work within time herein specified, or any proper extension thereof granted by Owner, Contractor does hereby agree, as a part consideration for awarding this Contract, to pay to Owner amount specified in Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each calendar day Contractor shall be in default after time stipulated in Contract for completing Work.

Said amount is fixed and agreed upon by and between Contractor and Owner because of impracticability and extreme difficulty of fixing and ascertaining actual damages Owner would in such event sustain, and said amount is agreed to be amount of damages Owner would sustain and said amount retained as necessary by Owner from current periodical estimates.

It is further agreed time is of the essence of every portion of this Contract and Specifications wherein a definite and certain length of time is fixed for performance of any act whatsoever; and where under Contract an additional time is allowed for completion of any work, new time limit fixed by such extension shall be of the essence of this Contract. Provided, Contractor shall not be charged with liquidated damages or any excess cost when Owner determines Contractor is without fault and Contractor's reasons for time extension are acceptable to Owner; Provided, further, Contractor shall not be charged with liquidated damages of any excess cost when delay in completion of Work is due:

a. To any preference, priority, or allocation order duly issued by the Government;
b. To unforeseeable cause beyond Contractor control and without fault or negligence including but not restricted to acts of God or public enemy, acts of Owner, acts of another Contractor in performance of contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
c. To any delays of subcontractors/suppliers occasioned by any cause specified in (a) and (b) of this article:

Provided further, Contractor shall, within 10 days from beginning of such delay, unless Owner shall grant a further time prior to date of final settlement of Contract, notify Owner in writing of causes of delay, who shall ascertain facts and extent of delay and notify Contractor within a reasonable time of decision in the matter.

GC-33. PRICE FOR WORK

In consideration of furnishing all necessary labor, equipment, and material and completion of all work by Contractor, and on delivery of all material embraced in this Contract in full conformity with Specifications and stipulations herein contained, Owner agrees to pay Contractor prices set forth in Proposal hereto attached, made a part of this Contract, and Contractor hereby agrees to receive such prices in full for furnishing all material and labor required for aforesaid Work, also for all expenses incurred, and well and truly performing same and whole thereof in the manner and according to this Contract, Specifications, Drawings, and requirements of Architect/Engineer.

GC-34. BONDS

It is further agreed by parties to this Contract that Contractor will execute bonds in sum of 100 percent of total contract price for satisfactory performance of Work and payment of all labor, materials, and equipment in accordance with this Contract on forms provided for this purpose, executed by an approved surety company authorized to do business in the State of Texas, and agreed this Contract shall not be in effect until such bonds are furnished and approved by Owner. Performance and Payment Bonds shall comply with Chapter 2253 of the Texas Government Code.

GC-35. LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of Work to be done, action of elements, any unforeseen circumstances in prosecution of same, or unusual obstructions/difficulties encountered in prosecution of Work, shall be sustained, and borne by Contractor at own expense.

GC-36. PROTECTION OF ADJOINING PROPERTY

Said Contractor shall take proper means to protect adjacent/adjoining property/properties, in any way encountered, which might be injured/seriously affected by any process of construction undertaken under this Contract, from any damage/injury by reason of said process of construction; and shall be liable for any/all claims for such damage on account of failure to fully protect all adjoining property. Contractor agrees to indemnify, save, and hold harmless Owner against any claim(s) for damages due to any injury to any adjacent or adjoining property, arising/growing out of performance of Contract, but any such indemnity shall not apply to any claim of any kind arising out of existence or character of Work.

GC-37. PROTECTION AGAINST SUBCONTRACTOR, LABORER, MATERIALMEN AND FURNISHER OF MACHINERY, EQUIPMENT, AND SUPPLY CLAIMS

Contractor agrees to indemnify and save Owner harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in furthering the performance of this Contract. When so desired by Owner, Contractor shall furnish satisfactory evidence that all obligations of nature herein designated, have been paid, discharged, or waived. If Contractor fails, Owner may, at Contractor option, pay directly any unpaid bills, of which Owner has written notice, or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any/all such lawful claims until satisfactory evidence is furnished that all liabilities were fully discharged, whereupon payments to Contractor shall be resumed in full, in accordance with terms of this Contract, but in no event shall provisions of this article be construed to impose any obligations upon Owner by either Contractor or surety.

GC-38. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION

Contractor shall pay all royalties and license fees and provide use of any design, device, material, or process covered by letters patent or copyright by suitable legal contract with patentee/owner. Contractor shall defend all suits/claims for infringement of any patent/copyrights and indemnify and save Owner harmless from any loss on account thereof, except Owner shall defend all such suits and claims and be responsible for all such loss when a particular design, device, material, or process/product of a particular manufacturer is specified/required by Owner provided; however, if choice of alternate design, device, material, or process is allowed, Contractor shall indemnify and save Owner harmless from any loss on account of thereof. If material/process specified/required by Owner is an infringement, Contractor shall be responsible for such loss unless promptly giving such information to Owner.

GC-39. LAWS AND ORDINANCES

Contractor shall always observe and comply with all Federal, State, and local laws, ordinances, and regulations, which affect Contractor Work, and indemnify and save harmless Owner against any claims arising from violation of any such laws, ordinances, and regulations by Contractor or employees, except where such violations are called for by provisions of Contract Documents. If Plans and Specifications are at variance therewith, Contractor shall promptly notify Architect/Engineer in writing, and any necessary changes be adjusted as provided in Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, and without such notice to Architect/Engineer, Contractor shall bear all costs arising therefrom. In case Owner is a body politic and corporate law deriving powers, insofar as same regulates objects for which, in manner in which, or conditions under which Owner may enter into contract, shall be controlling, and considered as part of this Contract, to same effect as though embodied herein.

GC-40. ASSIGNMENT AND SUBLETTING

Contractor further agrees to retain personal control and give personal attention to fulfillment of Contract and not assign by Power of Attorney, or otherwise, or sublet said Contract without written consent of Owner, and no part or feature of Work will be sublet to anyone objectionable to Architect/Engineer or Owner. Contractor further agrees subletting of any portion/feature of Work or materials required in performance of this Contract, shall not relieve Contractor from full obligations to Owner, as provided by this Contract.

GC-41. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this Contract, unless otherwise herein specifically provided, Contractor be allowed to prosecute Work at such times and sessions, in such order of precedence and manner most conducive to economy of construction provided; however, order and time of prosecution shall be such that Work shall be substantially completed as a whole or in part, in accordance with this Contract, Plans, and Specifications, and within time of completion designated in proposal; provided also, when Owner is having other work done, by contract or his own force, Architect/Engineer may direct time and manner of constructing Work done under this Contract so conflict will be avoided and construction of various works done for Owner shall be harmonized.

Contractor shall submit, at such times reasonably requested by Architect/Engineer, schedules to show order in which Contractor proposes to carry on Work, with dates at which Contractor will start several parts of Work and estimated dates of completion of several parts.

GC-42. EXTENSION OF TIME

Should Contractor be delayed in completion of Work by any act/neglect of Owner, Architect/Engineer, any employee of either, other contractors employed by Owner, changes ordered in Work, strikes, lockouts, fires, and unusual delays by common carriers, unavoidable cause(s) beyond Contractor's control, or any cause which Architect/Engineer decides justifies delay, an extension of time shall be allowed for completing Work, sufficient to compensate for delay, amount of extension determined by Architect/Engineer, provided, however, Contractor shall give Architect/Engineer prompt notice in writing of cause of such delay.

GC-43. HINDRANCES AND DELAYS

No claims shall be made by Contractor for damages resulting from hindrances/delays from any cause (except where Work is stopped by order of Owner for own convenience) during progress of any portion of Work embraced in this Contract. In case said Work shall be stopped by act of Owner, such expense as in judgment of Architect/Engineer is caused by such stoppage of said Work shall be paid by Owner to Contractor.

GC-44. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind allowed, but actual measured and/or computed length, area, solid contents, number, and weight only considered, unless otherwise specifically provided.

GC-45. ESTIMATED QUANTITIES

This Contract, including Specifications, Plans, and estimate, is intended to clearly show all Work to be done and material furnished hereunder. Where estimated quantities are shown for various classes of work to be done and material furnished under this Contract, they are approximate, used only as a basis for estimating probable cost of Work, and comparing proposals offered for Work. It is understood and agreed the actual amount of Work to be done and material furnished under this Contract may differ somewhat from these estimates, and where basis for payment under this Contract is unit price method, payment shall be for actual amount of such work done and material furnished.

Where payment is based on unit price method, Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any differences found between quantities of Work actually done, material actually furnished under this Contract, and estimated quantities contemplated and contained in proposal; provided, however, where actual quantity of any major item in this Contract is an estimated quantity and actual quantity of such "major item" varies more than 25 percent above or below estimated quantity stated in this Contract, an equitable adjustment in Contract price shall be made upon demand of either party. Equitable adjustment shall be based upon any increase/decrease in costs due solely to variation above 125 percent or below 75 percent of estimated quantity.

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"Major Item" shall be any individual bid item included in proposal with a total cost equal to or greater than 10 percent of total Contract cost, computed on basis of original bid proposal, quantities, and Contract unit prices.

Any revised consideration is to be determined by agreement between parties, otherwise by terms of this Contract, as provided under "Extra Work."

GC-46. PARTIAL PAYMENTS

On/before the last day of each month, Contractor shall prepare for Architect/Engineer review, a statement showing, as completely as practicable, total value of Work done by Contractor for prior month/period. Statement shall also include value of all sound materials delivered on site of Work to be fabricated into Work. Architect/Engineer, after approval, shall submit Contractor's partial pay application to Owner.

Owner shall then pay Contractor total amount of Architect/Engineer's statement, less 5 percent of amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums may be retained by Owner under terms of this Contract. It is understood; however, in case whole Work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on part of Contractor, Owner may, upon Architect/Engineer written recommendation, pay a reasonable and equitable portion of retained percentage to Contractor; or Contractor, at Owner's option, may be relieved of obligation to fully complete Work, and thereupon, Contractor shall receive payment of balance due under Contract subject only to conditions stated under "Final Payment."

GC-47. USE OF COMPLETED PORTIONS

Owner shall have the right to take possession of and use any completed/partially completed portions of Work, notwithstanding time for completing entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with Contract Documents. If such prior use increases cost of or delays Work, Contractor shall be entitled to such extra compensation, or extension of time, or both, as Architect/Engineer determines.

GC-48. FINAL COMPLETION AND ACCEPTANCE

Within 20 days after Contractor gives Architect/Engineer written notice that Work is complete, Architect/Engineer and Owner shall inspect Work and within said time, if Work is completed in accordance with Contract Documents, Architect/Engineer shall issue to Owner and Contractor a Certificate of Completion, and thereupon it shall be duty of Owner, within 10 days, to issue a Certificate of Acceptance of Work to Contractor.

GC-49. FINAL PAYMENT

Upon issuance of Certificate of Completion, Architect/Engineer shall proceed to make final measurements and prepare final statement of value of all Work performed and materials furnished under terms of Contract and certify same to Owner, who shall pay Contractor on/before the 20th day after date of Certificate of Completion, or if governmental financial assistance is involved, within 30 working days of receipt of final payment from applicable governmental authority, balance due Contractor under terms of this Contract, provided full performance of contractual obligations under terms of this Contract; and said payment shall become due in any event upon said performance by Contractor. Neither Certificate of Acceptance, final payment, nor any provision in Contract Documents, shall relieve Contractor of obligation for fulfillment of any warranty required in Special Provisions of Specifications.

GC-50. PAYMENT WITHHELD

Owner may, on account of subsequently discovered evidence, withhold/nullify whole/part of any certificate to such extent as necessary for protection from loss on account of:

a. Defective work not remedied;
b. Claims filed or reasonable evidence indicating possible filing of claims;
c. Contractor failure to make payments properly to subcontractors, for material, or labor; and/or
d. Damage to another contractor.

When grounds removed or Contractor provides a Surety Bond satisfactory to Owner to protect Owner in amount withheld, payment shall be made for amounts withheld because of them.

GC-51. DELAYED PAYMENTS

Should Owner fail to pay Contractor of sum named in any partial/final statement, when payment is due, or Architect/Engineer fails to issue any statement on/before date provided, Owner shall pay Contractor, in addition to sum shown as due by such statement, interest thereon at the rate of 6 percent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payments," until fully paid, fully liquidating any injury to Contractor growing out of such delay in payment, but right is expressly reserved to Contractor in the event payments not promptly made as provided under "Partial Payments," to at any time thereafter treat Contract as abandoned by Owner and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with provisions of "Payments Withheld."

GC-52. EXTRA WORK

"Extra Work," as used in this Contract, shall mean/include all Work required by Architect/Engineer or Owner done by Contractor to accomplish any change, alteration, or addition to Work shown upon Plans, or reasonably implied by Specifications, and not covered by Contractor's Proposal, except as provided under "Changes and Alterations" herein.

It is agreed Contractor shall perform all Extra Work under Architect/Engineer direction when presented with a written Extra Work Order signed by Architect/Engineer, subject, however, to right of Contractor to require a written confirmation of such Extra Work Order by Owner. It is also agreed compensation to be paid Contractor for performing said Extra Work shall be determined by one or more of the following methods:

Method A - By agreed unit prices; or
Method B - By agreed lump sum; or
Method C - If neither Methods A nor B are agreed upon before Extra Work is commenced, Contractor shall be paid "actual field cost" of Work, plus 15 percent.

In the event said Extra Work be performed and paid for under Method C, provisions of this Article shall apply and "actual field cost" defined to include cost of all workmen such as foremen, timekeepers, mechanics, and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for time actually employed/used on such Extra Work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage, Workmen's Compensation, and all other insurance as required by any law/ordinance, or directed by Architect/Engineer or Owner, or by them agreed to. Architect/Engineer may direct form in which accounts of "actual field cost" shall be kept and records of these accounts made available to Architect/Engineer. Architect/Engineer may also specify in writing, before Work commences, method of doing Work as well as type and kind of machinery and equipment to be used; otherwise, these matters determined by Contractor. Unless otherwise agreed upon, prices for use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated

General Contractors of America. Where practicable, terms and prices for use of machinery and equipment shall be incorporated in Written Extra Work Order. The 15 percent of "actual field cost" paid Contractor, shall cover and compensate profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then cost to maintain and operate same shall be included in "actual field cost."

No claim for Extra Work of any kind allowed unless Architect/Engineer orders in writing. In case any oral/written orders/instructions appear to Contractor to involve Extra Work for which compensation or adjustment in construction time should be received, Contractor shall make written request to Architect/Engineer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does/does not constitute Extra Work, or as to payment therefor, and Architect/Engineer insists upon performance, Contractor shall proceed with Work after making written request for written order and keep an accurate account of "actual field cost" thereof, as provided under Method C. Contractor will thereby preserve right to submit matter of payment by filing a claim as herein provided.

GC-53. TIME OF FILING CLAIMS

It is further agreed by both parties hereto, all questions of dispute/adjustment presented by Contractor shall be in writing and filed with Architect/Engineer within 15 days after Architect/Engineer gives any directions, order, or instruction to which Contractor desires to take exception. Architect/Engineer shall reply to such written exceptions by Contractor and render a final decision in writing. In case Contractor should appeal from Architect/Engineer's decision, appeal shall be filed with Architect/Engineer and Owner in writing within 10 days after date of delivery to Contractor of Architect/Engineer's final decision. It is further agreed final acceptance of Work by Owner and acceptance by Contractor of final payment, shall be a bar to any claim by either party, except as noted otherwise in Contract Documents.

GC-54. DELETED

GC-55. ABANDONMENT BY CONTRACTOR

In case Contractor should abandon and fail/refuse to resume work within 10 days after written notification from Owner or Architect/Engineer, or Contractor fails to comply with Architect/Engineer orders, when such orders are consistent with Contract Documents, then if where a performance bond exists, Surety on bond shall be notified in writing and directed to complete Work, and a copy of said notice be delivered to Contractor.

After receiving said notice of abandonment, Contractor shall not remove from Work any machinery, equipment, tools, materials, or supplies on the job, but same, together with any materials and equipment under contract for Work, may be held for use on Work by Owner or Surety on construction bond, or another contractor in completion of Work; and Contractor shall not receive any rental/credit therefor (except when used in connection with Extra Work, where credit allowed as provided for under "Extra Work"), it understood use of such equipment and materials will ultimately reduce cost to complete Work and reflected in final settlement.

If no performance bond provided or Surety should fail to commence compliance with notice for completion herein provided for, within 10 days after service of such notice, Owner may provide for completion of Work in either of the following elective manners:

a. Owner may thereupon employ such force of men and use such machinery, equipment, tools, materials, and supplies as Owner deems necessary to complete Work and charge expense of such labor, machinery, equipment, tools, materials, and supplies to Contractor, and expense charged shall be deducted and paid by Owner out of such moneys due or may thereafter any time become due to Contractor under and by virtue of this Contract. In case such expense is less than

sum payable under this Contract, if same had been completed by Contractor, then Contractor shall receive the difference. In case such expense is greater than sum payable under this Contract, if same completed by said Contractor, then Contractor and/or Surety shall pay amount of such excess to Owner; or

b. Owner under sealed bids, after five days' notice, published one or more times in a newspaper having general circulation in county of location of Work, may let Contract for completion of Work under substantially same terms and conditions provided in this Contract. In case of any increase in cost to Owner under new contract as compared to what would have been cost under this Contract, such increase shall be charged to Contractor and Surety shall remain bound therefor. However, should cost to complete any such new contract prove less than cost to complete under this Contract, Contractor and/or Surety shall be credited therewith.

When Work shall have been substantially completed, Contractor and Surety shall be so notified and Certificates of Completion and Acceptance, as provided herein, issued. Complete itemized statement of Contract accounts, certified to by Architect/Engineer as correct, shall then be prepared and delivered to Contractor and Surety, whereupon Contractor and/or Surety, or Owner as case may be, shall pay balance due as reflected by said statement, within 15 days after date of such Certificate of Completion.

In the event statement of accounts shows cost to complete Work is less cost to Owner, had Work been completed by Contractor under terms of this Contract; or when Contractor and/or Surety shall pay balance shown due by them to Owner, then all machinery, equipment, tools, materials, or supplies left on site of Work shall be turned over to Contractor and/or Surety. Should cost to complete Work exceed Contract price and Contractor and/or his Surety fail to pay amount due Owner within time designated herein, and there remains any machinery, equipment, tools, materials, or supplies on site of Work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to Contractor and Surety at respective addresses designated in this Contract, provided; however, actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at risk of Contractor and Surety subject only to duty of Owner to exercise ordinary care to protect such property. After 15 days from date of said notice, Owner may sell such machinery, equipment, tools, materials, or supplies and apply net sum derived from such sale to credit of Contractor and Surety. Such sale may be made at public/private sale, with/without notice, as Owner elects. Owner shall release any machinery, equipment, tools, materials, or supplies, which remain on Work, and belong to persons other than Contractor or Surety, to proper owners. Books on all operations provided herein shall be open to Contractor and Surety.

GC-56. ABANDONMENT BY OWNER

In case Owner shall fail to comply with Contract terms and fail/refuse to comply with said terms within 10 days after written notification by Contractor, Contractor may suspend/wholly abandon Work and remove therefrom all machinery, tools, equipment, and all materials on site of work not included in payments to Contractor and have not been wrought into Work. And thereupon Architect/Engineer shall make an estimate of total amount earned by Contractor, which estimate shall include value of all Work actually completed by said Contractor (at prices stated in attached proposal where unit prices are used), value of all partially completed Work at a fair and equitable price, and amount of all Extra Work performed at prices agreed upon, or provided for by terms of this Contract, and a reasonable sum to cover cost of any provisions made by Contractor to carry whole work to completion and which cannot be utilized. Architect/Engineer shall then make a final statement of balance due Contractor by deducting from estimates all previous payments by Owner and other sums retained by Owner under terms of this Contract and certify same to Owner who shall pay to Contractor on or before 30 days after date of notification by Contractor, balance shown by said final statement as due Contractor, under terms of this Agreement.

FEDERAL CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

Contractor must maintain an acceptable cost accounting system. Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 19.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Texas, Midland County, City of Midland.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time Contractor corrects the breach or the Owner elects to terminate the contract. Owner’s notice will identify a specific date by which Contractor must correct the breach. Owner may proceed with termination of the contract if Contractor fails to correct the breach by the deadline indicated in Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

BUY AMERICAN PREFERENCE

SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America’s Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.

3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel, and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that:
1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a "nonavailability waiver"); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an "unreasonable cost waiver").

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic, and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person that is privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include

a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

MODEL SOLICITATION CLAUSES

Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

The Bidder or Offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The Bidder or Offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the Project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, Bidder or Offeror must complete, sign, date, and submit this certification statement with its proposal. Bidder or Offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☒ Bidder or Offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods, or construction materials would increase the cost of the overall project by more than 25%. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from;
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

5.02.2024	
Date	Signature
Boler Equipment Service, Inc.	Vice President
Company Name	Title

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Specific Clause used for General Contract Agreements

The above provision binds Contractor and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

The Midland International Air & Space Port, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, select businesses, or disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs 70 Fed. Reg. 74087 (2005);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this Contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** Contractor, with regard to the Work performed by it during the Contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to Contractor under the Contract until Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). Contractor agrees to report any violation to the Owner immediately upon discovery. Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, Contractor, and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. Contractor and each Subcontractor must submit to Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this Section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction," must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Bid Information Submitted as a matter of responsiveness:
Owner's award of this Contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the Contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of responsibility:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after Bid Opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Contract Assurance (49 CFR § 26.13)

Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –

The Prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from City of Midland, Texas. The Prime Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Midland, Texas. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f)) –

The Prime Contractor must not terminate a DBE subcontractor listed in response to this Bid Proposal (or an approved substitute DBE firm) without prior written consent of City of Midland, Texas. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Prime Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Contractor obtains written consent City of Midland, Texas. Unless City of Midland, Texas consent is provided, the Prime Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Midland, Texas may provide such written consent only if City of Midland, Texas agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to City of Midland, Texas its request to terminate and/or substitute a DBE subcontractor, the Prime Contractor must give notice in writing to the DBE subcontractor, with a copy to City of Midland, Texas, of its intent to request to terminate and/or substitute, and the reason for the request.

The Prime Contractor must give the DBE five days to respond to the Prime Contractor's notice and advise City of Midland, Texas, and Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Midland, Texas should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Midland, Texas may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this Section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving," (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, Contractor agrees as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these Specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and

female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by Contractor during the training period, and Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which Contractor's employees are assigned to Work. Contractor, where possible, will assign two or more women to each construction project. Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to Contractor by the union or, if referred, not employed by Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which Contractor has a collective bargaining agreement has not referred to Contractor a minority person or woman sent by Contractor, or when Contractor has other information that the union referral process has impeded Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing Contractor's EEO policy with other contractors and subcontractors with whom Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related

activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of Contractor. The obligation to comply, however, is Contractor's and failure of such a group to fulfill an obligation shall not be a defense for Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though Contractor has achieved its goals for women generally, Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Contractor has full responsibility to monitor compliance to the referenced statute or regulation. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROHIBITION OF SEGREGATED FACILITIES

(a) Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) Contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if Contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed, and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of Contractor.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Contractor must require subcontractors provide immediate written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

SECTION 00 73 43 – WAGE RATE REQUIREMENTS

PART 1 - GENERAL

1.1 WAGE RATE ESTABLISHMENT

A. Refer to FAA Contract Provision on Davis-Bacon included herein for requirements.
B. Contractor shall forfeit as a penalty to Owner, $60.00 for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under this Contract by him, or by any subcontractor under him.
C. Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any laborer, workman, or mechanic employed on the Work.
D. Attention is called to the fact that there must be paid on this Project not less than the general prevailing rates which have been established by Owner and verified by Contractor as indicated in the Schedule at the end of this Document.

1.2 POSTING WAGE RATES

A. Minimum Wage Rates shall be posted on job site in a conspicuous place open for inspection by all workmen.

1.3 EMPLOYEE CLAIMS

A. Any employee who alleges that he has not been paid the minimum wage rate may file a written claim with Owner.

1.4 PAYMENT OF EMPLOYEES AND PAYROLL RECORDS

A. Refer to FAA Contract Provisions on Davis-Bacon included herein for requirements.

1.5 PAYROLL RECORDS

A. Refer to FAA Contract Provision on Davis-Bacon included herein for requirements.

1.6 CLASSIFICATION OF EMPLOYEES

A. Refer to FAA Contract Provision on “DAVIS-BACON REQUIREMENTS” Section 1(ii)(A).
B. For classifications needed for Work but not included in the General Decision below, Contractor shall prepare and submit to Owner, Standard Form 1444, “Request for Authorization of Additional Classification Rate.”

1.7 WAGE RATE SCHEDULE

A. See attached General Decision TX20240002 dated 01/05/2024, issued by the Federal Government and any revisions/updates issued for Midland County.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

"General Decision Number: TX20240002 01/05/2024

Superseded General Decision Number: TX20230002

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 $17.20 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 2024.
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 $12.90 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 2024.

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.

Modification Number Publication Date
0 01/05/2024

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 ($17.20) or 13658 ($12.90). 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 classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in these Specifications, in the contract, or in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	Owner's notice to the successful Bidder of the acceptance of the submitted bid.
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between Owner and Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	Contractor's QC facilities in accordance with Contractor Quality Control Program (CQCP).

Paragraph Number	Term	Definition
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by Owner's employees.
10-31	**Intention of Terms**	Whenever, in these Specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to Engineer and/or RPR, subject in each case to the final determination of Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. Owner for this project is **Midland International Air & Space Port**.

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by Contractor and their own surety as a guaranty that Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'Contract Drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	**Proposal**	The written offer of the Bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the Bidder will enter into a contract if their own proposal is accepted by Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by Contractor.

Paragraph Number	Term	Definition
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of Owner or such other laboratories as may be designated by Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how Contractor will comply with the CSPP.
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.

Paragraph Number	Term	Definition
10-59	**Supplemental Agreement**	A written agreement between Contractor and Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in-scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in-scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than Contractor, executing payment or performance bonds that are furnished to Owner by Contractor.
10-61	**Taxilane**	A taxiway designed for low-speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which Contractor's forces engage in regular work will be considered as working days.
10-66	**Owner Defined terms**	**None**

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). Project Advertisement and Instruction to Bidders may be found in Sections A-1 and IB-1, respectively, of the front end portion of the Project Manual.

20-02 Qualification of Bidders. Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to Owner at the time of Bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "Bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by Owner. Bidder actions that may cause Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference is required on this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See Section IB-2 – Instruction to Bidders for location and time of meeting.

20-04 Issuance of proposal forms. Owner reserves the right to refuse to issue a proposal form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with Owner at the time Owner issues the proposal to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with Owner.

d. Documented record of unsatisfactory work on previous contracts with Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these Specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The Bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The Bidder shall submit their proposal on the forms furnished by Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible Bidder. A responsive bid conforms to all significant terms and conditions contained in Owner's invitation for Bid. It is Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by Owner, or if Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the Bidder unopened.

20-12 Withdrawal or revision of proposals. A Bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the Bidder's request for withdrawal is received by Owner in writing before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

20-14 Disqualification of Bidders. A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of Owner until any such participating Bidder has been reinstated by Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms,* of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to Owner's Engineer a written request for interpretation no later than **three** days prior to bid opening.

Any interpretation of the project bid documents by Owner's Engineer will be by written addendum issued by Owner. Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a Bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, Owner reserves the right to reject a Bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If Owner elects to proceed with an award of contract, Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. Owner reserves the right to cancel the award without liability to the Bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest Bidders, will be returned immediately after Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals.* Proposal guaranties of the two lowest Bidders will be retained by Owner until such time as an award is made, at which time, the unsuccessful Bidder's proposal guaranty will be returned. The successful Bidder's proposal guaranty will be returned as soon as Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful Bidder shall furnish Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds,* of this section, within **10** calendar days from the date mailed or otherwise delivered to the successful Bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, Owner shall complete the execution of the contract in accordance with

local laws or ordinances, and return the fully executed contract to Contractor. Delivery of the fully executed contract to Contractor shall constitute Owner's approval to be bound by the successful Bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of Contractor's surety and separate performance and payment bonds. If Owner and Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. Owner, Owner's Engineer or the RPR may provide written notice to Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in Owner's best interest, the RPR may order Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered

by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as Contractor's equipment and personnel, is the most important consideration. Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel. Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading

sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should Contractor wish to exercise option a., b., or c., Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve Contractor's request to exercise option a., b., or c., Contractor shall be paid for the excavation or removal of such material at the applicable contract price. Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve Contractor's exercise of option a., Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to Owner, the RPR will advise Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If Contractor discovers any apparent discrepancy within standard test methods, Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

SP-1 Scope of Work
SP-2 Contract Documents
SP-3 Time and Order of Completion
SP-4 Limitation of Operation
SP-5 Construction Activity
SP-6 Affidavit of Bills Paid
SP-7 Calendar Day
SP-8 Protection of Property
SP-9 Electric Power and Natural Gas
SP-10 Lines and Grades
SP-11 Water for Construction
SP-12 Material Tests
SP-13 Barricades, Signs, and Hazard Markings
SP-14 Prevention of Air and Water Pollution
SP-15 Public Convenience and Safety
SP-16 Final Cleaning Up
SP-17 Insurance
SP-18 Removal and Disposal of Structures, Utilities and Obstructions
SP-19 Conformity with Plans and Allowable Deviations
SP-20 Removal of Defective and Unauthorized Work
SP-21 Disputed Claims for Extra Work
SP-22 Federal Participation
SP-23 Indemnification
SP-24 Contractor's Responsibility for Work
SP-25 Correction of Faulty Work after Final Payment
SP-26 Texas State Sales Tax
SP-27 Separate Contracts
SP-28 Trench Safety
SP-29 Load Restrictions
SP-30 Notice to Proceed
SP-31 Payment for Materials on Hand
SP-32 Weighing and Measuring Equipment
SP-33 Progress Schedule
SP-34 Average Climatic Range
SP-35 Substantially Complete
SP-36 Submittals
SP-37 Geotechnical Information
SP-38 Sovereign Immunity
SP-39 Governing Law and Venue
SP-40 Third-Party Beneficiary

SP-41 Releases
SP-42 Independent Contractor
SP-43 Notice of Alleged Breach; Statutory Prerequisites
SP-44 Assignment
SP-45 Waiver of Attorney's Fees
SP-46 Prompt Pay Act
SP-47 Payment
SP-48 Project Closeout
SP-49 Disclosure of Interested Parties
SP-50 Parkhill/RPR Authority and Duty
SP-51 Anti-Boycott Statutes

50-05 Cooperation of Contractor. Contractor shall be supplied with an electronic PDF of the plans and specifications. Contractor shall have available on the construction site at all times 1 hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by Contractor for the cost of reproduction.

Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against Contractor.

Prior to the start of construction, Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided

to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **DWG and PDF**.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for Contractor.

QA Inspectors are authorized to notify Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at Contractor's expense.

Provide advance written notice to the RPR of work Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at Contractor's expense.

Upon failure on the part of Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against Contractor.

50-11 Load restrictions. Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by Contractor's equipment and personnel.

50-12 Maintenance during construction. Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the Project is accepted shall be included in the unit prices Bid on the various contract items, and Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify Contractor of such noncompliance. Such notification shall specify a reasonable time within which Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should Contractor fail to respond to the RPR's notification, Owner may suspend any work necessary for Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by Owner, shall be recovered as a liquidated damage against Contractor.

50-14 Partial acceptance. If at any time during the execution of the project Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit Owner, Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify Contractor and Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily

completed. In such event, the RPR will make the final acceptance and notify Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, Contractor shall notify the RPR in writing of their intention to claim such additional compensation before Contractor begins the work on which Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by Contractor for keeping strict account of actual cost as required, then Contractor hereby agrees to waive any claim for such additional compensation. Such notice by Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, Contractor shall furnish materials from other sources.

Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and Contractor elects to furnish the specified "or equal," Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of Contractor and the producer with whom Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of Owner or lessee of such property. Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by Contractor at their expense, except as otherwise agreed to (in writing) by Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by Owner. Owner-furnished materials shall be made available to Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during Contractor's handling, storage, or use of such Owner-furnished material. Owner will deduct from any monies due or to become due Contractor any cost incurred by Owner in making good such loss due to Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or Contractor's employees.

70-02 Permits, licenses, and taxes. Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. Contractor and the surety shall indemnify and hold harmless Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **None**.

Except as listed above, Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic,* and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is included with Bid Package.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by Contractor, Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. Contractor shall indemnify and hold harmless Engineer/RPR and Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due Contractor under and by virtue of their own contract considered necessary by Owner for such purpose may be retained for the use of Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to Owner, except that money due Contractor will not be withheld when Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any

member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for Contractor to complete portions of the contract work for the beneficial occupancy of Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Upon completion of any portion of work listed above, such portion shall be accepted by Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by Contractor until directed by Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by Owner shall be repaired by Contractor at their expense.

Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, Contractor shall cooperate with Owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that Contractor shall, upon execution of the contract, notify Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, Contractor shall again notify each such Owner of their plan of operation. If, in Contractor's opinion, Owner's assistance is needed to locate the utility service or facility or the presence of a representative of Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to Contractor's commencement of operations in such general vicinity. Contractor shall furnish a written summary of the notification to the RPR.

Contractor's failure to give the two days' notice shall be cause for Owner to suspend Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to Contractor's operations.

Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. Owner reserves the right to deduct such costs from any monies due or which may become due Contractor, or their own surety.

70-16 Furnishing rights-of-way. Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon Engineer, RPR, their authorized representatives, or any officials of Owner either personally or as an official of Owner. It is understood that in such matters they act solely as agents and representatives of Owner.

70-18 No waiver of legal rights. Upon completion of the work, Owner will expeditiously make final inspection and notify Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall Owner be precluded or stopped from recovering from Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of Contractor to fulfill their obligations under the contract. A waiver on the part of Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

Contractor, without prejudice to the terms of the contract, shall be liable to Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards Owner's rights under any warranty or guaranty.

70-19 Environmental protection. Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate Contractor's finding and Owner will direct Contractor to either resume operations or to suspend operations as directed.

Should Owner order suspension of Contractor's operations in order to protect an archaeological or historical finding, or order Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work,* and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Special Provisions SP-17.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. Owner will not recognize any subcontractor on the work. Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of Owner, and shall be consummated only on the written approval of Owner.

Contractor shall provide copies of all subcontracts to the RPR fourteen (14) days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). Owners notice to proceed will state the date on which contract time commences. Contractor is expected to commence project operations within **ten (10)** days of the NTP date. Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by Owner.

80-03 Execution and progress. Unless otherwise specified, Contractor shall submit their coordinated construction schedule showing all work activities for the RPR’s review and acceptance at least 10 days prior to the start of work. Contractor’s progress schedule, once accepted by the RPR, will represent Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of Contractor's performance. Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If Contractor falls significantly behind the submitted schedule, Contractor shall, upon the RPR’s request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

Contractor shall not commence any actual construction prior to the date on which the NTP is issued by Owner.

Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice-monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows: None.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. Contractor shall conduct routine checks to assure compliance with the safety plan measures.

Contractor is responsible to Owner for the conduct of all subcontractors it employs on the project. Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by Contractor in accomplishing the work are not prescribed in the contract, Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If Contractor desires to use a method or type of equipment other than specified in the contract, Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. Owner shall have the authority to suspend the work wholly, or in part, for such period or periods Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that Contractor is ordered by Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which Contractor has no control, Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward Contractor's claim to Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond Contractor's control, it shall be adjusted as follows:

80-07.1

Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of Owner's orders to suspend and resume all work, due to causes not the fault of Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by Owner should Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	$1,000	300

80-09 Default and termination of contract**. Contractor shall be considered in default of their contract and such default will be considered as cause for Owner to terminate the contract for any of the following reasons, if Contractor:**

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should Owner consider Contractor in default of the contract for any reason above, Owner shall immediately give written notice to Contractor and Contractor's surety as to the reasons for considering Contractor in default and Owner's intentions to terminate the contract.

If Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of Contractor. Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due Contractor. If such expense exceeds the sum which would have been payable under the contract, then Contractor and the surety shall be liable and shall pay to Owner the amount of such excess.

80-10 Termination for national emergencies. Owner shall terminate the contract or portion thereof by written notice when Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with Contractor.

Acceptable materials, obtained or ordered by Contractor for the work and that are not incorporated in the work shall, at the option of Contractor, be purchased from Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard may be weighed, and such weights will be converted to cubic yards for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.

Term	Description
Asphalt Material	Asphalt materials will be measured by the gallon or ton. When measured by volume, such volumes will be measured at 60°F or will be corrected to the volume at 60°F using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton or hundredweight.
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than 1 pound. The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound weights for testing the weighing equipment or suitable weights and devices for other approved equipment.

Term	Description
	All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items,* the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to Contractor and shall thereupon become the property of Owner.

In addition to the reimbursement hereinbefore provided, Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by Contractor must be directly related to the deleted contract item and shall be supported by certified statements by Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to Contractor since the last estimate amounts to less than five hundred dollars.

Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:

a. From the total of the amount determined to be payable on a partial payment, five (5%) percent of such total amount will be deducted and retained by Owner for protection of Owner's interests. Unless otherwise instructed by Owner, the amount retained by Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by Owner for partially accepted work.

(2) In lieu of retainage, Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after Contractor has received a partial payment. Contractor must provide Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Owner. When Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to Contractor.

It is understood and agreed that Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or

supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

Contractor shall deliver to Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. Contractor has furnished Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. Contractor has furnished Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and Owner's payment for such stored or stockpiled materials shall in no way relieve Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, Contractor may request that Owner deposit the retainage into an escrow account. Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to Owner.

b. Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. Contractor shall enter into an escrow agreement satisfactory to Owner.

d. Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. Contractor shall approve the RPR's final estimate or advise the RPR of Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes,* or under the provisions of this paragraph, such claims will be considered by Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date Owner takes possession.

c. Contractor shall remedy at Contractor's expense any failure to conform, or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to Owner real or personal property, when that damage is the result of Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by Contractor.

d. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. Owner will notify Contractor, in writing, within seven days after the discovery of any failure, defect, or damage.

f. If Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of Owner, as directed by Owner, and (3) enforce all warranties for the benefit of Owner.

h. This warranty shall not limit Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves Contractor's final submittal. Contractor shall:

a. Provide two copies of all manufacturers warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

TECHNICAL SPECIFICATIONS

Item C-100 Contractor Quality Control Program (CQCP)

100-1 General. Quality is more than test results. Quality is the combination of proper materials, testing, workmanship, equipment, inspection, and documentation of the Project. Establishing and maintaining a culture of quality is key to achieving a quality Project. Contractor shall establish, provide, and maintain an effective Contractor Quality Control Program (CQCP) that details the methods and procedures that will be taken to assure that all materials and completed construction required by this Contract conform to Contract Plans, Technical Specifications, and other requirements, whether manufactured by Contractor, or procured from subcontractors or vendors. Although guidelines are established and certain minimum requirements are specified here and elsewhere in the Contract Technical Specifications, Contractor shall assume full responsibility for accomplishing the stated purpose.

Contractor shall establish a CQCP that will:

- **a.** Provide qualified personnel to develop and implement the CQCP.
- **b.** Provide to produce acceptable quality materials.
- **c.** Provide sufficient information to assure that the specification requirements can be met.
- **d.** Document the CQCP process.

Contractor shall not begin any construction or production of materials incorporated into the completed Work until CQCP has been reviewed and approved by Engineer and until Preconstruction Meeting is completed. If CQCP is not submitted and approved by Preconstruction Meeting, Notice to Proceed (NTP) will still be issued at the Preconstruction Meeting and contract time will commence. Contractor may begin construction on items not pertaining to CQCP overview. No partial payment will be made for materials subject to specific quality control (QC) requirements if installed before CQCP has been reviewed and approved.

QC requirements contained in this Section and elsewhere in the Contract Technical Specifications are in addition to and separate from the quality assurance (QA) testing requirements. QA testing requirements are the responsibility of Engineer as specified in the Specifications.

A Quality Control (QC)/Quality Assurance (QA) workshop with Engineer, Resident Project Representative (RPR), Contractor, subcontractors, testing laboratories, and Owner's representative will be held in conjunction with the Preconstruction Meeting. QC/QA workshop will be facilitated by Contractor with participation by all required CQCP personnel. Items to be addressed, at a minimum, will include:

a. Review of CQCP including submittals, QC Testing, Action & Suspension Limits for Production, Corrective Action Plans, Distribution of QC reports, and Control Charts.

b. Discussion of QA program.

c. Discussion of QC and QA Organization and authority including coordination and information exchange between QC and QA.

d. Establish regular meetings to discuss control of materials, methods and testing.

e. Establishment of the overall QC culture.

100-2 Description of program.

a. General description. Contractor shall establish a CQCP to perform QC inspection and testing of all items of Work required by the Technical Specifications, including those performed by subcontractors. CQCP shall ensure conformance to applicable Specifications and Plans with respect to materials, off-site fabrication, workmanship, construction, finish, and functional performance. CQCP shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance and tests required by the Technical Specifications, in addition to other requirements of this Section and any other activities deemed necessary by Contractor to establish an effective level of QC.

b. Contractor Quality Control Program (CQCP). Contractor shall describe the CQCP in a written document that shall be reviewed and approved by RPR prior to the Preconstruction Meeting. Written CQCP shall be submitted to RPR for review and approval at least 10 calendar days before the Preconstruction Meeting. Contractor's CQCP and QC testing laboratory must be approved in writing by RPR prior to the Notice to Proceed (NTP).

CQCP shall be organized to address, at minimum:

1. QC organization and resumes of key staff;
2. Project progress schedule;
3. Submittals schedule;
4. Inspection requirements;
5. QC testing plan;
6. Documentation of QC activities and distribution of QC reports;
7. Requirements for corrective action when QC/QA acceptance criteria are not met;
8. Material quality and construction means and methods. Address all elements applicable to the Project that affect the quality of the pavement structure including subgrade, subbase, base, and surface course. Some elements that must be addressed include, but is not limited to mix design, aggregate grading, stockpile management, mixing and transporting, placing, and finishing, quality control testing and inspection, smoothness, laydown plan, equipment, and temperature management plan.

Contractor must add any additional elements to CQCP necessary to adequately control all production and/or construction processes required by this contract.

100-3 CQCP organization. CQCP shall be implemented by the establishment of a QC organization. An organizational chart shall be developed to show all QC personnel, their authority, and how these personnel integrate with other management/production and construction functions and personnel.

The organizational chart shall identify all QC staff by name and function and shall indicate the total staff required to implement all elements of CQCP, including inspection and testing for each item of Work. If necessary, different technicians can be used for specific inspection and testing functions for different items of Work. If an outside organization or independent testing laboratory is used for implementation of all or part of the CQCP, the personnel assigned shall be subject to the qualification requirements of Paragraphs 100-03a and 100-03b. The organizational chart shall indicate which personnel are Contractor employees and which are provided by an outside organization.

QC organization shall, as a minimum, consist of the following personnel:

a. Program Administrator. Contractor Quality Control Program Administrator (CQCPA) must be a full-time, employee of Contractor, or a consultant engaged by Contractor. CQCPA must have a minimum of five years of experience in QC pavement construction with prior QC experience on a Project of comparable size and Scope as the Contract.

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Included in the five years of paving/QC experience, CQCPA must meet at least one of the following requirements:

(1) Professional Engineer with one year of airport paving experience.

(2) Engineer-in-training with two years of airport paving experience.

(3) National Institute for Certification in Engineering Technologies (NICET) Civil Engineering Technology Level IV with three years of airport paving experience.

(4) An individual with four years of airport paving experience, with a Bachelor of Science Degree in Civil Engineering, Civil Engineering Technology or Construction.

CQCPA must have full authority to institute any and all actions necessary for the successful implementation of CQCP to ensure compliance with the Contract Plans and Technical Specifications. CQCPA authority must include the ability to immediately stop production until materials and/or processes comply with Contract Specifications. CQCPA must report directly to a principal officer of the construction firm. CQCPA may supervise the Quality Control Program on more than one project if person can be at the job site within two hours after being notified of a problem.

b. QC technicians. A sufficient number of QC technicians necessary to adequately implement CQCP must be provided. These personnel must be either Engineers, engineering technicians, or experienced craftsman with qualifications in the appropriate field equivalent to NICET Level II in Civil Engineering Technology or higher with a minimum two years of experience in their area of expertise.

QC technicians must report directly to CQCPA and shall perform the following functions:

(1) Inspection of all materials, construction, plant, and equipment for conformance to Technical Specifications, and as required by Paragraph 100-6.

(2) Performance of all QC tests as required by the technical specifications and Paragraph 100-8.

(3) Performance of tests for RPR when required by the technical specifications.

Certification at an equivalent level of qualification and experience by a state or nationally recognized organization will be acceptable in lieu of NICET certification.

c. Staffing levels. Contractor shall provide sufficient qualified QC personnel to monitor each work activity at all times. Where material is being produced in a plant for incorporation into the Work, separate plant and field technicians shall be provided at each plant and field placement location. The scheduling and coordinating of all inspection and testing must match the type and pace of work activity. CQCP shall state where different technicians will be required for different work elements.

100-4 Project progress schedule. Critical QC activities must be shown on the Project schedule.

100-5 Submittals schedule. Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and Shop Drawings required by the Technical Specifications. The listing can be developed in a spreadsheet format and shall include, at minimum:

a. Specification item number;

b. Item description;

c. Description of submittal;

d. Specification paragraph requiring submittal;

e. Scheduled date of submittal.

100-6 Inspection requirements. QC inspection functions shall be organized to provide inspections for all definable features of Work, as detailed below. All inspections shall be documented by Contractor as specified by Paragraph 100-9.

Inspections shall be performed as needed to ensure continuing compliance with contract requirements until completion of the particular feature of Work. Inspections shall include the following minimum requirements:

a. During plant operation for material production, QC test results and periodic inspections shall be used to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the Technical Specifications. All equipment used in proportioning and mixing shall be inspected to ensure its proper operating condition. CQCP shall detail how these and other QC functions will be accomplished and used.

b. During field operations, QC test results and periodic inspections shall be used to ensure the quality of all materials and workmanship. All equipment used in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified. CQCP shall document how these and other QC functions will be accomplished and used.

100-7 Contractor QC testing facility.

a. For projects that include Item P-401, Item P-403, and Item P-404, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*:

- 8.1.3 Equipment Calibration and Checks;
- 8.1.9 Equipment Calibration, Standardization, and Check Records;
- 8.1.12 Test Methods and Procedures

b. For projects that include P-501, Contractor shall ensure facilities, including all necessary equipment, materials, and current reference standards, are provided that meet requirements in the following paragraphs of ASTM C1077, Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation:

- 7 Test Methods and Procedures
- 8 Facilities, Equipment, and Supplemental Procedures

100-8 QC testing plan. As a part of the overall CQCP, Contractor shall implement a QC testing plan, as required by the Technical Specifications. Testing plan shall include the minimum tests and test frequencies required by each Technical Specification Item, as well as any additional QC tests Contractor deems necessary to adequately control production and/or construction processes.

QC testing plan can be developed in a spreadsheet fashion and shall, at minimum, include:

a. Specification item number (e.g., P-401);
b. Item description (e.g., Hot Mix Asphalt Pavements);
c. Test type (e.g., gradation, grade, asphalt content);
d. Test standard (e.g., ASTM or American Association of State Highway and Transportation Officials (AASHTO) test number, as applicable);
e. Test frequency (e.g., as required by technical specifications or minimum frequency when requirements are not stated);
f. Responsibility (e.g., plant technician);
g. Control requirements (e.g., target, permissible deviations);

QC testing plan shall contain a statistically based procedure of random sampling for acquiring test samples in accordance with ASTM D3665. RPR shall be provided the opportunity to witness QC sampling and testing.

All QC test results shall be documented by Contractor as required by Paragraph 100-9.

100-9 Documentation. Contractor shall maintain current QC records of all inspections and tests performed. These records shall include factual evidence that the required QC inspections or tests have been performed, including type and number of inspections or tests involved; results of inspections or tests; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken.

These records must cover both conforming and defective or deficient features and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the contract. Legible copies of these records shall be furnished to RPR daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by CQCPA.

Contractor QC records required for the contract shall include, but not necessarily limited to:

a. Daily inspection reports. Each Contractor QC technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations. These technician's daily reports shall provide factual evidence that continuous QC inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;
(2) Compliance with approved submittals;
(3) Proper storage of materials and equipment;
(4) Proper operation of all equipment;
(5) Adherence to Plans and Technical Specifications;
(6) Summary of any necessary corrective actions;
(7) Safety inspection.
(8) Photographs/video.

Daily inspection reports shall identify all QC inspections and QC tests conducted, results of inspections, location and nature of defects found, causes for rejection, and remedial or corrective actions taken or proposed.

Daily inspection reports shall be signed by responsible QC technician and CQCPA. RPR shall be provided at least one copy of each daily inspection report on the workday following the day of record. When QC inspection and test results are recorded and transmitted electronically, the results must be archived.

b. Daily test reports. Contractor shall be responsible for establishing a system that will record all QC test results. Daily test reports shall document:

(1) Technical specification item number and description;
(2) Test designation;
(3) Location;
(4) Date of test;
(5) Control requirements;
(6) Test results;
(7) Causes for rejection;
(8) Recommended remedial actions;
(9) Retests.

Test results from each day's work period shall be submitted to RPR prior to the start of the next day's work period. When required by the Technical Specifications, Contractor shall maintain statistical QC charts. When QC daily test results are recorded and transmitted electronically, the results must be archived.

100-10 Corrective action requirements. CQCP shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of CQCP as a whole and for individual items of Work contained in Technical Specifications.

CQCP shall detail how the results of QC inspections and tests will be used for determining the need for corrective action and shall contain clear rules to gauge when a process is out of control and the type of correction to be taken to regain process control.

When applicable or required by the Technical Specifications, Contractor shall establish and use statistical QC charts for individual QC tests. Requirements for corrective action shall be linked to the control charts.

100-11 Inspection/observations by RPR. All items of material and equipment are subject to inspection and/or observation by RPR at the point of production, manufacture, or shipment to determine if Contractor, producer, manufacturer, or shipper maintains an adequate QC system in conformance with the requirements detailed here and the applicable Technical Specifications and Plans. In addition, all items of materials, equipment and work in place shall be subject to inspection and/or observation by RPR at the site for the same purpose.

Inspection/observations by RPR does not relieve Contractor of performing QC inspections of either on-site or off-site Contractor's or subcontractor's work.

100-12 Noncompliance.

a. Resident Project Representative (RPR) will provide written notice to Contractor of any noncompliance with their CQCP. After receipt of such notice, Contractor must take corrective action.

b. When QC activities do not comply with either CQCP, Contract Provisions, or when Contractor fails to properly operate and maintain an effective CQCP, and no effective corrective actions have been taken after notification of non-compliance, RPR will recommend Owner take the following actions:

(1) Order Contractor to replace ineffective or unqualified QC personnel or subcontractors; and/or

(2) Order Contractor to stop operations until appropriate corrective actions are taken.

METHOD OF MEASUREMENT

100-13 Basis of measurement and payment. Contractor Quality Control Program (CQCP) is for personnel, tests, facilities, and documentation required to implement the CQCP. CQCP will be paid as a lump sum with the following schedule of partial payments:

a. With first pay request, 25 percent with approval of CQCP and completion of the Quality Control (QC)/Quality Assurance (QA) workshop.

b. When 25 percent or more of the original Contract is earned, an additional 25 percent.

c. When 50 percent or more of the original Contract is earned, an additional 20 percent.

d. When 75 percent or more of the original Contract is earned, an additional 20 percent.

e. After final inspection and acceptance of Project, the final 10 percent.

BASIS OF PAYMENT

100-14 Payment will be made under:

Item C-100	Contractor Quality Control Program (CQCP), complete, per lump sum.

PACKET 11,189 August 27, 2024

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

National Institute for Certification in Engineering Technologies (NICET)

ASTM International (ASTM)

ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials

END OF ITEM C-100

PACKET 11.190 August 27, 2024

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the Plans or as ordered by Resident Project Representative (RPR) during the life of a Contract to control pollution of air and water, soil erosion, and siltation through silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and, AC 150/5370-2, *Operational Safety on Airports During Construction*. Temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period. Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed, and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial-grade standards and shall be approved by RPR before incorporating into Project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, more restrictive laws, rules, or regulations shall apply.

RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by RPR.

102-3.3 Construction details. Contractor will be required to incorporate all permanent erosion control features into the Project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction not foreseen during the design stage; needed prior to installation of permanent control features; or needed temporarily to control erosion that develops during normal construction practices but not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by RPR.

Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by RPR. If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of the Work as scheduled or directed by RPR, the Work shall be performed by Contractor and the cost shall be incidental to this item.

RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by Contractor shall be maintained by Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance, and removal of silt fence. Silt fences shall extend a minimum of 16 inches and a maximum of 34 inches above the ground surface. Posts shall be set no more than 10 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 4 inches deep by 4 inches wide on the upslope side of the silt fence. The trench shall be backfilled, and the soil compacted over the silt fence fabric. Contractor shall remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by RPR. Completed and accepted work will be measured per lump sum. This price shall be full compensation for costs associated with preparation, administration, and superintendence of the Stormwater Pollution Prevention Plan (SWPPP), furnishing all materials, labor, tools, and equipment, and for any fees required by the regulating agency

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by RPR and measured as provided in Paragraph 102-4.1 will be paid for under:

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control, complete, per lump sum.

Progress payments will be calculated by dividing the total lump sum price by the number of months to final completion.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

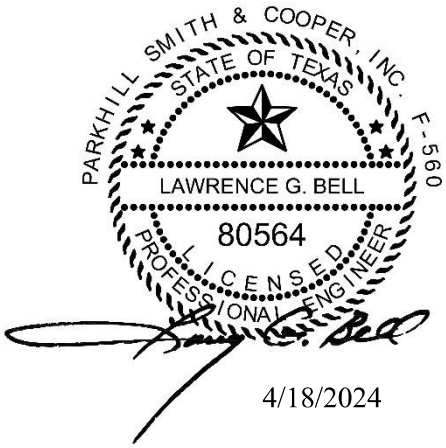
ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102



4/18/2024

Item C-105 Mobilization

105-1 Description. This item of Work shall consist of, but is not limited to, Work and operations necessary for the movement of personnel, equipment, material, and supplies to and from the Project Site for Work on the Project except as provided in the Contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to ~~8~~ 10 percent of the total Project cost.

105-3 Posted notices. Prior to commencement of construction activities, Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the Prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the Work by Owner.

105-4 Engineer/RPR field office. Engineer/RPR field office not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25 percent.

b. When 25 percent or more of the original Contract is earned, an additional 25 percent.

c. When 50 percent or more of the original Contract is earned, an additional 40 percent.

d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by SP-48 PROJECT CLOSEOUT SPECIAL PROVISIONS, the final 10 percent.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105	Mobilization, 10 percent, complete, per lump sum.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)
Executive Order 11246, as amended
EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-110 Method of Estimating Percentage of Material Within Specification Limits (PWL)

110-1 General. When the Specifications provide for acceptance of material based on the method of estimating percentage of material within specification limits (PWL), the PWL will be determined in accordance with this Section. All test results for a lot will be analyzed statistically to determine the total estimated percent of the lot that is within Specification limits. The PWL is computed using the sample average (X) and sample standard deviation (S_n) of the specified number (n) of sublots for the lot and the Specification tolerance limits, L for lower and U for upper, for the particular acceptance parameter. From these values, the respective Quality index, Q_L for Lower Quality Index and/or Q_U for Upper Quality Index, is computed and the PWL for the lot for the specified n is determined from Table 1. All specification limits specified in the Technical Sections shall be absolute values. Test results used in the calculations shall be to the significant figure given in the test procedure.

There is some degree of uncertainty (risk) in the measurement for acceptance because only a small fraction of production material (the population) is sampled and tested. This uncertainty exists because all portions of the production material have the same probability to be randomly sampled. Contractor's risk is the probability that material produced at the acceptable quality level is rejected or subjected to a pay adjustment. Owner's risk is the probability that material produced at the rejectable quality level is accepted.

It is the intent of this section to inform Contractor that, in order to consistently offset Contractor's risk for material evaluated, production quality (using population average and population standard deviation) must be maintained at the acceptable quality specified or higher. In all cases, it is the responsibility of Contractor to produce at quality levels that will meet the specified acceptance criteria when sampled and tested at the frequencies specified.

110-2 Method for computing PWL. The computational sequence for computing PWL is as follows:

a. Divide the lot into n sublots in accordance with the acceptance requirements of the Specification.

b. Locate the random sampling position within the sublot in accordance with the requirements of the specification.

c. Make a measurement at each location or take a test portion and make the measurement on the test portion in accordance with the testing requirements of the Specification.

d. Find the sample average (X) for all sublot test values within the lot by using the following formula:

$$\mathbf{X = (x_1 + x_2 + x_3 + \ldots x_n) / n}$$

Where: X = Sample average of all sublot test values within a lot

$x_1, x_2, \ldots x_n$ = Individual sublot test values

n = Number of sublot test values

e. Find the sample standard deviation (S_n) by use of the following formula:

$$S_n = [(d_1^2 + d_2^2 + d_3^2 + \ldots d_n^2)/(n-1)]^{1/2}$$

Where: S_n = Sample standard deviation of the number of sublot test values in the set

$d_1, d_2, \ldots d_n$ = Deviations of the individual sublot test values $x_1, x_2, \ldots$ from the average value X

that is: $d_1 = (x_1 - X)$, $d_2 = (x_2 - X) \ldots d_n = (x_n - X)$

n = Number of sublot test values

f. For single sided specification limits (i.e., L only), compute the Lower Quality Index Q_L by use of the following formula:

$$Q_L = (X - L) / S_n$$

Where: L = specification lower tolerance limit

Estimate the percentage of material within limits (PWL) by entering Table 1 with Q_L, using the column appropriate to the total number (n) of measurements. If the value of Q_L falls between values shown on the table, use the next higher value of PWL.

g. For double-sided specification limits (i.e., L and U), compute the Quality Indexes Q_L and Q_U by use of the following formulas:

$$Q_L = (X - L) / S_n$$
and
$$Q_U = (U - X) / S_n$$

Where: L and U = specification lower and upper tolerance limits

Estimate the percentage of material between the lower (L) and upper (U) tolerance limits (PWL) by entering Table 1 separately with Q_L and Q_U, using the column appropriate to the total number (n) of measurements, and determining the percent of material above P_L and percent of material below P_U for each tolerance limit. If the values of Q_L fall between values shown on the table, use the next higher value of P_L or P_U. Determine the PWL by use of the following formula:

$$PWL = (P_U + P_L) - 100$$

Where: P_L = percent within lower specification limit

P_U = percent within upper specification limit

EXAMPLE OF PWL CALCULATION

Project: Example Project

Test Item: Item P-401, Lot A.

A. PWL Determination for Mat Density.

1. Density of four random cores taken from Lot A.

A-1 = 96.60
A-2 = 97.55
A-3 = 99.30
A-4 = 98.35
n = 4

2. Calculate average density for the lot.

$X = (x_1 + x_2 + x_3 + \ldots x_n) / n$
$X = (96.60 + 97.55 + 99.30 + 98.35) / 4$
X = 97.95% density

3. Calculate the standard deviation for the lot.

$S_n = [((96.60 - 97.95)^2 + (97.55 - 97.95)^2 + (99.30 - 97.95)^2 + (98.35 - 97.95)^2)) / (4 - 1)]^{1/2}$
$S_n = [(1.82 + 0.16 + 1.82 + 0.16) / 3]^{1/2}$
$S_n = 1.15$

4. Calculate the Lower Quality Index Q_L for the lot. (L=96.3)

$Q_L = (X - L) / S_n$
$Q_L = (97.95 - 96.30) / 1.15$
$Q_L = 1.4348$

5. Determine PWL by entering Table 1 with Q_L= 1.44 and n= 4.

PWL = 98

B. PWL Determination for Air Voids.

1. Air Voids of four random samples taken from Lot A.

A-1 = 5.00
A-2 = 3.74
A-3 = 2.30
A-4 = 3.25

2. Calculate the average air voids for the lot.

$X = (x_1 + x_2 + x_3 \ldots n) / n$
$X = (5.00 + 3.74 + 2.30 + 3.25) / 4$
X = 3.57%

3. Calculate the standard deviation S_n for the lot.

$S_n = [((3.57 - 5.00)^2 + (3.57 - 3.74)^2 + (3.57 - 2.30)^2 + (3.57 - 3.25)^2) / (4 - 1)]^{1/2}$

$S_n = [(2.04 + 0.03 + 1.62 + 0.10) / 3]^{1/2}$

$S_n = 1.12$

4. Calculate the Lower Quality Index Q_L for the lot. (L= 2.0)

$Q_L = (X - L) / S_n$

$Q_L = (3.57 - 2.00) / 1.12$

$Q_L = 1.3992$

5. Determine P_L by entering Table 1 with $Q_L = 1.41$ and n = 4.

$P_L = 97$

6. Calculate the Upper Quality Index Q_U for the lot. (U= 5.0)

$Q_U = (U - X) / S_n$

$Q_U = (5.00 - 3.57) / 1.12$

$Q_U = 1.2702$

7. Determine P_U by entering Table 1 with $Q_U = 1.29$ and n = 4.

$P_U = 93$

8. Calculate Air Voids PWL

$PWL = (P_L + P_U) - 100$

$PWL = (97 + 93) - 100 = 90$

EXAMPLE OF OUTLIER CALCULATION (REFERENCE ASTM E178)

Project: Example Project

Test Item: Item P-401, Lot A.

A. Outlier Determination for Mat Density.

1. Density of four random cores taken from Lot A arranged in descending order.

A-3 = 99.30

A-4 = 98.35

A-2 = 97.55

A-1 = 96.60

2. From ASTM E178, Table 1, for n=4 an upper 5% significance level, the critical value for test criterion = 1.463.

3. Use average density, standard deviation, and test criterion value to evaluate density measurements.

a. For measurements greater than the average:

If (measurement - average)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-3, check if (99.30 - 97.95) / 1.15 is greater than 1.463.

Since 1.174 is less than 1.463, the value is not an outlier.

b. For measurements less than the average:

If (average - measurement)/(standard deviation) is less than test criterion, then the measurement is not considered an outlier.

For A-1, check if (97.95 - 96.60) / 1.15 is greater than 1.463.

Since 1.435 is less than 1.463, the value is not an outlier.

Note: In this example, a measurement would be considered an outlier if the density were:

Greater than (97.95 + 1.463 × 1.15) = 99.63%

OR

less than (97.95 - 1.463 × 1.15) = 96.27%.

Table 1. Table for Estimating Percent of Lot Within Limits (PWL)

Percent Within Limits (P_L and P_U)	Positive Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
99	1.1541	1.4700	1.6714	1.8008	1.8888	1.9520	1.9994	2.0362
98	1.1524	1.4400	1.6016	1.6982	1.7612	1.8053	1.8379	1.8630
97	1.1496	1.4100	1.5427	1.6181	1.6661	1.6993	1.7235	1.7420
96	1.1456	1.3800	1.4897	1.5497	1.5871	1.6127	1.6313	1.6454
95	1.1405	1.3500	1.4407	1.4887	1.5181	1.5381	1.5525	1.5635
94	1.1342	1.3200	1.3946	1.4329	1.4561	1.4717	1.4829	1.4914
93	1.1269	1.2900	1.3508	1.3810	1.3991	1.4112	1.4199	1.4265
92	1.1184	1.2600	1.3088	1.3323	1.3461	1.3554	1.3620	1.3670
91	1.1089	1.2300	1.2683	1.2860	1.2964	1.3032	1.3081	1.3118
90	1.0982	1.2000	1.2290	1.2419	1.2492	1.2541	1.2576	1.2602
89	1.0864	1.1700	1.1909	1.1995	1.2043	1.2075	1.2098	1.2115
88	1.0736	1.1400	1.1537	1.1587	1.1613	1.1630	1.1643	1.1653
87	1.0597	1.1100	1.1173	1.1192	1.1199	1.1204	1.1208	1.1212
86	1.0448	1.0800	1.0817	1.0808	1.0800	1.0794	1.0791	1.0789
85	1.0288	1.0500	1.0467	1.0435	1.0413	1.0399	1.0389	1.0382
84	1.0119	1.0200	1.0124	1.0071	1.0037	1.0015	1.0000	0.9990
83	0.9939	0.9900	0.9785	0.9715	0.9671	0.9643	0.9624	0.9610
82	0.9749	0.9600	0.9452	0.9367	0.9315	0.9281	0.9258	0.9241
81	0.9550	0.9300	0.9123	0.9025	0.8966	0.8928	0.8901	0.8882
80	0.9342	0.9000	0.8799	0.8690	0.8625	0.8583	0.8554	0.8533
79	0.9124	0.8700	0.8478	0.8360	0.8291	0.8245	0.8214	0.8192
78	0.8897	0.8400	0.8160	0.8036	0.7962	0.7915	0.7882	0.7858
77	0.8662	0.8100	0.7846	0.7716	0.7640	0.7590	0.7556	0.7531
76	0.8417	0.7800	0.7535	0.7401	0.7322	0.7271	0.7236	0.7211
75	0.8165	0.7500	0.7226	0.7089	0.7009	0.6958	0.6922	0.6896
74	0.7904	0.7200	0.6921	0.6781	0.6701	0.6649	0.6613	0.6587
73	0.7636	0.6900	0.6617	0.6477	0.6396	0.6344	0.6308	0.6282
72	0.7360	0.6600	0.6316	0.6176	0.6095	0.6044	0.6008	0.5982
71	0.7077	0.6300	0.6016	0.5878	0.5798	0.5747	0.5712	0.5686
70	0.6787	0.6000	0.5719	0.5582	0.5504	0.5454	0.5419	0.5394
69	0.6490	0.5700	0.5423	0.5290	0.5213	0.5164	0.5130	0.5105
68	0.6187	0.5400	0.5129	0.4999	0.4924	0.4877	0.4844	0.4820
67	0.5878	0.5100	0.4836	0.4710	0.4638	0.4592	0.4560	0.4537
66	0.5563	0.4800	0.4545	0.4424	0.4355	0.4310	0.4280	0.4257
65	0.5242	0.4500	0.4255	0.4139	0.4073	0.4030	0.4001	0.3980
64	0.4916	0.4200	0.3967	0.3856	0.3793	0.3753	0.3725	0.3705
63	0.4586	0.3900	0.3679	0.3575	0.3515	0.3477	0.3451	0.3432
62	0.4251	0.3600	0.3392	0.3295	0.3239	0.3203	0.3179	0.3161
61	0.3911	0.3300	0.3107	0.3016	0.2964	0.2931	0.2908	0.2892
60	0.3568	0.3000	0.2822	0.2738	0.2691	0.2660	0.2639	0.2624
59	0.3222	0.2700	0.2537	0.2461	0.2418	0.2391	0.2372	0.2358
58	0.2872	0.2400	0.2254	0.2186	0.2147	0.2122	0.2105	0.2093
57	0.2519	0.2100	0.1971	0.1911	0.1877	0.1855	0.1840	0.1829
56	0.2164	0.1800	0.1688	0.1636	0.1607	0.1588	0.1575	0.1566
55	0.1806	0.1500	0.1406	0.1363	0.1338	0.1322	0.1312	0.1304
54	0.1447	0.1200	0.1125	0.1090	0.1070	0.1057	0.1049	0.1042
53	0.1087	0.0900	0.0843	0.0817	0.0802	0.0793	0.0786	0.0781
52	0.0725	0.0600	0.0562	0.0544	0.0534	0.0528	0.0524	0.0521
51	0.0363	0.0300	0.0281	0.0272	0.0267	0.0264	0.0262	0.0260
50	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Percent Within Limits (P_L and P_U)	Negative Values of Q (Q_L and Q_U)							
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10
49	-0.0363	-0.0300	-0.0281	-0.0272	-0.0267	-0.0264	-0.0262	-0.0260
48	-0.0725	-0.0600	-0.0562	-0.0544	-0.0534	-0.0528	-0.0524	-0.0521
47	-0.1087	-0.0900	-0.0843	-0.0817	-0.0802	-0.0793	-0.0786	-0.0781
46	-0.1447	-0.1200	-0.1125	-0.1090	-0.1070	-0.1057	-0.1049	-0.1042
45	-0.1806	-0.1500	-0.1406	-0.1363	-0.1338	-0.1322	-0.1312	-0.1304
44	-0.2164	-0.1800	-0.1688	-0.1636	-0.1607	-0.1588	-0.1575	-0.1566
43	-0.2519	-0.2100	-0.1971	-0.1911	-0.1877	-0.1855	-0.1840	-0.1829
42	-0.2872	-0.2400	-0.2254	-0.2186	-0.2147	-0.2122	-0.2105	-0.2093
41	-0.3222	-0.2700	-0.2537	-0.2461	-0.2418	-0.2391	-0.2372	-0.2358
40	-0.3568	-0.3000	-0.2822	-0.2738	-0.2691	-0.2660	-0.2639	-0.2624
39	-0.3911	-0.3300	-0.3107	-0.3016	-0.2964	-0.2931	-0.2908	-0.2892
38	-0.4251	-0.3600	-0.3392	-0.3295	-0.3239	-0.3203	-0.3179	-0.3161
37	-0.4586	-0.3900	-0.3679	-0.3575	-0.3515	-0.3477	-0.3451	-0.3432
36	-0.4916	-0.4200	-0.3967	-0.3856	-0.3793	-0.3753	-0.3725	-0.3705
35	-0.5242	-0.4500	-0.4255	-0.4139	-0.4073	-0.4030	-0.4001	-0.3980
34	-0.5563	-0.4800	-0.4545	-0.4424	-0.4355	-0.4310	-0.4280	-0.4257
33	-0.5878	-0.5100	-0.4836	-0.4710	-0.4638	-0.4592	-0.4560	-0.4537
32	-0.6187	-0.5400	-0.5129	-0.4999	-0.4924	-0.4877	-0.4844	-0.4820
31	-0.6490	-0.5700	-0.5423	-0.5290	-0.5213	-0.5164	-0.5130	-0.5105
30	-0.6787	-0.6000	-0.5719	-0.5582	-0.5504	-0.5454	-0.5419	-0.5394
29	-0.7077	-0.6300	-0.6016	-0.5878	-0.5798	-0.5747	-0.5712	-0.5686
28	-0.7360	-0.6600	-0.6316	-0.6176	-0.6095	-0.6044	-0.6008	-0.5982
27	-0.7636	-0.6900	-0.6617	-0.6477	-0.6396	-0.6344	-0.6308	-0.6282
26	-0.7904	-0.7200	-0.6921	-0.6781	-0.6701	-0.6649	-0.6613	-0.6587
25	-0.8165	-0.7500	-0.7226	-0.7089	-0.7009	-0.6958	-0.6922	-0.6896
24	-0.8417	-0.7800	-0.7535	-0.7401	-0.7322	-0.7271	-0.7236	-0.7211
23	-0.8662	-0.8100	-0.7846	-0.7716	-0.7640	-0.7590	-0.7556	-0.7531
22	-0.8897	-0.8400	-0.8160	-0.8036	-0.7962	-0.7915	-0.7882	-0.7858
21	-0.9124	-0.8700	-0.8478	-0.8360	-0.8291	-0.8245	-0.8214	-0.8192
20	-0.9342	-0.9000	-0.8799	-0.8690	-0.8625	-0.8583	-0.8554	-0.8533
19	-0.9550	-0.9300	-0.9123	-0.9025	-0.8966	-0.8928	-0.8901	-0.8882
18	-0.9749	-0.9600	-0.9452	-0.9367	-0.9315	-0.9281	-0.9258	-0.9241
17	-0.9939	-0.9900	-0.9785	-0.9715	-0.9671	-0.9643	-0.9624	-0.9610
16	-1.0119	-1.0200	-1.0124	-1.0071	-1.0037	-1.0015	-1.0000	-0.9990
15	-1.0288	-1.0500	-1.0467	-1.0435	-1.0413	-1.0399	-1.0389	-1.0382
14	-1.0448	-1.0800	-1.0817	-1.0808	-1.0800	-1.0794	-1.0791	-1.0789
13	-1.0597	-1.1100	-1.1173	-1.1192	-1.1199	-1.1204	-1.1208	-1.1212
12	-1.0736	-1.1400	-1.1537	-1.1587	-1.1613	-1.1630	-1.1643	-1.1653
11	-1.0864	-1.1700	-1.1909	-1.1995	-1.2043	-1.2075	-1.2098	-1.2115
10	-1.0982	-1.2000	-1.2290	-1.2419	-1.2492	-1.2541	-1.2576	-1.2602
9	-1.1089	-1.2300	-1.2683	-1.2860	-1.2964	-1.3032	-1.3081	-1.3118
8	-1.1184	-1.2600	-1.3088	-1.3323	-1.3461	-1.3554	-1.3620	-1.3670
7	-1.1269	-1.2900	-1.3508	-1.3810	-1.3991	-1.4112	-1.4199	-1.4265
6	-1.1342	-1.3200	-1.3946	-1.4329	-1.4561	-1.4717	-1.4829	-1.4914
5	-1.1405	-1.3500	-1.4407	-1.4887	-1.5181	-1.5381	-1.5525	-1.5635
4	-1.1456	-1.3800	-1.4897	-1.5497	-1.5871	-1.6127	-1.6313	-1.6454
3	-1.1496	-1.4100	-1.5427	-1.6181	-1.6661	-1.6993	-1.7235	-1.7420
2	-1.1524	-1.4400	-1.6016	-1.6982	-1.7612	-1.8053	-1.8379	-1.8630
1	-1.1541	-1.4700	-1.6714	-1.8008	-1.8888	-1.9520	-1.9994	-2.0362

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM E178	Standard Practice for Dealing with Outlying Observations

END OF ITEM C-110

Item P-101 Preparation/Removal of Existing Pavements

DESCRIPTION

101-1 This item shall consist of removal of asphaltic and concrete existing pavement, and other miscellaneous items. Work shall be accomplished in accordance with these Specifications and the applicable Plans.

EQUIPMENT AND MATERIALS

101-2 All equipment and materials shall be specified here and in the following paragraphs or approved by Resident Project Representative (RPR). Equipment shall not cause damage to pavement to remain in place.

CONSTRUCTION

101-3.1 Removal of existing pavement.

Contractor's removal operation shall be controlled to not damage adjacent pavement structure, and base material, cables, utility ducts, pipelines, or drainage structures which are to remain under the pavement.

a. Concrete pavement removal. Full depth saw cuts shall be made perpendicular to the slab surface. Contractor shall saw through the full depth of the slab including any dowels at the joint, removing the pavement and installing new dowels as shown on the Plans and per the Specifications. Where the perimeter of the removal limits is not located on the joint and there are no dowels present, the perimeter shall be saw cut the full depth of the pavement. Pavement inside Project limits shall be removed by methods which will not cause distress in the pavement which is to remain in place. Removed concrete paving material is to be disposed off airport site.

The edge of existing concrete pavement against which new pavement abuts shall be protected from damage at all times. Any underlaying material that is to remain in place shall be recompacted and/or replaced as shown on the Plans. Adjacent areas damaged shall be repaired or replaced at Contractor's expense.

b. Asphalt pavement removal. Asphalt pavement to be removed shall be cut to the full depth of the asphalt pavement around the perimeter of the area to be removed. Material is to be removed from airport site. Any damage caused by Contractor's removal process shall be repaired at Contractor expense.

c. Removal of Base Material. See Item P-152 - Excavation, Subgrade, and Embankment, for removal of base material and subgrade.

101-3.2 Preparation of joints and cracks prior to overlay/surface treatment. Not used.

101-3.3 Removal of Foreign Substances/contaminates. Not used.

101-3.4 Concrete spall or failed asphaltic concrete pavement repair. Not used.

101-3.5 Cold milling. Not used.

101-3.6. Preparation of asphalt pavement surfaces prior to surface treatment. Not used.

101-3.7 Maintenance. Contractor shall perform all maintenance work necessary to keep the pavement in a satisfactory condition until the full section is complete and accepted by RPR. Surface shall be kept clean and free from foreign material. Pavement shall be properly drained at all times. If cleaning is necessary or pavement becomes disturbed, any work repairs necessary shall be performed at Contractor expense.

101-3.8 Preparation of Joints in Rigid Pavement prior to resealing. Not used.

101-3.8.1 Removal of Existing Joint Sealant. Not used.

101-3.8.2 Cleaning prior to sealing. Not used.

101-3.8.3 Joint sealant. Not used.

101-3.9 Preparation of Cracks in Flexible Pavement prior to sealing. Not used.

101-3.9.1 Preparation of Crack. Not used.

101-3.9.2 Removal of Existing Crack Sealant. Not used.

101-3.9.3 Crack Sealant. Not used.

101-3.9.4 Removal of Pipe and other Buried Structures.

a. Removal of Existing Pipe Material. Remove types of abandoned utilities and pipe as indicated on the Plans. Removed material shall be legally disposed of off-site in a timely manner following removal. Trenches shall be backfilled with material equal to or better in quality than adjacent embankment. Trenches under paved areas must be compacted to 95 percent of ASTM D1557.

b. Removal of Inlets/Manholes. Not used.

METHOD OF MEASUREMENT

101-4.1 Pavement removal (Asphaltic or Concrete). The unit of measurement for pavement removal shall be the number of square yards removed by Contractor. Any pavement removed outside the limits of removal because the pavement was damaged by negligence on the part of Contractor shall not be included in the measurement for payment. No direct measurement or payment shall be made for saw cutting. Saw cutting shall be incidental to pavement removal.

101-4.2 Removal of Pipe and other Buried Structures. No separate measurement for payment will be made. The Work covered by this Section shall be considered as a subsidiary obligation of Contractor and covered under the other Contract items.

BASIS OF PAYMENT

101-5.1 Payment. Payment shall be made at Contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item P 101-5.1a	Remove Existing Asphaltic Pavement, per square yard
Item P 101-5.1b	Remove Existing Concrete Pavement, per square yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5380-6	Guidelines and Procedures for Maintenance of Airport Pavements.

ASTM International (ASTM)

ASTM D6690	Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM P-101

Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the Work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these Specifications and in conformity to the dimensions and typical Sections shown on the Plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

152-1.3 Unsuitable excavation. Unsuitable material shall be disposed off airport property. Materials containing vegetable or organic matter such as muck, peat, organic silt, or sod, shall be considered unsuitable for use in embankment construction.

CONSTRUCTION METHODS

152-2.1 General.

The suitability of material to be placed in embankments shall be subject to approval by RPR. All unsuitable material shall be disposed off airport property.

When Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and RPR notified. At the direction of RPR, Contractor shall excavate the Site in such a manner as to preserve the artifacts encountered and allow for their removal. Such special excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 12 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, Contractor shall notify RPR, who shall arrange for their removal if necessary. Contractor, at own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of Contractor's operations during the period of the Contract.

a. Blasting. Not allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by Contractor and RPR has obtained from Contractor, Contractor verification survey shots of the elevations and measurements of the ground surface. Contractor and RPR shall agree original ground lines shown on the topographic survey noted in Project Plans are accurate or agree to any adjustments made to the original ground lines.

Only suitable excavated material shall be used in the formation of subgrade embankment. All unsuitable material shall be disposed off airport property.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the Plans, the excess shall be disposed off airport property. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, Contractor shall coordinate obtaining borrow material from off airport property (Reference 152-2.3.)

No direct measurement for excavation. Excavation costs are considered incidental to placing subgrade embankment in lifts, compacting, discing, watering, mixing, sloping, and other operations necessary for construction of subgrade embankments. Payment for compacted embankment will be made under "embankment in-place." No direct payment will be made for excavation, borrow, or excess material disposal.

a. Selective grading. More suitable material designated by RPR shall be used in constructing pavement subgrade. If, at the time of excavation it is not possible to place this material in its final location, stockpile in approved areas until it can be placed. Then place more suitable material and compact as specified. Selective grading shall be considered incidental to Work involved. Cost of stockpiling and placing material shall be included in the various pay items of work involved.

Remove base material lying under asphaltic pavement removal areas of this Project. At Contractor option, this material may be reused as subgrade embankment, used as select fill in removed utility areas, or removed from site and disposed of Airport property. This base material shall be categorized as Unclassified per 152-2.2, and no direct measurement or payment for manipulation made. (Base material lying under concrete pavement removal areas of this project shall remain in place, manipulated, and compacted per Plans.)

b. Undercutting. Rock, shale, hardpan, loose rock, boulders, or other material unsatisfactory for subgrades shall be excavated to a minimum depth of 12 inches below the subgrade or to the depth specified by RPR. Muck, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified. Unsuitable materials shall be disposed off airport. The cost is incidental to this item. The excavated area shall be backfilled with suitable material obtained from the grading operations or borrow areas and compacted to specified densities. The necessary backfill will constitute a part of the embankment. Where rock cuts are made, backfill with select material.

c. Over-break. Over-break, including slides, is that portion of any material displaced or loosened beyond the finished work as planned or authorized by RPR. All over-break shall be graded or removed by Contractor and disposed of as directed by RPR. RPR shall determine if the displacement of such material was unavoidable and their own decision shall be final. Payment will not be made for the removal and disposal of over-break that RPR determines as avoidable. Unavoidable over-break will be classified as "Unclassified Excavation."

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of Work will be accomplished by Contractor as indicated on the Plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the Plans, and the material disposed off airport property. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the Plans.

152-2.3 Borrow excavation. Although subgrade borrow sources are not anticipated to be needed, if need arises, there are no borrow sources within boundaries of the Airport property. Contractor shall locate and obtain off-site borrow sources, subject to the approval of RPR. Contractor shall notify RPR at least 15 days prior to beginning the excavation so necessary measurements and tests can be made by RPR. All borrow pits shall be opened to expose the various strata of acceptable material to allow obtaining a uniform product. Borrow areas shall be drained and left in a neat, presentable condition with all slopes dressed uniformly. Borrow areas shall not create a hazardous wildlife attractant.

152-2.4 Drainage excavation. Not used.

152-2.5 Proof rolling. Proof rolling subgrade identifies any weak areas in subgrade but is not for subgrade compaction. Before start of embankment, the "compact-in-place" subgrade layer shall be proof rolled with compaction equipment suitable to and in the presence of RPR. Apply a minimum of two coverages, or as specified by RPR, under pavement areas. A coverage is defined as the application of one tire print over the designated area. Soft areas of subgrade that deflect more than 1-inch or show permanent deformation greater than 1-inch shall be removed and replaced with suitable material or reworked to conform to the moisture content and compaction requirements in accordance with these Specifications. Removal and replacement of soft areas is incidental to this item. The "compact-in-place" layer shall then be compacted per 152-2.7.

152-2.6 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade (two each of 6-inch-thick compacted layers) shall be compacted to not less than 95 percent of maximum density for cohesive soils as determined by ASTM D1557. As used herein, "non-cohesive" shall mean soils with a plasticity index (PI) of less than three as determined by ASTM D4318. Geotechnical Report appears to indicate cohesive subgrade soils for this Project.

152-2.7 Preparation of embankment area. All sod and vegetative matter shall be removed from the surface upon which the embankment is to be placed. Compact-in-place surface shall be broken up by plowing or scarifying to a minimum depth of 6 inches and shall then be compacted per Paragraph 152-2.10.

152-2.8 Control Strip. Not used.

152-2.9 Formation of embankments. The material shall be constructed in lifts of no more than 6 inches compacted thickness.

When more than one lift is required to establish the layer thickness shown on the Plans, the construction procedure described here shall apply to each lift. No lift shall be covered by subsequent lifts until tests verify that compaction requirements have been met. Contractor shall rework, recompact, and retest any material placed which does not meet the Specifications.

Lifts shall be placed, to produce a soil structure as shown on the typical cross-section or as directed by RPR. Materials such as brush, hedge, roots, stumps, grass, and other organic matter, shall not be incorporated or buried in the embankment.

Earthwork operations shall be suspended at any time when satisfactory results cannot be obtained due to rain, freezing, or other unsatisfactory weather conditions in the field. Frozen material shall not be placed in the embankment, nor shall embankment be placed upon frozen material. Material shall not be placed on surfaces that are muddy, frozen, or contain frost. Contractor shall drag, blade, or slope the embankment to provide surface drainage at all times.

Material in each lift shall be within ±2 percent of optimum moisture content before rolling to obtain the prescribed compaction. Material shall be moistened or aerated as necessary to achieve a uniform moisture content throughout the lift. Natural drying may be accelerated by blending in dry material or manipulation alone to increase the rate of evaporation.

Contractor shall make the necessary corrections and adjustments in methods, materials. or moisture content to achieve the specified embankment density.

RPR will take samples of excavated materials which will be used in embankment for testing to obtain a Moisture-Density Relations of Soils Report (Proctor) in accordance with ASTM D1557. A new Proctor shall be obtained for each soil type based on visual classification.

Density tests will be taken by RPR for every 1,000 square yards of compacted embankment for each lift which is required to be compacted, or other appropriate frequencies as determined by RPR.

If the material has greater than 30 percent retained on the 3/4-inch sieve, follow AASHTO T-180 Annex Correction of maximum dry density and optimum moisture for oversized particles.

Rolling operations shall be continued until the embankment is compacted to not less than 95 percent of maximum density for cohesive soils as determined by ASTM D1557. Under all areas to be paved, the embankments shall be compacted to a depth per paving section plan details. As used herein, "non-cohesive" shall mean soils with a plasticity index (PI) of less than three as determined by ASTM D4318.

In-place field density shall be determined in accordance with ASTM 6938 using Procedure A, direct transmission method, and ASTM D6938 to determine moisture content of material. The machine shall be calibrated in accordance with ASTM D6938. RPR shall perform all density tests. If the specified density is not attained, the area represented by the test or as designated by RPR shall be reworked/recompacted and additional random tests made. This procedure shall be followed until the specified density is reached.

Compaction areas shall be kept separate, and no lift shall be covered by another lift until the proper density is obtained.

During construction of the embankment, Contractor shall route all construction equipment evenly over the entire width of the embankment as each lift is placed. Lift placement shall begin in the deepest portion of the embankment fill. As placement progresses, the lifts shall be constructed approximately parallel to the finished pavement grade line.

Stones, fragmentary rock, and recycled pavement larger than 4 inches in their greatest dimensions will not be allowed in the top 12 inches of the subgrade. Rockfill shall be brought up in lifts as specified or as directed by RPR and the finer material shall be used to fill the voids forming a dense, compact mass.

152-2.10 Compaction requirements. Subgrade under areas to be paved shall be compacted to a depth of 12 inches and density not less than 95 percent of the maximum dry density as determined by ASTM D1557.

The material to be compacted shall be within ±2 percent of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the 3/4-inch sieve, follow methods in ASTM D1557 for correction of maximum dry density and optimum moisture for oversized particles. Tests for moisture content and compaction will be taken at a minimum of 1,000 square yards of subgrade. All quality assurance testing shall be done by RPR.

The in-place field density shall be determined in accordance with ASTM D6938 using Procedure A, the direct transmission method, and ASTM D6938 shall be used to determine the moisture content of the material. The machine shall be calibrated in accordance with ASTM D6938 within 12 months prior to its use on this Contract. The gage shall be field standardized daily.

Density tests will be taken by RPR for every 1,000 square yards of completed subgrade. If a nuclear gage is used for density determination, two random readings shall be made for each 5,000 square yards.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked/recompacted and additional random tests made. This procedure shall be followed until the specified density is reached.

All cut-and-fill slopes shall be uniformly dressed to the slope, cross-section, and alignment shown on the Plans or as directed by RPR and the finished subgrade shall be maintained.

152-2.11 Finishing and protection of subgrade. Finishing and protection of subgrade are incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes, or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling, and other methods shall be performed to provide a thoroughly compacted subgrade shaped to lines and grades shown on the Plans. All ruts or rough places that develop in the completed subgrade shall be graded, recompacted, and retested. Contractor shall protect subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the Work. Contractor shall include the cost in the contract unit price for the pay of items of Work involved. No payment will be made separately or directly for hauling on any part of the Work.

Contractor's equipment shall not cause damage to any excavated surface, compacted lift, or subgrade as a result of hauling operations. Any damage caused because of Contractor's hauling operations shall be repaired at Contractor expense.

Contractor shall be responsible for providing, maintaining, and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by Owner. No separate payment will be made for any work or materials associated with providing, maintaining, and removing haul roads or routes.

152-2.13 Surface Tolerances. In those areas on which a subbase or base course is to be placed, surface shall be tested for smoothness and accuracy of grade and crown. Any portion lacking required smoothness or failing in accuracy of grade or crown shall be scarified to a depth of at least 3 inches, reshaped and recompacted to grade until the required smoothness and accuracy are obtained and approved by RPR. Contractor shall perform all final smoothness and grade checks in the presence of RPR. Any deviation in surface tolerances shall be corrected by Contractor at Contractor's expense.

a. Smoothness. Finished surface shall not vary more than ±1/2 inch when tested with a 12-foot straightedge applied parallel with and at right angles to centerline. Straightedge shall be moved continuously forward at half the length of the 12-foot straightedge for the full length of each line on a 50-foot grid.

b. Grade. Grade and crown shall be measured on a 50-foot grid and shall be within ±0.05 feet of specified grade.

152-2.14 Topsoil. Not used.

METHOD OF MEASUREMENT

152-3.1 Measurement for payment specified by cubic yard shall be computed in the final position using average end areas of design cross sections combined with applicable plan view. Cubic yard quantities shall include a 6-inch thickness attributed to subgrade compact-in-place layer.

BASIS OF PAYMENT

152-4.1 For embankment in place, payment shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the item. Per 152.2.2 *Excavation*, payment for excavation will be included in the Item "Embankment." Therefore, costs for excavation and embankment shall be included in embankment item, with the pay item being the volume of embankment.

Payment will be made under:

Item P-152-4.1	Embankment in place, per cubic yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft^3 (600 kN-m/m^3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2700 kN-m/m^3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-403 Asphalt Mix Pavement Base Course

DESCRIPTION

403-1.1 This item shall consist of pavement courses composed of mineral aggregate and asphalt binder mixed in a central mixing plant and placed on a prepared course in accordance with these Specifications and shall conform to the lines, grades, thicknesses, and typical cross-sections shown on the Plans. Each course shall be constructed to the depth, typical section, and elevation required by the Plans and shall be rolled, finished, and approved before the placement of the next course.

MATERIALS

403-2.1 Aggregate. Aggregates shall consist of crushed stone, crushed gravel, crushed slag, screenings, natural sand, and mineral filler, as required. The aggregates should have no known history of detrimental pavement staining due to ferrous sulfides, such as pyrite. Coarse aggregate is the material retained on the No. 4 sieve. Fine aggregate is the material passing the No. 4 sieve.

a. Coarse aggregate. Coarse aggregate shall consist of sound, tough, durable particles, free from films of matter that would prevent thorough coating and bonding with the asphalt material and free from organic matter and other deleterious substances. Coarse aggregate material requirements are given in the table below.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum for surface, asphalt binder, and leveling course Loss: 50% maximum for base course	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Percentage of Fractured Particles	For pavements designed for aircraft gross weights of 60,000 pounds or more: Minimum 75% by weight of particles with at least two fractured faces and 85% with at least one fractured face[1]	ASTM D5821
	For pavements designed for aircraft gross weights less than 60,000 pounds: Minimum 50% by weight of particles with at least two fractured faces and 65% with at least one fractured face[1]	
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles with a value of 5:1 [2]	ASTM D4791

[1] The area of each face shall be equal to at least 75 percent of the smallest mid-sectional area of the piece. When two fractured faces are contiguous, the angle between the planes of fractures shall be at least 30 degrees to count as two fractured faces.

[2] A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.

b. Fine aggregate. Fine aggregate shall consist of clean, sound, tough, durable, angular shaped particles produced by crushing stone, slag, or gravel and shall be free from coatings of clay, silt, or other objectionable matter. Natural (non-manufactured) sand may be used to obtain the gradation of the aggregate blend or to improve the workability of the mix. Fine aggregate material requirements are listed in the Table below.

Fine Aggregate Material Requirements

Material Test	Requirement	Standard
Liquid limit	25 maximum	ASTM D4318
Plasticity Index	4 maximum	ASTM D4318
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate - or - 15% maximum using magnesium sulfate	ASTM C88
Clay lumps and friable particles	0.3% maximum	ASTM C142
Sand equivalent	45 minimum	ASTM D2419
Natural Sand	0 to 8% maximum by weight of total aggregate	ASTM D1073

c. Sampling. ASTM D75 shall be used in sampling coarse and fine aggregate, and ASTM C183 shall be used in sampling mineral filler.

403-2.2 Mineral filler. Mineral filler (baghouse fines) may be added in addition to material naturally present in the aggregate. Mineral filler shall meet the requirements of ASTM D242.

Mineral filler Requirements

Material Test	Requirement	Standard
Plasticity Index	4 maximum	ASTM D4318

403-2.3 Asphalt binder. Asphalt binder shall conform to ASTM D6373 Performance Grade (PG) 76-22.

Asphalt Binder PG Plus Test Requirements

Material Test	Requirement	Standard
Elastic Recovery	75% minimum	ASTM D6084

403-2.4 Anti-stripping agent. Any anti-stripping agent or additive (anti-strip) shall be heat stable and shall not change the asphalt binder grade beyond specifications. Anti-strip shall be an approved material of the Department of Transportation of the State in which the project is located.

403-2.5 Bond Breaker. Fabric shall meet the requirements of AASHTO M 288 Class I woven fabric with elongation less than 50 percent at the specified strengths. A certificate of compliance (COC) shall be provided by the fabric manufacturer that the material may be used as a bond breaker.

COMPOSITION

403-3.1 Composition of mixture. The asphalt plant mix shall be composed of a mixture of well-graded aggregate, filler and anti-strip agent if required, and asphalt binder. The several aggregate fractions shall be sized, handled in separate size groups, and combined in such proportions that the resulting mixture meets the grading requirements of the job mix formula (JMF).

403-3.2 Job mix formula (JMF) laboratory. The laboratory used to develop the JMF shall possess a current certificate of accreditation, listing D3666 from a national accrediting authority and all test methods required for developing the JMF, and listed on the accrediting authority's website. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to the RPR prior to start of construction.

403-3.3 Job mix formula (JMF). No asphalt mixture shall be placed until an acceptable mix design has been submitted to Engineer for review and accepted in writing. Engineer's review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this Section.

When the Project requires asphalt mixtures of differing aggregate gradations and/or binders, a separate JMF shall be submitted for each mix. Add anti-stripping agent to meet tensile strength requirements.

The JMF shall be prepared by an accredited laboratory that meets the requirements of Paragraph 403-3.2. The asphalt mixture shall be designed using procedures contained in Asphalt Institute MS-2 Mix Design Manual, 7th Edition. Samples shall be prepared and compacted using the gyratory compactor in accordance with ASTM D6925.

Should a change in sources of materials be made, a new JMF must be submitted to Engineer for review and accepted in writing before the new material is used. After the initial production JMF has been approved by Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the new or modified JMF, including a new control strip when required by Engineer, will be borne by Contractor.

Engineer may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable Specifications.

The JMF shall be submitted in writing by Contractor at least 30 days prior to the start of paving operations. The JMF shall be developed within the same construction season using aggregates proposed for Project use.

The submitted JMF shall be dated, and stamped or sealed by the responsible Professional Engineer of the laboratory and shall include the following items as a minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF in accordance with Paragraph 403-2.3. Certificate of asphalt performance grade is with modifier already added, if used and must indicate compliance with ASTM D6373. For plant modified asphalt binder, certified test report indicating grade certification of modified asphalt binder.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF in accordance with Paragraph 403-2.4.
- Certified material test reports for the course and fine aggregate and mineral filler in accordance with Paragraphs 403-2.1 and 403-2.2.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each course and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles**,** elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt.

- Number of blows or gyrations.
- Laboratory mixing and compaction temperatures.
- Supplier recommended mixing and compaction temperatures.
- Plot of the combined gradation on the 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results.
- Date the JMF was developed. Mix designs that are not dated or which are from a prior construction season shall not be accepted.

Table 1. Asphalt Design Criteria

Test Property	Value	Test Method
Number of gyrations	75	
Air voids (%)	3.5	ASTM D3203
Percent voids in mineral aggregate (VMA), minimum	See Table 2	ASTM D6995
TSR[1]	not less than 80 at a saturation of 70 to 80%	ASTM D4867
Asphalt Pavement Analyzer (APA)[2]	Less than 10 mm @ 4,000 passes	AASHTO T340 at 250 psi hose pressure at 64°C test temperature

[1] Test specimens for TSR shall be compacted at 7 ± 1.0% air voids. In areas subject to freeze-thaw, use freeze-thaw conditioning in lieu of moisture conditioning per ASTM D4867.

[2] AASHTO T340 at 100 psi hose pressure at 64 degrees C test temperature may be used in the interim. If this method is used the required Value shall be less than 5 mm @ 8,000 passes

The mineral aggregate shall be of such size that the percentage composition by weight, as determined by laboratory sieves, will conform to the gradation or gradations specified in Table 2 when tested in accordance with ASTM C136 and ASTM C117.

The gradations in Table 2 represent the limits that shall determine the suitability of aggregate for use from the sources of supply, be well graded from coarse to fine and shall not vary from the low limit on one sieve to the high limit on the adjacent sieve, or vice versa.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieve
1-inch	--
3/4-inch	100
1/2-inch	90-100
3/8-inch	72-88
No. 4	53-73
No. 8	38-60
No. 16	26-48
No. 30	18-38
No. 50	11-27
No. 100	6-18
No. 200	3-6
Voids in Mineral Aggregate (VMA)[1]	15
Asphalt Percent:	
Stone or gravel	5.0-7.5
Recommended Minimum Construction Lift Thickness	2 inch

[1]To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.

The aggregate gradations shown are based on aggregates of uniform specific gravity. The percentages passing the various sieves shall be corrected when aggregates of varying specific gravities are used, as indicated in the Asphalt Institute MS-2 Mix Design Manual, 7th Edition.

Table 2. Aggregate - Asphalt Pavements

Sieve Size	Percentage by Weight Passing Sieves		
	Gradation 1	**Gradation 2**	**Gradation 3[1]**
1-inch	100	--	--
3/4-inch	90-100	100	--
1/2-inch	68-88	90-100	100
3/8-inch	60-82	72-88	90-100
No. 4	45-67	53-73	58-78
No. 8	32-54	38-60	40-60
No. 16	22-44	26-48	28-48
No. 30	15-35	18-38	18-38
No. 50	9-25	11-27	11-27
No. 100	6-18	6-18	6-18
No. 200	3-6	3-6	3-6
Voids in Mineral Aggregate (VMA)	14	15	16
Asphalt percent by total weight of mixture:			
Stone or gravel	4.5-7.0	5.0-7.5	5.5-8.0
Slag	5.0-7.5	6.5-9.5	7.0-10.5
Recommended Minimum Construction Lift Thickness	3 inches	2 inches	1-1/2-inch

[1]Gradation 3 is intended for leveling courses. FAA approval is required for use in other locations.

403-3.4 Reclaimed Asphalt Pavement (RAP).

RAP shall not be used.

403-3.5 Control strip. Full production shall not begin until an acceptable control strip has been constructed and accepted in writing by Engineer. Contractor shall prepare and place a quantity of asphalt according to the JMF. The underlying grade or pavement structure upon which the control strip is to be constructed shall be the same as the remainder of the course represented by the control strip.

Contractor will not be allowed to place the control strip until the Contractor Quality Control Program (CQCP), showing conformance with the requirements of Paragraph 403-5.1, has been accepted, in writing, by Engineer.

The control strip will consist of at least 250 tons or 1/2 sublot, whichever is greater. The control strip shall be placed in two lanes of the same width and depth to be used in production with a longitudinal cold joint. The cold joint must be cut back in accordance with Paragraph 403-4.13 using the same procedure that will be used during production. The cold joint for the control strip will be an exposed construction joint at least four hours old or when the mat has cooled to less than 160 degrees F. The equipment used in construction of the control strip shall be the same type, configuration, and weight to be used on the Project.

The control strip shall be evaluated for acceptance as a single lot in accordance with the acceptance criteria in Paragraph 403-6.1 and 403-6.2. The control strip shall be divided into equal sublots. As a minimum, the control strip shall consist of three sublots.

The control strip will be considered acceptable by the RPR if the gradation, asphalt content, and VMA are within the action limits specified in Paragraph 403-5.5a; and Mat density, air voids, and joint density meet the requirements specified in Paragraphs 403-6.2.

If the control strip is unacceptable, necessary adjustments to the JMF, plant operation, placing procedures, and/or rolling procedures shall be made and another control strip shall be placed. Unacceptable control strips shall be removed at Contractor's expense.

Payment will only be made for an acceptable control strip in accordance with Paragraph 403-8.1.

CONSTRUCTION METHODS

403-4.1 Weather limitations. The asphalt shall not be placed upon a wet surface or when the surface temperature of the underlying course is less than specified in Table 4. The temperature requirements may be waived by the RPR, if requested; however, all other requirements including compaction shall be met.

Table 4. Surface Temperature Limitations of Underlying Course

Mat Thickness	Base Temperature (Minimum)	
	Degrees F	Degrees C
3 inches or greater	40	4
Greater than 2 inches but less than 3 inches	45	7

403-4.2 Asphalt plant. Plants used for the preparation of asphalt shall conform to the requirements of American Association of State Highway and Transportation Officials (AASHTO) M156 including the following items:

a. Inspection of plant. The RPR and Engineer, or RPR's authorized representative, shall have access, at all times, to all areas of the plant for checking adequacy of equipment; inspecting operation of the plant: verifying weights, proportions, and material properties; and checking the temperatures maintained in the preparation of the mixtures.

b. Storage bins and surge bins. The asphalt mixture stored in storage and/or surge bins shall meet the same requirements as asphalt mixture loaded directly into trucks. Asphalt mixture shall not be stored in storage and/or surge bins for a period greater than 12 hours. If the RPR determines there is an excessive heat loss, segregation, or oxidation of the asphalt mixture due to temporary storage, temporary storage shall not be allowed.

403-4.3 Aggregate stockpile management. Aggregate stockpiles shall be constructed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed, and batched separately at the concrete batch plant. Aggregates that have become segregated or mixed with earth or foreign material shall not be used.

A continuous supply of materials shall be provided to the work to ensure continuous placement.

403-4.4 Hauling equipment. Trucks used for hauling asphalt shall have tight, clean, and smooth metal beds. To prevent the asphalt from sticking to the truck beds, the truck beds shall be lightly coated with a minimum amount of paraffin oil, lime solution, or other material approved by the RPR. Petroleum products shall not be used for coating truck beds. Each truck shall have a suitable cover to protect the mixture from adverse weather. When necessary, to ensure that the mixture will be delivered to the site at the specified temperature, truck beds shall be insulated or heated, and covers shall be securely fastened.

403-4.4.1 Material transfer vehicle (MTV). Material transfer Vehicles shall be required due to the improvement in smoothness and decrease in both physical and thermal segregation. To transfer the material from the hauling equipment to the paver, use a self-propelled, material transfer vehicle with a swing conveyor that can deliver material to the paver without making contact with the paver. The MTV shall be able to move back and forth between the hauling equipment and the paver providing material transfer to the paver, while allowing the paver to operate at a constant speed. The Material Transfer Vehicle will have remixing and storage capability to prevent physical and thermal segregation.

403-4.5 Asphalt pavers. Asphalt pavers shall be self-propelled with an activated heated screed, capable of spreading and finishing courses of asphalt that will meet the specified thickness, smoothness, and grade. The paver shall have sufficient power to propel itself and the hauling equipment without adversely affecting the finished surface. The asphalt paver shall be equipped with a control system capable of automatically maintaining the specified screed grade and elevation.

If the spreading and finishing equipment in use leaves tracks or indented areas or produces other blemishes in the pavement that are not satisfactorily corrected by the scheduled operations, the use of such equipment shall be discontinued.

The paver shall be capable of paving to a minimum width specified in Paragraph 401-4.11.

403-4.6 Rollers. The number, type, and weight of rollers shall be sufficient to compact the asphalt to the required density while it is still in a workable condition without crushing of the aggregate, depressions, or other damage to the pavement surface. Rollers shall be in good condition, capable of operating at slow speeds to avoid displacement of the asphalt. All rollers shall be specifically designed and suitable for compacting asphalt concrete and shall be properly used. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used.

403-4.6.1 Density device. Contractor shall have on site a density gauge during all paving operations in order to assist in the determination of the optimum rolling pattern, type of roller and frequencies, as well as to monitor the effect of the rolling operations during production paving. Contractor shall also supply a qualified technician during all paving operations to calibrate the density gauge and obtain accurate density readings for all new asphalt. These densities shall be supplied to the RPR upon request at any time during construction. No separate payment will be made for supplying the density gauge and technician.

403-4.7 Preparation of asphalt binder. The asphalt binder shall be heated in a manner that will avoid local overheating and provide a continuous supply of the asphalt material to the mixer at a uniform temperature. The temperature of the unmodified asphalt binder delivered to the mixer shall be sufficient to provide a suitable viscosity for adequate coating of the aggregate particles but shall not exceed 325 degrees F when added to the aggregate. The temperature of modified asphalt binder shall be no more than 350 degrees F when added to the aggregate.

403-4.8 Preparation of mineral aggregate. The aggregate for the asphalt shall be heated and dried. The maximum temperature and rate of heating shall be such that no damage occurs to the aggregates. The temperature of the aggregate and mineral filler shall not exceed 350 degrees F when the asphalt binder is added. Particular care shall be taken that aggregates high in calcium or magnesium content are not damaged by overheating. The temperature shall not be lower than is required to obtain complete coating and uniform distribution on the aggregate particles and to provide a mixture of satisfactory workability.

403-4.9 Preparation of asphalt mixture. The aggregates and the asphalt binder shall be weighed or metered and introduced into the mixer in the amount specified by the JMF. The combined materials shall be mixed until the aggregate obtains a uniform coating of asphalt binder and is thoroughly distributed throughout the mixture. Wet mixing time shall be the shortest time that will produce a satisfactory mixture, but not less than 25 seconds for batch plants. The wet mixing time for all plants shall be established by the Contractor, based on the procedure for determining the percentage of coated particles described in ASTM D2489, for each individual plant and for each type of aggregate used. The wet mixing time will be set to achieve 95 percent of coated particles. For continuous mix plants, the minimum mixing time shall be determined by dividing the weight of its contents at operating level by the weight of the mixture delivered per second by the mixer. The moisture content of all asphalt upon discharge shall not exceed 0.5 percent.

403-4.10 Application of Prime and Tack Coat. Immediately before placing the asphalt mixture, the underlying course shall be cleaned of all dust and debris.

A prime coat in accordance with Item P-602 shall be applied to the subgrade prior to placing the asphalt mixture.

A tack coat shall be applied in accordance with Item P-603 to all vertical and horizontal asphalt and concrete surfaces prior to placement of the first and each subsequent lift of asphalt mixture.

403-4.11 Laydown plan, transporting, placing, and finishing. Prior to the placement of the asphalt, Contractor shall prepare a laydown plan with the sequence of paving lanes and width to minimize the number of cold joints; the location of any temporary ramps; laydown temperature; and estimated time of completion for each portion of the Work (milling, paving, rolling, cooling, etc.). The laydown plan and any modifications shall be approved by the RPR.

Deliveries shall be scheduled so that placing and compacting of asphalt is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until the material has been compacted, as specified, and allowed to cool to approximately ambient temperature. Contractor, at their expense, shall be responsible for repair of any damage to the pavement caused by hauling operations.

Contractor shall survey each lift of asphalt surface course and certify to RPR/Engineer that every lot of each lift meets the grade tolerances of Paragraph 401-6.2e before the next lift can be placed.

Edges of existing asphalt pavement abutting the new work shall be saw cut and the cut off material and laitance removed. Apply a tack coat in accordance with P-603 before new asphalt material is placed against it.

The speed of the paver shall be regulated to eliminate pulling and tearing of the asphalt mat. Placement of the asphalt mix shall begin along the centerline of a crowned section or on the high side of areas with a one way slope unless shown otherwise on the laydown plan as accepted by the RPR and Engineer. The asphalt mix shall be placed in consecutive adjacent lanes having a minimum width of 10 feet except where edge lanes require less width to complete the area. Additional screed sections attached to widen the paver to meet the minimum lane width requirements must include additional auger sections to move the asphalt mixture uniformly along the screed extension.

The longitudinal joint in one course shall offset the longitudinal joint in the course immediately below by at least 1-foot; however, the joint in the surface top course shall be at the centerline of crowned pavements. Transverse joints in one course shall be offset by at least 10 feet from transverse joints in the previous course. Transverse joints in adjacent lanes shall be offset a minimum of 10 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the asphalt may be spread and luted by hand tools.

The RPR may at any time, reject any batch of asphalt, on the truck or placed in the mat, which is rendered unfit for use due to contamination, segregation, incomplete coating of aggregate, or overheated asphalt mixture. Such rejection may be based on only visual inspection or temperature measurements. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of the RPR, and if it can be demonstrated in the laboratory, in the presence of the RPR, that such material was erroneously rejected, payment will be made for the material at the Contract unit price.

Areas of segregation in the surface course, as determined by the RPR, shall be removed, and replaced at Contractor's expense. The area shall be removed by saw cutting and milling a minimum of the construction lift thickness as specified in Paragraph 401-3.3, Table 2 for the approved mix design. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

403-4.12 Compaction of asphalt mixture. After placing, the asphalt mixture shall be thoroughly and uniformly compacted by self-propelled rollers. The surface shall be compacted as soon as possible when the asphalt has attained sufficient stability so that the rolling does not cause undue displacement, cracking, or shoving. The sequence of rolling operations and the type of rollers used shall be at the discretion of Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any surface defects and/or displacement occurring as a result of the roller, or from any other cause, shall be corrected at Contractor's expense.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross-section, and the required field density is obtained. To prevent adhesion of the asphalt to the roller, the wheels shall be equipped with a scraper and kept moistened with water as necessary.

In areas not accessible to the roller, the mixture shall be thoroughly compacted with approved power tampers.

Any asphalt that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at Contractor's expense. Skin patching shall not be allowed**.**

403-4.13 Joints. The formation of all joints shall be made in such a manner as to ensure a continuous bond between the courses and obtain the required density. All joints shall have the same texture as other sections of the course and meet the requirements for smoothness and grade.

The roller shall not pass over the unprotected end of the freshly laid asphalt except when necessary to form a transverse joint. When necessary to form a transverse joint, it shall be made by means of placing a bulkhead or by tapering the course. The tapered edge shall be cut back to its full depth and width on a straight line to expose a vertical face prior to placing the adjacent lane. In both methods, all contact surfaces shall be coated with an asphalt tack coat before placing any fresh asphalt against the joint.

Longitudinal joints which have been left exposed for more than four hours; the surface temperature has cooled to less than 175 degrees F; or are irregular, damaged, uncompacted or otherwise defective shall be cut back with a cutting wheel or pavement saw a maximum of 3 inches to expose a clean, sound, uniform vertical surface for the full depth of the course. All cutback material and any laitance produced from cutting joints shall be removed from the Project. An asphalt tack coat or other product approved by the RPR shall be applied to the clean, dry joint prior to placing any additional fresh asphalt against the joint. The cost of this cold joint work shall be considered incidental to the cost of the asphalt, except tack will be paid per Item-P603.

403-4.14 Saw-cut grooving. Saw-cut grooving is not required.

403-4.15 Diamond grinding. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding shall be accomplished by sawing with saw blades impregnated with industrial diamond abrasive.

Diamond grinding shall be performed with a machine designed specifically for diamond grinding capable of cutting a path at least 3 feet wide. The saw blades shall be 1/8-inch wide with a minimum of 55 to 60 blades per 12 inches of cutting head width; grooves between 0.090 and 0.130 inches wide; and peaks and ridges approximately 1/32-inch higher than the bottom of the grinding cut. The actual number of blades will be determined by Contractor and depend on the hardness of the aggregate. Equipment or grinding procedures that causes ravels, aggregate fractures, spalls, or disturbance to the pavement will not be permitted.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. The slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. Contractor shall apply a surface treatment per Item P-608 to all areas that have been subject to grinding.

403-4.16 Nighttime Paving Requirements. Contractor shall provide adequate lighting during any nighttime construction. A lighting plan shall be submitted by Contractor and approved by the RPR prior to the start of any nighttime work. All Work shall be in accordance with the approved CSPP and lighting plan.

CONTRACTOR QUALITY CONTROL (CQC)

403-5.1 General. Contractor shall develop a CQCP in accordance with Item C-100. No partial payment will be made for materials that are subject to specific QC requirements without an approved CQCP**.**

403-5.2 Contractor quality control (QC) facilities. Contractor shall provide or contract for testing facilities in accordance with Item C-100. The RPR shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. The RPR/Engineer will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the Work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

403-5.3 Quality Control (QC) testing. Contractor shall perform all QC tests necessary to control the production and construction processes applicable to these specifications and as set forth in the approved CQCP. The testing program shall include, but not necessarily be limited to, tests for the control of asphalt content, aggregate gradation, temperatures, aggregate moisture, field compaction, and surface smoothness. A QC Testing Plan shall be developed as part of the CQCP.

a. Asphalt content. A minimum of two tests shall be performed per day in accordance with ASTM D6307 or ASTM D2172 for determination of asphalt content. When using ASTM D6307, the correction factor shall be determined as part of the first test performed at the beginning of plant production; and as part of every tenth test performed thereafter. The asphalt content for the day will be determined by averaging the test results.

b. Gradation. Aggregate gradations shall be determined a minimum of twice per lot from mechanical analysis of extracted aggregate in accordance with ASTM D5444 and ASTM C136, and ASTM C117.

c. Moisture content of aggregate. The moisture content of aggregate used for production shall be determined a minimum of once per lot in accordance with ASTM C566.

d. Moisture content of asphalt. The moisture content of the asphalt shall be determined once per lot in accordance with AASHTO T329 or ASTM D1461.

e. Temperatures. Temperatures shall be checked, at least four times per lot, at necessary locations to determine the temperatures of the dryer, the asphalt binder in the storage tank, the asphalt at the plant, and the asphalt at the Job Site.

f. In-place density monitoring. Contractor shall conduct any necessary testing to ensure that the specified density is being achieved. A nuclear gauge may be used to monitor the pavement density in accordance with ASTM D2950.

g. Smoothness for Contractor Quality Control.

Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4-inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested and then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. The surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length and measuring the maximum gap between the straightedge and the pavement surface in the area between the two high points. If the rolling inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. The transition between new and existing pavement shall be evaluated separately for conformance with the Plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements will be taken perpendicular to the pavement centerline each 50 feet or more often as determined by the RPR. The joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests will be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 ft or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4-inch shall be corrected with diamond grinding per Paragraph 403-4.15 or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in Paragraph 401-6.1d(3) Areas that have been ground shall be sealed with a surface treatment in accordance with Item P-608. To avoid the surface treatment creating any conflict with runway or taxiway markings, it may be necessary to seal a larger area.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines and/or methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

h. Grade. Grade shall be evaluated daily to allow adjustments to paving operations when grade measurements do not meet specifications. As a minimum, grade shall be evaluated prior to the placement of the first lift and then prior to and after placement of the surface lift.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and Plans. The final surface of the pavement will not vary from the gradeline elevations and cross-sections shown on the Plans by more than 1/2-inch vertically and 0.1 feet laterally. The documentation will be provided by Contractor to the RPR by the end of the following working day.

Areas with humps or depressions that exceed grade or smoothness criteria and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2-inch less than the thickness specified on the Plans. Grinding shall be in accordance with Paragraph 403-4.15.

Contractor shall repair low areas or areas that cannot be corrected by grinding by removal of deficient areas to the depth of the final course plus 1/2-inch and replacing with new material. Skin patching is not allowed.

403-5.4 Sampling. When directed by the RPR, Contractor shall sample and test any material that appears inconsistent with similar material being sampled, unless such material is voluntarily removed and replaced, or deficiencies corrected by Contractor. All sampling shall be in accordance with standard procedures specified.

403-5.5 Control charts. Contractor shall maintain linear control charts both for individual measurements and range (i.e., difference between highest and lowest measurements) for aggregate gradation, asphalt content, and VMA. The VMA for each day shall be calculated and monitored by the QC laboratory.

Control charts shall be posted in a location satisfactory to the RPR and kept current. As a minimum, the control charts shall identify the Project number, the Contract item number, the test number, each test parameter, the Action and Suspension Limits applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a problem and Contractor is not taking satisfactory corrective action, the RPR may suspend production or acceptance of the material.

a. Individual measurements. Control charts for individual measurements shall be established to maintain process control within tolerance for aggregate gradation, asphalt content, and VMA. The control charts shall use the JMF target values as indicators of central tendency for the following test parameters with associated Action and Suspension Limits:

Control Chart Limits for Individual Measurements

Sieve	Action Limit	Suspension Limit
3/4-inch	±6%	±9%
1/2-inch	±6%	±9%
3/8-inch	±6%	±9%
No. 4	±6%	±9%
No. 16	±5%	±7.5%
No. 50	±3%	±4.5%
No. 200	±2%	±3%
Asphalt Content	±0.45%	±0.70%
Minimum VMA	-0.5%	-1.0%

b. Range. Control charts for range shall be established to control process variability for the test parameters and Suspension Limits listed below. The range shall be computed for each lot as the difference between the two test results for each control parameter. The Suspension Limits specified below are based on a sample size of n = 2. Should Contractor elect to perform more than two tests per lot, the Suspension Limits shall be adjusted by multiplying the Suspension Limit by 1.18 for n = 3 and by 1.27 for n = 4.

Control Chart Limits Based on Range
(n = 2)

Sieve	Suspension Limit
1/2 inch (12.5 mm)	11%
3/8 inch (9.5 mm)	11%
No. 4 (4.75 mm)	11%
No. 16 (1.18 mm)	9%
No. 50 (300 µm)	6%
No. 200 (75 µm)	3.5%
Asphalt Content	0.8%

c. Corrective action. The CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of tolerance. The Plan shall contain sets of rules to gauge when a process is out of control and detail what action will be taken to bring the process into control. As a minimum, a process shall be deemed out of control and production stopped and corrective action taken, if:

(1) One point falls outside the Suspension Limit line for individual measurements or range; or

(2) Two points in a row fall outside the Action Limit line for individual measurements.

403-5.6 Quality control (QC) reports. Contractor shall maintain records and shall submit reports of QC activities daily, in accordance with the CQCP described in Item C-100.

MATERIAL ACCEPTANCE

403-6.1. Quality Assurance Acceptance sampling and testing. Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this Section will be performed by Engineer at no cost to Contractor except that coring as required in this Section shall be completed and paid for by Contractor.

a. Quality Assurance (QA) testing laboratory. The QA testing laboratory performing these acceptance tests will be accredited in accordance with ASTM D3666. The QA laboratory accreditation will be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing will be listed on the lab accreditation.

b. Lot Size. A standard lot will be equal to one day's production divided into approximately equal sublots of between 400 to 600 tons. When only one or two sublots are produced in a day's production, the sublots will be combined with the production lot from the previous or next day.

Where more than one plant is simultaneously producing asphalt for the job, the lot sizes will apply separately for each plant.

c. Asphalt air voids. Plant-produced asphalt will be tested for air voids on a sublot basis.

(1) Sampling. Material from each sublot shall be sampled in accordance with ASTM D3665. Samples shall be taken from material deposited into trucks at the plant or at the Job Site in accordance with ASTM D979. The sample of asphalt may be put in a covered metal tin and placed in an oven for not less than 30 minutes nor more than 60 minutes to maintain the material at or above the compaction temperature as specified in the JMF.

(2) Testing. Air voids will be determined for each sublot in accordance with ASTM D3203 for a set of compacted specimens prepared in accordance with ASTM D6925.

d. In-place asphalt mat and joint density. Each sublot will be tested for in-place mat and joint density as a percentage of the theoretical maximum density (TMD).

(1) Sampling. Contractor will cut minimum 5 inches diameter samples in accordance with ASTM D5361. Contractor shall furnish all tools, labor, and materials for cleaning, and filling the cored pavement. Laitance produced by the coring operation shall be removed immediately after coring, and core holes shall be filled within one day after sampling in a manner acceptable to the RPR.

(2) Bond. Each lift of asphalt shall be bonded to the underlying layer. If cores reveal that the surface is not bonded, additional cores shall be taken as directed by the RPR to determine the extent of unbonded areas. Unbonded areas shall be removed by milling and replaced at no additional cost as directed by the RPR.

(3) Thickness. Thickness of each lift of surface course will be evaluated by the RPR for compliance to the requirements shown on the Plans after any necessary corrections for grade. Measurements of thickness will be made using the cores extracted for each sublot for density measurement. The maximum allowable deficiency at any point will not be more than 1/4-inch less than the thickness indicated for the lift. Average thickness of lift, or combined lifts, will not be less than the indicated thickness. Where the thickness tolerances are not met, the lot or sublot shall be corrected by Contractor at his expense by removing the deficient area and replacing with new pavement. Contractor, at his expense, may take additional cores as approved by the RPR to circumscribe the deficient area.

(4) Mat density. One core shall be taken from each sublot. Core locations will be determined by the RPR in accordance with ASTM D3665. Cores for mat density shall not be taken closer than 1-foot from a transverse or longitudinal joint. The bulk specific gravity of each cored sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each sublot sample by the TMD for that sublot.

(5) Joint density. One core centered over the longitudinal joint shall be taken for each sublot which contains a longitudinal joint. Core locations will be determined by the RPR in accordance with ASTM D3665. The bulk specific gravity of each core sample will be determined in accordance with ASTM D2726. The percent compaction (density) of each sample will be determined by dividing the bulk specific gravity of each joint density sample by the average TMD for the lot. The TMD used to determine the joint density at joints formed between lots will be the lower of the average TMD values from the adjacent lots.

403-6.2 Acceptance criteria.

a. General. Acceptance will be based on the implementation of the Contractor Quality Control Program (CQCP) and the following characteristics of the asphalt and completed pavements: air voids, mat density, joint density, and grade.

b. Air voids. Acceptance of each lot of plant produced material for air voids will be based upon the average air void from the sublots. If the average air voids of the lot are equal to or greater than 2 percent and equal to or less than 5 percent, then the lot will be acceptable. If the average is below 2 percent or greater than 5 percent, the lot shall be removed and replaced at Contractor's expense.

c. Mat density. Acceptance of each lot of plant produced material for mat density will be based on the average of all of the densities taken from the sublots. If the average mat density of the lot so established equals or exceeds 94 percent, the lot will be acceptable. If the average mat density of the lot is below 94 percent, the lot shall be removed and replaced at Contractor's expense.

d. Joint density. Acceptance of each lot of plant produced asphalt for joint density will be based on the average of all of the joint densities taken from the sublots. If the average joint density of the lot so established equals or exceeds 92 percent, the lot will be acceptable. If the average joint density of the lot is less than 92 percent, Contractor shall stop production and evaluate the method of compacting joints. Production may resume once the reason for poor compaction has been determined and appropriate measures have been taken to ensure proper compaction.

e. Grade. The final finished surface of the pavement of the completed Project shall be surveyed to verify that the grade elevations and cross-sections shown on the Plans do not deviate more than 1/2-inch vertically or 0.1 feet laterally.

Cross-sections of the pavement shall be taken at a minimum 50-foot longitudinal spacing and at all longitudinal grade breaks. Minimum cross-section grade points shall include grade below corresponding to concrete pavement joints planned above Item P-403.

The survey and documentation shall be stamped and signed by a Licensed Surveyor. Payment for sublots that do not meet grade for over 25 percent of the sublot shall not be more than 95 percent.

403-6.3 Resampling Pavement for Mat Density.

a. General. Resampling of a lot of pavement will only be allowed for mat density and then, only if Contractor requests same in writing, within 48 hours after receiving the written test results from the RPR. A retest will consist of all the sampling and testing procedures contained in Paragraphs 403-6.1. Only one resampling per lot will be permitted.

(1) A redefined mat density will be calculated for the resampled lot. The number of tests used to calculate the redefined mat density will include the initial tests made for that lot plus the retests.

(2) The cost for resampling and retesting shall be borne by Contractor.

b. Payment for resampled lots. The redefined mat density for a resampled lot will be used to evaluate the acceptance of that lot in accordance with Paragraph 403-6.2.

c. Outliers. Check for outliers in accordance with ASTM E178, at a significance level of 5 percent. Outliers will be discarded, and density determined using the remaining test values.

METHOD OF MEASUREMENT

403-7.1 Measurement. Plant mix asphalt mix pavement shall be measured by the number of tons of asphalt pavement used in the accepted Work. Recorded batch weights or truck scale weights will be used to determine the basis for the tonnage.

BASIS OF PAYMENT

403-8.1 Payment. Payment for a lot of asphalt mixture meeting all acceptance criteria as specified in Paragraph 403-6.2 shall be made at the contract unit price per ton asphalt. The price shall be compensation for furnishing all materials, for all preparation, mixing, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-403-8.1	Asphalt Base Course, 10-inch thickness, 3-inch max lifts, complete, per ton.
Item P-403-8.2	Asphalt Base Course, 4-inch thickness, 2-inch max lifts, complete, per ton.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C117	Standard Test Method for Materials Finer than 75-μm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C127	Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C183	Standard Practice for Sampling and the Amount of Testing of Hydraulic Cement
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D242	Standard Specification for Mineral Filler for Bituminous Paving Mixtures
ASTM D946	Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction
ASTM D979	Standard Practice for Sampling Bituminous Paving Mixtures
ASTM D1073	Standard Specification for Fine Aggregate for Bituminous Paving Mixtures
ASTM D1074	Standard Test Method for Compressive Strength of Bituminous Mixtures

ASTM D1461	Standard Test Method for Moisture or Volatile Distillates in Bituminous Paving Mixtures
ASTM D2041	Standard Test Method for Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
ASTM D2172	Standard Test Method for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D2489	Standard Practice for Estimating Degree of Particle Coating of Bituminous-Aggregate Mixtures
ASTM D2726	Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures
ASTM D2950	Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods
ASTM D3203	Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures
ASTM D3381	Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D3666	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D4125	Standard Test Methods for Asphalt Content of Bituminous mixtures by the Nuclear Method
ASTM D4318	Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D4552	Standard Practice for Classifying Hot-Mix Recycling Agents
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM D4867	Standard Test Method for Effect of Moisture on Asphalt Concrete Paving Mixtures
ASTM D5444	Standard Test Method for Mechanical Size Analysis of Extracted Aggregate
ASTM D5581	Standard Test Method for Resistance to Plastic Flow of Bituminous Mixtures Using Marshall Apparatus (6 inch-Diameter Specimen)
ASTM D5821	Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate
ASTM D6307	Standard Test Method for Asphalt Content of Hot-Mix Asphalt by Ignition Method
ASTM D6373	Standard Specification for Performance Graded Asphalt Binder

ASTM D6752	Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Automatic Vacuum Sealing Method
ASTM D6925	Standard Test Method for Preparation and Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the SuperPave Gyratory Compactor
ASTM D6926	Standard Practice for Preparation of Bituminous Specimens Using Marshall Apparatus
ASTM D6927	Standard Test Method for Marshall Stability and Flow of Bituminous Mixtures
ASTM D6995	Standard Test Method for Determining Field VMA based on the Maximum Specific Gravity of the Mix (Gmm)
ASTM E11	Standard Specification for Woven Wire Test Sieve Cloth and Test Sieves
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO M156	Standard Specification for Requirements for Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures
AASHTO T329	Standard Method of Test for Moisture Content of Hot Mix Asphalt (HMA) by Oven Method
AASHTO T 340	Standard Method of Test for Determining the Rutting Susceptibility of Hot Mix Asphalt (APA) Using the Asphalt Pavement Analyzer (APA)

Asphalt Institute (AI)

MS-2	Mix Design Manual, 7th Edition
MS-26	Asphalt Binder Handbook AI State Binder Specification Database

FAA Orders

5300.1	Modifications to Agency Airport Design, Construction, and Equipment Standards

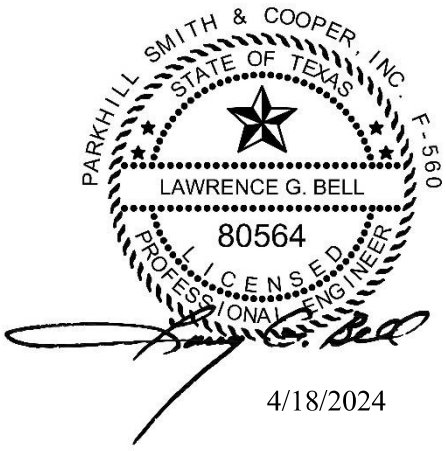
Federal Highway Administration (FHWA)

Long Term Pavement Performance Binder program

Software

FAARFIELD

END OF ITEM P-403



4/18/2024

Item P-501 Cement Concrete Pavement

DESCRIPTION

501-1.1 This Work shall consist of pavement composed of cement concrete with reinforcement constructed on a prepared underlying surface in accordance with these Specifications and shall conform to the lines, grades, thickness, and typical cross-sections shown on the Plans. The terms cement concrete, hydraulic cement concrete, and concrete are interchangeable in this Specification.

MATERIALS

501-2.1 Aggregates.

a. Reactivity. Fine and Coarse aggregates to be used in PCC on this project shall be tested and evaluated by Contractor for alkali-aggregate reactivity in accordance with both ASTM C1260 and C1567. Tests must be representative of aggregate sources which will be providing material for production. ASTM C1260 and C1567 tests may be run concurrently.

(1) Coarse aggregate and fine aggregate shall be tested separately in accordance with ASTM C1260: however, the length of test shall be extended to 28 days (30 days from casting). Tests must have been completed within 6 months of the date of the concrete mix submittal.

(2) The combined coarse and fine aggregate shall be tested in accordance with ASTM C1567, modified for combined aggregates, using the proposed mixture design proportions of aggregates, cementitious materials, and/or specific reactivity-reducing chemicals. If the expansion does not exceed 0.10 percent at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10 percent at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10 percent at 28 days, or new aggregates shall be evaluated and tested.

(3) If lithium nitrate is proposed for use with or without supplementary cementitious materials, the aggregates shall be tested in accordance with Corps of Engineers (COE) Concrete Research Division (CRD) C662 in lieu of ASTM C1567. If lithium nitrate admixture is used, it shall be nominal 30 percent ±0.5 percent weight lithium nitrate in water. If the expansion does not exceed 0.10 percent at 28 days, the proposed combined materials will be accepted. If the expansion is greater than 0.10 percent at 28 days, the aggregates will not be accepted unless adjustments to the combined materials mixture can reduce the expansion to less than 0.10 percent at 28 days, or new aggregates shall be evaluated and tested.

b. Fine aggregate. Grading of the fine aggregate, as delivered to the mixer, shall conform to the requirements of ASTM C33 and the parameters identified in the fine aggregate material requirements below. Fine aggregate material requirements and deleterious limits are shown in the following table:

Fine Aggregate Material Requirements

Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 10% maximum using Sodium sulfate **-** or **-** 15% maximum using magnesium sulfate	ASTM C88
Sand Equivalent	45 minimum	ASTM D2419
Fineness Modulus (FM)	2.50 ≤ FM ≤ 3.40	ASTM C136

Limits for Deleterious Substances in Fine Aggregate for Concrete		
Clay lumps and friable particles	1.0% maximum	ASTM C142
Coal and lignite	0.5% using a medium with a density of Sp. Gr. of 2.0	ASTM C123
Total Deleterious Material	1.0% maximum	

c. Coarse aggregate. The maximum size coarse aggregate shall be 1-1/2 inches.

Aggregates delivered to the mixer shall be clean, hard, uncoated aggregates consisting of crushed stone, crushed or uncrushed gravel, air-cooled iron blast furnace slag, crushed recycled concrete pavement, or a combination. Aggregates shall have no known history of detrimental pavement staining. Steel blast furnace slag shall not be permitted. Coarse aggregate material requirements and deleterious limits are shown in the table below; washing may be required to meet aggregate requirements.

Coarse Aggregate Material Requirements

Material Test	Requirement	Standard
Resistance to Degradation	Loss: 40% maximum	ASTM C131
Soundness of Aggregates by Use of Sodium Sulfate **or** Magnesium Sulfate	Loss after 5 cycles: 12% maximum using Sodium sulfate - or - 18% maximum using magnesium sulfate	ASTM C88
Flat, Elongated, or Flat and Elongated Particles	8% maximum, by weight, of flat, elongated, or flat and elongated particles at 5:1 for any size group coarser than 3/8 sieve[1]	ASTM D4791
Bulk density of slag [2]	Weigh not less than 70 pounds per cubic foot	ASTM C29
D-cracking (Freeze-Thaw)[3]	Durability factor ≥ 95	ASTM C666

[1] A flat particle is one having a ratio of width to thickness greater than five; an elongated particle is one having a ratio of length to width greater than five.

[2] Only required if slag is specified.

[3] Coarse aggregate may only be accepted from sources that have a 20-year service history for the same gradation to be supplied with no history of D-Cracking. Aggregates that do not have a 20-year record of service free from major repairs (less than 5 percent of slabs replaced) in similar conditions without D-cracking shall not be used unless the material currently being produced has a durability factor greater than or equal to 95 per ASTM C666. Contractor shall submit a current certification and test results to verify the aggregate acceptability. Test results will only be accepted from a State Department of Transportation (DOT) materials laboratory or an accredited laboratory. Certification and test results which are not dated, or which are over one year old, or which are for different gradations will not be accepted.

The amount of deleterious material in the coarse aggregate shall not exceed the following limits:

Limits for Deleterious Substances in Coarse Aggregate

Deleterious material	ASTM	Percentage by Mass
Clay Lumps and friable particles	ASTM C142	1.0
Material finer than No. 200 sieve (75 µm)	ASTM C117	1.0[1]
Lightweight particles	ASTM C123 using a medium with a density of Sp. Gr. of 2.0	0.5
Chert[2] (less than 2.40 Sp Gr.)	ASTM C123 using a medium with a density of Sp. Gr. of 2.40)	1.0[3]
Total of all deleterious Material		3.0[1]

[1] Limit for material finer than 75-µm is allowed to be increased to 1.5 percent for crushed aggregates consisting of dust of fracture that is essentially free from clay or shale. Test results supporting acceptance of increasing limit to 1.5% with statement indicating material is dust of fracture must be submitted with Concrete mix. Acceptable techniques to characterizing these fines include methylene blue adsorption or X-ray diffraction analysis. Total of all deleterious materials increases up to 3.5 percent.

[2] Chert and aggregates with less than 2.4 specific gravity.

[3] Limit for chert may be limited to 0.1 percent by mass in areas subject to severe freeze and thaw.

d. Combined aggregate gradation. This specification is targeted for a combined aggregate gradation developed following the guidance presented in United States Air Force Engineering Technical Letter (ETL) 97-5: Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements. Base the

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aggregate grading upon a combination of all the aggregates (coarse and fine) to be used for the mixture proportioning. Three aggregate sizes may be required to achieve an optimized combined gradation that will produce a workable concrete mixture for its intended use. Use aggregate gradations that produce concrete mixtures with well-graded or optimized aggregate combinations. Contractor shall submit complete mixture information necessary to calculate the volumetric components of the mixture. Combined aggregate grading shall meet the following requirements:

(1) Materials selected and the proportions used shall be such that when the Coarseness Factor (CF) and the Workability Factor (WF) are plotted on a diagram as described in Paragraph 501-2.1d(4) below, the point thus determined shall fall within the parallelogram described therein.

(2) CF shall be determined from the following equation:

CF = (cumulative percent retained on the 3/8-inch sieve) (100) / (cumulative percent retained on the No. 8 sieve)

(3) WF is defined as the percent passing the No. 8 sieve based on the combined gradation. However, WF shall be adjusted, upwards only, by 2.5 percentage points for each 94 pounds of cementitious material per cubic meter yard greater than 564 pounds per cubic yard.

(4) A diagram shall be plotted using a rectangular scale with WF on the Y-axis with units from 20 (bottom) to 45 (top), and with CF on the X-axis with units from 80 (left side) to 30 (right side). On this diagram a parallelogram shall be plotted with corners at the following coordinates (CF-75, WF-28), (CF-75, WF-40), (CF-45, WF-32.5), and (CF-45, WF-44.5). If the point determined by the intersection of the computed CF and WF does not fall within the above parallelogram, the grading of each size of aggregate used and the proportions selected shall be changed, as necessary. The point determined by the plotting of the CF and WF may be adjusted during production ±3 WF and ±5 CF. Adjustments to gradation may not take the point outside of the parallelogram.

e. Contractors combined aggregate gradation. Contractor shall submit their combined aggregate gradation using the following format:

Contractor's Combined Aggregate Gradation

Sieve Size	Contractor's Concrete mix Gradation (Percent passing by weight)
2 inches	*
1-1/2 inch	*
1 inch	*
3/4 inch	*
1/2 inch	*
3/8 inch	*
No. 4	*
No. 8	*
No. 16	*
No. 30	*
No. 50	*
No. 100	*

501-2.2 Cement. ASTM C150, Portland Cement, Types I or II, or ASTM C595, Portland-Limestone Cement, Type IL. ~~Cement shall conform to requirements of ASTM C150 Type II~~.

501-2.3 Cementitious materials.

a. Fly ash. Fly ash shall meet requirements of ASTM C618, with the exception of loss of ignition, where maximum shall be less than 6 percent. Fly ash shall have a Calcium Oxide (CaO) content of less than 15 percent and total alkali content less than 3 percent per ASTM C311. Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in concrete mix and

furnish each additional report as they become available during the project. Reports can be used for acceptance or the material may be tested independently by Resident Project Representative (RPR).

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or 120. Slag cement shall be used only at a 25 to 55 percent rate of total cementitious material by mass.

c. Raw or calcined natural pozzolan. Natural pozzolan shall be raw or calcined and conform to ASTM C618, Class N, including the optional requirements for uniformity and effectiveness in controlling Alkali-Silica reaction and shall have a loss on ignition not exceeding 6 percent. Class N pozzolan for use in mitigating Alkali-Silica Reactivity shall have a total available alkali content less than 3 percent.

d. Ultrafine fly ash and ultrafine pozzolan. UltraFine Fly Ash (UFFA) and UltraFine Pozzolan (UFP) shall conform to ASTM C618, Class F or N, and the following additional requirements:

(1) Strength activity index at 28 days of age shall be at least 95 percent of the control specimens.

(2) Average particle size shall not exceed 6 microns.

501-2.4 Joint seal. Joint seal for the joints in the concrete pavement shall meet requirements of Item P-605 and shall be of the type specified in the plans.

501-2.5 Isolation joint filler. Premolded joint filler for isolation joints shall conform to the requirements of ASTM D1751 or D1752 and shall be where shown on the Plans. Filler for each joint shall be furnished in a single piece for the full depth and width required for the joint, unless otherwise specified by RPR. When the use of more than one piece is required for a joint, the abutting ends shall be fastened securely and held accurately to shape by stapling or other positive fastening means satisfactory to RPR.

501-2.6 Steel reinforcement. Reinforcing shall consist of deformed carbon-steel bars conforming to requirements of ASTM 615 Grade 60.

501-2.7 Dowel and tie bars. Dowel bars shall be plain steel bars conforming to ASTM A615 and free from burring or other deformation restricting slippage in the concrete.

a. Dowel Bars. Before delivery to construction site, each dowel bar shall be epoxy coated per ASTM A1078, Type 1, with a coating thickness after curing greater than 10 mils. Patched ends are not required for Type 1 coated dowels. Dowels shall be coated with a bond-breaker recommended by the manufacturer. Dowel sleeves or inserts are not permitted. Grout retention rings shall be fully circular metal or plastic devices capable of supporting the dowel until the grout hardens.

b. Tie Bars. Tie bars shall be deformed steel bars and conform to requirements of ASTM A615. Tie bars designated as Grade 60 in ASTM A615 or A706 shall be used for construction requiring bent bars.

501-2.8 Water. Water used in mixing or curing shall be potable. If water is taken from other sources considered non-potable, it shall meet requirements of ASTM C1602.

501-2.9 Material for curing concrete. Curing materials shall conform to one of the following specifications:

a. Liquid membrane-forming compounds for curing concrete shall conform to requirements of ASTM C309, Type 2, Class A, or Class B.

b. White polyethylene film for curing concrete shall conform to the requirements of ASTM C171.

c. White burlap-polyethylene sheeting for curing concrete shall conform to requirements of ASTM C171.

d. Waterproof paper for curing concrete shall conform to requirements of ASTM C171.

501-2.10 Admixtures. Admixtures shall conform to the following specifications:

a. Air-entraining admixtures. Air-entraining admixtures shall meet requirements of ASTM C260 and consistently entrain the air content in the specified ranges under field conditions. Air-entraining agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet requirements of ASTM C494, Type A, B, or D.

c. Other admixtures. Using set-retarding and -accelerating admixtures shall be approved by RPR prior to developing the concrete mix. Retarding admixtures shall meet requirements of ASTM C494, Type A, B, or D and set-accelerating admixtures shall meet requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

d. Lithium Nitrate. Lithium admixture shall be a nominal 30 percent aqueous solution of Lithium Nitrate, with a density of 10 pounds/gallon, and have the approximate chemical form as shown here:

Lithium Admixture

Constituent	Limit (Percent by Mass)
LiNO3 (Lithium Nitrate)	30 ±0.5
SO4 (Sulfate Ion)	0.1 (max)
Cl (Chloride Ion)	0.2 (max)
Na (Sodium Ion)	0.1 (max)
K (Potassium Ion)	0.1 (max)

Lithium nitrate admixture dispensing and mixing operations shall be verified and certified by the lithium manufacturer's representative.

501-2.11 Epoxy-resin. All epoxy-resin materials shall be two-component materials conforming to requirements of ASTM C881, Class as appropriate for each application temperature to be encountered, except that in addition, materials shall meet the following requirements:

a. Material for use for embedding dowels and anchor bolts shall be Type IV, Grade 3.

b. Material for use as patching materials for complete filling of spalls and other voids and for use in preparing epoxy resin mortar shall be Type III, Grade as approved.

c. Material for use for injecting cracks shall be Type IV, Grade 1.

d. Material for bonding freshly mixed Portland cement concrete or mortar or freshly mixed epoxy resin concrete or mortar to hardened concrete shall be Type V, Grade as approved.

501-2.12 Bond Breaker. Fabric shall meet the requirements of AASHTO M288 Class 1 woven fabric with elongation less than 50 percent at the specified strengths. A Certification of Compliance (COC) shall be provided by the Fabric Manufacturer that the material may be used as a bond breaker.

CONCRETE MIX

501-3.1. General. No concrete shall be placed until an acceptable concrete mix has been submitted to RPR for review and RPR has taken appropriate action. RPR review shall not relieve Contractor of the responsibility to select and proportion the materials to comply with this Section.

501-3.2 Concrete Mix Laboratory. Laboratory used to develop concrete mix shall be accredited in accordance with ASTM C1077. Laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for developing the concrete mix must be included in the lab

accreditation. A copy of the laboratory's current accreditation and accredited test methods shall be submitted to RPR prior to start of construction.

501-3.3 Concrete Mix Proportions. Develop mix using the procedures contained in Portland Cement Association (PCA) publication, "Design and Control of Concrete Mixtures." Concrete shall be proportioned to achieve a 28-day flexural strength that meets or exceeds acceptance criteria contained in Paragraph 501-6.6 for a flexural strength of 650 psi per ASTM C78.

Minimum cementitious material shall be adequate to ensure a workable, durable mix. Minimum cementitious material (cement plus fly ash, or slag cement) shall be 470 pounds per cubic yard. Ratio of water to cementitious material, including free surface moisture on the aggregates but not including moisture absorbed by aggregates, shall be 0.38-0.45 by weight.

Flexural strength test specimens shall be prepared in accordance with ASTM C192 and tested in accordance with ASTM C78. At the start of the project, Contractor shall determine an allowable slump as determined by ASTM C143 not to exceed 2 inches for slip-form placement. For fixed-form placement, the slump shall not exceed 3 inches. For hand placement, the slump shall not exceed 4 inches.

Results of the concrete mix shall include a statement giving the maximum nominal coarse aggregate size and the weights and volumes of each ingredient proportioned on a 1 cubic yard basis. Aggregate quantities shall be based on the mass in a saturated surface dry condition.

If a change in source(s) is made, or admixtures added or deleted from the mix, a new concrete mix must be submitted to RPR for approval.

RPR may request samples at any time for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable Specifications.

501-3.4 Concrete Mix submittal. Concrete mix shall be submitted to RPR at least 30 days prior to the start of operations. Submitted concrete mix shall not be more than 180 days old and must use the materials to be used for production for the project. Production shall not begin until the concrete mix is approved in writing by RPR.

Each of submitted concrete mix (i.e, slip form, side form machine finish and side form hand finish) shall be stamped or sealed by the responsible Professional Engineer of the laboratory and shall include the following items and quantities as a minimum:

- Certified material test reports for aggregate in accordance with Paragraph 501-2.1. Certified reports must include all tests required; reporting each test, test method, test result, and requirement specified (criteria).
- Combined aggregate gradations and analysis, including plots of fine aggregate fineness modulus.
- Reactivity Test Results.
- Coarse aggregate quality test results, including deleterious materials.
- Fine aggregate quality test results, including deleterious materials.
- Mill certificates for cement and supplemental cementitious materials.
- Certified test results for all admixtures, including Lithium Nitrate if applicable.
- Specified flexural strength, slump, and air content.
- Recommended proportions/volumes for proposed mixture and trial water-cementitious materials ratio, including actual slump and air content.
- Flexural and compressive strength summaries and plots, including all individual beam and cylinder breaks.
- Correlation ratios for acceptance testing and Contractor QC testing, when applicable.
- Historical record of test results documenting production standard deviation, when applicable.

501-3.5 Cementitious materials.

a. Fly ash. When fly ash is used as a partial replacement for cement, replacement rate shall be determined from laboratory trial mixes and be 20 to 30 percent by weight of the total cementitious material. If fly ash is used in conjunction with slag cement the maximum replacement rate shall not exceed 10 percent by weight of total cementitious material.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement may be used. Slag cement, or slag cement plus fly ash if both are used, may constitute 25 to 55 percent of total cementitious material by weight.

c. Raw or calcined natural pozzolan. Natural pozzolan may be used in concrete mix. When pozzolan is used as a partial replacement for cement, replacement rate shall be determined from laboratory trial mixes and shall be 20 to 30 percent by weight of the total cementitious material. If pozzolan is used in conjunction with slag cement the maximum replacement rate shall not exceed 10 percent by weight of total cementitious material.

d. Ultrafine fly ash (UFFA) and ultrafine pozzolan (UFP). UFFA and UFP may be used in the concrete mix with RPR's approval. When UFFA and UFP is used as a partial replacement for cement, replacement rate shall be determined from laboratory trial mixes and be 7 to 16 percent by weight of total cementitious material.

501-3.6 Admixtures.

a. Air-entraining admixtures. Air-entraining admixture are to be added in such a manner that will ensure uniform distribution of the agent throughout the batch. Air content of freshly mixed air-entrained concrete shall be based upon trial mixes with the materials to be used in the work adjusted to produce concrete of the required plasticity and workability. Percentage of air in the mix shall be 4.5. Air content shall be determined by testing in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag and other highly porous coarse aggregate.

b. Water-reducing admixtures. Water-reducing admixtures shall be added to the mix in the manner recommended by the manufacturer and in the amount necessary to comply with the Specification requirements. Tests shall be conducted with the materials to be used in the work, in accordance with ASTM C494.

c. Other admixtures. Set controlling and other approved admixtures shall be added to the mix as recommended by manufacturer and amount necessary to comply with Specification requirements. Tests shall be conducted with the materials to be used in the Work, in accordance with ASTM C494.

d. Lithium nitrate. Lithium nitrate shall be added to the mix as recommended by manufacturer and in amount necessary to comply with Specification requirements in accordance with Paragraph 501-2.10d.

CONSTRUCTION METHODS

501-4.1 Control Strip. Control strip(s) shall be to the next planned joint after the initial 250 feet of each type of pavement construction (slip-form pilot lane, slip-form fill-in lane, or fixed form). Contractor shall demonstrate, in RPR presence, that materials, concrete mix, equipment, construction processes, and quality control processes meet specification requirements. Concrete mixture shall be extruded from paver meeting edge slump tolerance and with little or no finishing. Pilot, fill-in, and fixed-form control strips will be accepted separately. Minor adjustments to the mix design may be required to place an acceptable control strip. Production mix will be the adjusted mix design used to place the acceptable control strip. Upon acceptance of control strip by RPR, Contractor must use the same equipment, materials, and construction methods for the remainder of concrete paving. Any adjustments to processes or materials must be approved in advance by RPR. Acceptable control strip shall be paid for in accordance with Paragraph 501-6.6.

501-4.2 Equipment. Contractor is responsible for the proper operation and maintenance of all equipment necessary for handling materials and performing all parts of the Work to meet this Specification.

a. Plant and equipment. Plant and mixing equipment shall conform to the requirements of ASTM C94/C685. Each truck mixer shall have attached in a prominent place a manufacturer's nameplate showing the capacity of the drum in terms of volume of mixed concrete and the speed of rotation of the mixing drum or blades. Truck mixers shall be examined daily for changes in condition due to accumulation of hard concrete or mortar or wear of blades. Pickup and throwover blades shall be replaced when they have worn down 3/4-inch or more. Contractor shall have a copy of manufacturer's design on hand showing dimensions and arrangement of blades in reference to original height and depth.

Equipment for transferring and spreading concrete from the transporting equipment to the paving lane in front of the finishing equipment shall be provided. Equipment shall be specially manufactured, self-propelled transfer equipment which will accept the concrete outside the paving lane and will spread it evenly across the paving lane in front of the paver and strike off the surface evenly to a depth which permits the paver to operate efficiently.

b. Finishing equipment.

(1) Slip-form. Standard method of constructing concrete pavements shall be with an approved slip-form paving equipment designed and operated to spread, consolidate, screed, and finish the freshly placed concrete in one complete pass of the machine so end result is a dense and homogeneous pavement which is achieved with a minimum of hand finishing. Paver-finisher shall be a heavy duty, self-propelled machine designed specifically for paving and finishing high quality concrete pavements.

(2) Fixed-form. On projects requiring less than 10,000 cubic yards of concrete pavement or irregular areas at locations inaccessible to slip-form paving equipment, concrete pavement may be placed with equipment specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by RPR. Hand screeding and float finishing may only be used on small irregular areas as allowed by RPR.

c. Vibrators. Vibrator shall be the internal type. Rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation or voids. Number, spacing, and frequency shall be as necessary to provide a dense and homogeneous pavement and meet the recommendations of American Concrete Institute (ACI) 309R, Guide for Consolidation of Concrete. Adequate power to operate all vibrators shall be available on the paver. Vibrators shall be automatically controlled so they shall be stopped as forward motion ceases. Contractor shall provide an electronic or mechanical means to monitor vibrator status. Checks on vibrator status shall occur a minimum of two times per day or as RPR requests.

Handheld vibrators may only be used in irregular areas and shall meet the recommendations of ACI 309R, Guide for Consolidation of Concrete.

d. Concrete saws. Contractor shall provide sawing equipment adequate in number of units and power to complete the sawing to the required dimensions. Contractor shall provide at least one standby saw in good working order and a supply of saw blades at the site of the work at all times during sawing operations.

e. Fixed forms. Straight side fixed forms shall be made of steel and shall be furnished in Sections not less than 10 feet in length. Forms shall be provided with adequate devices for secure settings so that when in place they will withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms with battered top surfaces and bent, twisted or broken forms shall not be used. Built-up forms shall not be used, except as approved by RPR. Top face of the form shall not vary from a true plane more than 1/8-inch in 10 feet, and the upstanding leg shall not vary more than 1/4-inch. Forms shall contain provisions for locking the ends of abutting sections together tightly for secure setting. Wood forms may be used under special conditions, when approved by RPR. Forms shall extend the full depth of the pavement section.

501-4.3 Form setting. Forms shall be set to line and grade as shown on the plans, sufficiently in advance of the concrete placement, to ensure continuous paving operation. Forms shall be set to withstand, without visible spring or settlement, the impact and vibration of the consolidating and finishing equipment. Forms shall be cleaned and oiled prior to the concrete placement.

501-4.4 Base surface preparation prior to placement. Any damage to the prepared base, subbase, and subgrade shall be corrected full depth by Contractor prior to concrete placement. Underlying surface shall be entirely free of frost when concrete is placed. Prepared grade shall be moistened with water, without saturating, immediately ahead of concrete placement to prevent rapid loss of moisture from concrete. Bond breaker shall be applied in accordance with 501-2.12.

501-4.5 Handling, measuring, and batching material. Aggregate stockpiles shall be constructed and managed in such a manner that prevents segregation and intermixing of deleterious materials. Aggregates from different sources shall be stockpiled, weighed, and batched separately at concrete batch plant. Aggregates that become segregated or mixed with earth or foreign material shall not be used. All aggregates produced or handled by hydraulic methods, and washed aggregates, shall be stockpiled or binned for draining at least 12 hours before batching. Store and maintain all aggregates at a uniform moisture content prior to use. A continuous supply of materials shall be provided to work to ensure continuous placement.

501-4.6 Mixing concrete. Concrete may be mixed at the work site, in a central mix plant or in truck mixers. Mixer shall be of an approved type and capacity. Mixing time shall be measured from the time all materials are placed into the drum until the drum is emptied into the truck. All concrete shall be mixed and delivered to the site in accordance with the requirements of ASTM C94 or C685.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators, or non-agitating trucks. The elapsed time from the addition of cementitious material to the mix until the concrete is discharged from the truck should not exceed 30 minutes when the concrete is hauled in non-agitating trucks, nor 90 minutes when the concrete is hauled in truck mixers or truck agitators. In no case shall the temperature of the concrete when placed exceed 90 degrees F. Retempering concrete by adding water or by other means will not be permitted. With transit mixers additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements provided the addition of water is performed within 45 minutes after the initial mixing operations and provided the water/cementitious ratio specified is not exceeded.

501-4.7 Weather Limitations on mixing and placing. No concrete shall be mixed, placed, or finished when the natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

a. Cold weather. Unless authorized in writing by RPR, mixing and concreting operations shall be discontinued when a descending air temperature in the shade and away from artificial heat reaches 40 degrees F and not resume until an ascending air temperature in the shade and away from artificial heat reaches 35 degrees F.

Aggregate shall be free of ice, snow, and frozen lumps before entering the mixer. Temperature of the mixed concrete shall not be less than 50 degrees F at the time of placement. Concrete shall not be placed on frozen material nor shall frozen aggregates be used in the concrete.

When concreting is authorized during cold weather, water/aggregates may be heated to not more than 150 degrees F. Apparatus used shall heat the mass uniformly and shall be arranged to preclude the possible occurrence of overheated areas which might be detrimental to the materials.

Curing during cold weather shall be in accordance with Paragraph 501-4.13d.

b. Hot weather. During periods of hot weather when the maximum daily air temperature exceeds 85 degrees F, the following precautions shall be taken:

Forms/underlying surface shall be sprinkled with water immediately before placing the concrete. Concrete shall be placed at the coolest temperature practicable, and in no case shall the temperature of

concrete when placed exceed 90 degrees F. Aggregates/mixing water shall be cooled as necessary to maintain the concrete temperature at or not more than the specified maximum.

Concrete placement shall be protected from exceeding an evaporation rate of 0.2 psf per hour. When conditions are such that problems with plastic cracking can be expected, and particularly if any plastic cracking begins to occur, Contractor shall immediately take such additional measures as necessary to protect the concrete surface. If Contractor's measures are not effective in preventing plastic cracking, paving operations shall be immediately stopped.

Curing during hot weather shall be in accordance with Paragraph 501-4.13e.

c. Temperature management program. Prior to the start of paving operation for each day of paving, Contractor shall provide RPR with a Temperature Management Program for concrete to be placed to assure that uncontrolled cracking is avoided. (Federal Highway Administration HIPERPAV 3 is one example of a temperature management program.) As a minimum, the program shall address the following items:

(1) Anticipated tensile strains in fresh concrete as related to heating and cooling concrete material.

(2) Anticipated weather conditions (ambient temperatures, wind velocity, relative humidity, etc.) and anticipated evaporation rate using Figure 19-9, PCA, Design and Control of Concrete Mixtures.

(3) Anticipated timing of initial sawing of joint.

(4) Anticipated number and type of saws to be used.

d. Rain. Contractor shall have available materials for the protection of the concrete during inclement weather. Such protective materials shall consist of rolled polyethylene sheeting at least 4 mils thick of sufficient length and width to cover the plastic concrete slab and any edges. Sheeting may be mounted on either the paver or a separate movable bridge from which it can be unrolled without dragging over the plastic concrete surface. When rain appears imminent, all paving operations shall stop and all available personnel shall begin covering the surface of the unhardened concrete with the protective covering.

501-4.8 Concrete Placement. At any point in concrete conveyance, the free vertical drop of the concrete from one point to another or to the underlying surface shall not exceed 3 feet. Finished concrete product must be dense and homogeneous, without segregation and conforming to the standards in this Specification. Backhoes and grading equipment shall not be used to distribute the concrete in front of the paver. Front end loaders will not be used. All concrete shall be consolidated without voids or segregation, including under and around all load-transfer devices, joint assembly units, and other features embedded in the pavement. Hauling equipment or other mechanical equipment can be permitted on adjoining previously constructed pavement when concrete strength reaches a flexural strength of 550 psi, based on the average of four field cured specimens per 2,000 cubic yards of concrete placed. Contractor must determine that minimum strengths are adequate to protection the pavement from overloads due to the construction equipment proposed for the project.

Contractor shall have available materials for the protection of the concrete during cold, hot, and/or inclement weather in accordance with Paragraph 501-4.7.

a. Slip-form construction. Concrete shall be distributed uniformly into final position by a self-propelled slip-form paver without delay. Alignment and elevation of the paver shall be regulated from outside reference lines established for this purpose. Paver shall vibrate the concrete for the full width and depth of the strip of pavement being placed and the vibration shall be adequate to provide a consistency of concrete that will stand normal to the surface with sharp well-defined edges. Sliding forms shall be rigidly held together laterally to prevent spreading of forms. Plastic concrete shall be effectively consolidated by internal vibration with transverse vibrating units for the full width of the pavement and/or a series of equally placed longitudinal vibrating units. Space from the outer edge of the pavement to longitudinal unit shall not exceed 9 inches for slipform and at the end of the dowels for the fill-in lanes. Spacing of internal units shall be uniform and shall not exceed 18 inches.

"Internal vibration" means vibrating units located within the specified thickness of pavement section.

Rate of vibration of each vibrating unit shall be sufficient to consolidate pavement without segregation, voids, or vibrator trails and the amplitude of vibration shall be sufficient to be perceptible on the surface of the concrete along the entire length of the vibrating unit and for a distance of at least 1-foot. Frequency of vibration or amplitude should be adjusted proportionately with the rate of travel to result in a uniform density and air content. Paving machine shall be equipped with a tachometer or other suitable device for measuring and indicating the actual frequency of vibrations.

Concrete shall be held at a uniform consistency. Slip-form paver shall be operated with as nearly a continuous forward movement as possible and all operations of mixing, delivering, and spreading concrete shall be coordinated to provide uniform progress with stopping and starting of the paver held to a minimum. If for any reason, it is necessary to stop the forward movement of the paver, the vibratory and tamping elements shall also be stopped immediately. No tractive force shall be applied to the machine, except that controlled from the machine.

When concrete is placed adjacent to an existing pavement, that part of the equipment which is supported on the existing pavement shall be equipped with protective pads on crawler tracks or rubber-tired wheels on which the bearing surface is offset to run a sufficient distance from edge of pavement to avoid breaking the pavement edge.

Not more than 15 percent of the total free edge of each 500-foot segment of pavement, or fraction thereof, shall have an edge slump exceeding 1/4-inch, and none of the free edge of the pavement shall have an edge slump exceeding 3/8-inch. (Total free edge of 500 feet of pavement will be considered the cumulative total linear measurement of pavement edge originally constructed as nonadjacent to any existing pavement; that is, 500 feet of paving lane originally constructed as a separate lane will have 1,000 feet of free edge, 500 feet of fill-in lane will have no free edge, etc.). The area affected by the downward movement of the concrete along the pavement edge shall be limited to not more than 18 inches from the edge.

When excessive edge slump cannot be corrected before the concrete has hardened, the area with excessive edge slump will be removed the full width of the slip form lane and replaced at the expense of Contractor as directed by RPR.

b. Fixed-form construction. Forms shall be drilled in advance of being placed to line and grade to accommodate tie bars/dowel bars where these are specified.

Immediately in advance of placing concrete and after all subbase operations are completed, side forms shall be trued and maintained to required line and grade for a distance sufficient to prevent delay in placing.

Side forms shall remain in place at least 12 hours after the concrete has been placed, and in all cases until the edge of the pavement no longer requires the protection of the forms. Curing compound shall be applied to the concrete immediately after the forms have been removed.

Side forms shall be thoroughly cleaned and coated with a release agent each time they are used and before concrete is placed against them.

Concrete shall be spread, screed, shaped and consolidated by one or more self-propelled machines. These machines shall uniformly distribute and consolidate concrete without segregation so that the completed pavement will conform to the required cross-section with a minimum of handwork.

Number and capacity of machines furnished shall be adequate to perform the work required at a rate equal to that of concrete delivery. Equipment must be specifically designed for placement and finishing using stationary side forms. Methods and equipment shall be reviewed and accepted by RPR.

Concrete for the full paving width shall be effectively consolidated by internal vibrators. Rate of vibration of each vibrating unit shall be sufficient to consolidate the pavement without segregation, voids, or leaving vibrator trails.

Power to vibrators shall be connected so that vibration ceases when forward or backward motion of the machine is stopped.

c. Consolidation. Concrete shall be consolidated with the specified type of lane-spanning, gang-mounted, mechanical, immersion type vibrating equipment mounted in front of the paver, supplemented, in rare instances as specified, by hand-operated vibrators. The vibrators shall be inserted into the concrete to a depth that will provide the best full-depth consolidation but not closer to the underlying material than 2 inches. Vibrators shall not be used to transport or spread the concrete. For each paving train, at least one additional vibrator spud, or sufficient parts for rapid replacement and repair of vibrators shall be maintained at the paving site at all times. Any evidence of inadequate consolidation (honeycomb along the edges, large air pockets, or any other evidence) or over-consolidation (vibrator trails, segregation, or any other evidence) shall require the immediate stopping of the paving operation and adjustment of the equipment or procedures as approved by RPR.

If a lack of consolidation of the hardened concrete is suspected by RPR, referee testing may be required. Referee testing of hardened concrete will be performed by RPR by cutting cores from the finished pavement after a minimum of 24 hours curing. RPR shall visually examine the cores for evidence of lack of consolidation. Density determinations will be made by RPR based on the water content of the core as taken. ASTM C642 shall be used for the determination of core density in the saturated-surface dry condition. When required, referee cores will be taken at the minimum rate of one for each 500 cubic yards of pavement, or fraction. Contractor shall be responsible for all referee testing cost if they fail to meet the required density.

The average density of the cores shall be at least 97 percent of the original concrete mix density, with no cores having a density of less than 96 percent of the original concrete mix density. Failure to meet the referee tests will be considered evidence that the minimum requirements for vibration are inadequate for the job conditions. Additional vibrating units or other means of increasing the effect of vibration shall be employed so that the density of the hardened concrete conforms to the above requirements.

501-4.9 Strike-off of concrete and placement of reinforcement. Following the placing of the concrete, it shall be struck off to conform to the cross-section shown on the plans and to an elevation that when the concrete is properly consolidated and finished, the surface of the pavement shall be at the elevation shown on the Plans. When reinforced concrete pavement is placed in two layers, the bottom layer shall be struck off to such length and depth that the sheet of reinforcing steel fabric or bar mat may be laid full length on the concrete in its final position without further manipulation. Reinforcement shall then be placed directly upon the concrete, after which the top layer of the concrete shall be placed, struck off, and screed. If any portion of the bottom layer of concrete has been placed more than 30 minutes without being covered with the top layer or if initial set has taken place, it shall be removed and replaced with freshly mixed concrete at Contractor's expense. When reinforced concrete is placed in one layer, the reinforcement may be positioned in advance of concrete placement, or it may be placed in plastic concrete by mechanical or vibratory means after spreading.

Reinforcing steel, at the time concrete is placed, shall be free of mud, oil, or other organic matter that may adversely affect or reduce bond. Reinforcing steel with rust, mill scale or a combination of both will be considered satisfactory, provided the minimum dimensions, weight, and tensile properties of a hand wire-brushed test specimen are not less than the applicable ASTM specification requirements.

501-4.10 Joints. Joints shall be constructed as shown on the Plans and in accordance with these requirements. All joints shall be constructed with their faces perpendicular to the surface of the pavement and finished or edged as shown on the plans. Joints shall not vary more than 1/2-inch from their designated position and shall be true to line with not more than ¼ inch variation in 10 feet. Surface across the joints shall be tested with a 12-foot straightedge as the joints are finished and any irregularities in excess of 1/4-inch shall be corrected before the concrete has hardened. All joints shall be so prepared, finished, or cut to provide a groove of uniform width and depth as shown on the Plans.

a. Construction. Longitudinal construction joints shall be slip-formed or formed against side forms as shown in the Plans.

Transverse construction joints shall be installed at the end of each day's placing operations and at any other points within a paving lane when concrete placement is interrupted for more than 30 minutes, or it appears that the concrete will obtain its initial set before fresh concrete arrives. Installation of the joint shall be located at a planned contraction or expansion joint. If placing of the concrete is stopped, Contractor shall remove the excess concrete back to the previous planned joint.

b. Contraction. Contraction joints shall be installed at the locations and spacing as shown on the Plans. Contraction joints shall be installed to the dimensions required by forming a groove or cleft in the top of the slab while the concrete is still plastic or by sawing a groove into the concrete surface after the concrete has hardened. When the groove is formed in plastic concrete the sides of the grooves shall be finished even and smooth with an edging tool. If an insert material is used, the installation and edge finish shall be according to the manufacturer's instructions. Groove shall be finished or cut clean so that spalling will be avoided at intersections with other joints. Grooving or sawing shall produce a slot at least 1/8-inch-wide and to the depth shown on the Plans.

c. Isolation (expansion). Isolation joints shall be installed as shown on the plans. Premolded filler of the thickness as shown on the plans, shall extend for the full depth and width of the slab at the joint. Filler shall be fastened uniformly along the hardened joint face with no buckling or debris between the filler and the concrete interface, including a temporary filler for the sealant reservoir at the top of the slab. Edges of the joint shall be finished and tooled while the concrete is still plastic.

d. Dowels and Tie Bars for Joints

(1) Tie bars. Tie bars shall consist of deformed bars installed in joints as shown on the plans. Tie bars shall be placed at right angles to the centerline of the concrete slab and shall be spaced at intervals shown on the Plans. They shall be held in position parallel to the pavement surface and in the middle of the slab depth and within the tolerances in Paragraph 501-4.10(f.). When tie bars extend into an unpaved lane, they may be bent against the form at longitudinal construction joints, unless threaded bolt or other assembled tie bars are specified. Tie bars shall not be painted, greased, or enclosed in sleeves. When slip-form operations call for tie bars, two-piece hook bolts can be installed.

(2) Dowel bars. Dowel bars shall be placed across joints in the proper horizontal and vertical alignment as shown on the Plans. Dowels shall be coated with a bond-breaker or other lubricant recommended by the manufacturer and approved by RPR. Dowels bars at longitudinal construction joints shall be bonded in drilled holes.

(3) Placing dowels and tie bars. Horizontal spacing of dowels shall be within a tolerance of ±3/4-inch. Vertical location on the face of the slab shall be within a tolerance of ±1/2-inch. Method used to install dowels shall ensure that the horizontal and vertical alignment will not be greater than 1/4-inch per feet, except for those across the crown or other grade change joints. Dowels across crowns and other joints at grade changes shall be measured to a level surface. Horizontal alignment shall be checked perpendicular to the joint edge. Portion of each dowel intended to move within the concrete or expansion cap shall be wiped clean and coated with a thin, even film of lubricating oil or light grease before the concrete is placed. Dowels shall be installed as specified in the following subparagraphs.

(a) Contraction joints. Dowels and tie bars in longitudinal and transverse contraction joints within the paving lane shall be held securely in place by means of rigid metal frames or basket assemblies of an approved type. Basket assemblies shall be held securely in the proper location by means of suitable pins or anchors. Do not cut or crimp the dowel basket tie wires.

At Contractor option, dowels and tie bars in contraction joints may be installed by insertion into the plastic concrete using approved equipment and procedures per the paver manufacturer's design. Approval of installation methods will be based on the results of the control strip showing that the dowels and tie bars are installed within specified tolerances as verified by cores or non-destructive rebar location devices approved by RPR.

(b) Construction joints. Install dowels and tie bars by cast-in-place or drill-and-dowel method. Installation by removing and replacing in preformed holes will not be permitted. Dowels and tie bars shall be prepared and placed across joints where indicated, correctly aligned, and securely held in the proper horizontal and vertical position during placing and finishing operations, by means of devices fastened to the forms.

(c) Joints in hardened concrete. Install dowels in hardened concrete by bonding dowels into holes drilled into the concrete. Concrete shall have cured for seven days or reached a minimum flexural strength of 450 psi before drilling begins. Holes 1/8-inch greater in diameter than the dowels shall be drilled into the hardened concrete using rotary-core drills. Rotary-percussion drills may be used, provided that excessive spalling does not occur. Spalling beyond the limits of the grout retention ring will require modification of the equipment and operation. Depth of dowel hole shall be within a tolerance of ±1/2-inch of the dimension shown on the drawings. On completion of the drilling operation, the dowel hole shall be blown out with oil-free, compressed air. Dowels shall be bonded in the drilled holes using epoxy resin. Epoxy resin shall be injected at the back of the hole before installing the dowel and extruded to the collar during insertion of the dowel to completely fill the void around the dowel. Application by buttering the dowel will not be permitted. Dowels shall be held in alignment at the collar of the hole by means of a suitable metal or plastic grout retention ring fitted around the dowel.

e. Sawing of joints. Sawing shall commence, without regard to day or night, as soon as concrete hardens sufficiently to permit cutting without chipping, spalling, or tearing and before uncontrolled shrinkage cracking of pavement occurs and shall continue without interruption until all joints are sawn. All slurry and debris produced in the sawing of joints shall be removed by vacuuming and washing. Curing compound or system shall be reapplied in the initial saw-cut and maintained for the remaining cure period.

Joints shall be cut in locations as shown on the plans. Initial joint cut shall be a minimum 1/8-inch-wide and to the depth shown on the Plans. Prior to placement of joint sealant or seals, the top of the joint shall be widened by sawing as shown on the Plans.

501-4.11 Finishing. Finishing operations shall be a continuing part of placing operations starting immediately behind the strike-off of the paver. Initial finishing shall be provided by the transverse screed or extrusion plate. Sequence of operations shall be transverse finishing, longitudinal machine floating if used, straightedge finishing, edging of joints, and then texturing. Finishing shall be by the machine method. Hand method shall be used only on isolated areas of odd slab widths or shapes and in the event of a breakdown of the mechanical finishing equipment. Supplemental hand finishing for machine-finished pavement shall be kept to an absolute minimum. Any machine finishing operation which requires appreciable hand finishing, other than a moderate amount of straightedge finishing, shall be immediately stopped and proper adjustments made or the equipment replaced. Equipment, mixture, and/or procedures which produce more than 1/4-inch of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Compensation shall be made for surging behind the screeds or extrusion plate and settlement during hardening and care shall be taken to ensure that paving and finishing machines are properly adjusted so that the finished surface of the concrete (not just cutting edges of screeds) will be at the required line and grade. Finishing equipment and tools shall be maintained clean and in an approved condition. At no time shall water be added to the surface of the slab with the finishing equipment or tools, or in any other way. Fog (mist) sprays or other surface-applied finishing aids specified to prevent plastic shrinkage cracking, approved by RPR, may be used in accordance with manufacturer requirements.

a. Machine finishing with slipform pavers. Slipform paver shall be operated so only a very minimum of additional finishing work is required to produce pavement surfaces and edges meeting the specified tolerances. Any equipment or procedure that fails to meet these specified requirements shall immediately be replaced or modified, as necessary. A self-propelled non-rotating pipe float may be used while the concrete is still plastic, to remove minor irregularities and score marks. Only one pass of the pipe float shall be allowed. Equipment, mixture, and/or procedures which produce more than 1/4-inch of mortar-rich surface shall be immediately modified as necessary to eliminate this condition or operations shall cease. Remove excessive slurry from the surface with a cutting straightedge and wipe off the edge. Any slurry which does run down the vertical edges shall be immediately removed by hand, using stiff brushes or scrapers. No slurry, concrete or concrete mortar shall be used to build up along the edges of the pavement to compensate for excessive edge slump, either while the concrete is plastic or after it hardens.

b. Machine finishing with fixed forms. Machine shall be designed to straddle the forms and shall be operated to screed and consolidate the concrete. Machines that cause displacement of the forms shall be replaced. Machine shall make only one pass over each area of pavement. If equipment and procedures do not produce a surface of uniform texture, true to grade, in one pass, the operation shall be immediately stopped and the equipment, mixture, and procedures adjusted, as necessary.

c. Other types of finishing equipment. Clary screeds, other rotating tube floats, or bridge deck finishers are not allowed on mainline paving but may be allowed on irregular or odd-shaped slabs, and near buildings or trench drains, subject to RPR's approval.

Bridge deck finishers shall have a minimum operating weight of 7,500 pounds and shall have a transversely operating carriage containing a knock-down auger and a minimum of two immersion vibrators. Vibrating screeds or pans shall be used only for isolated slabs where hand finishing is permitted as specified, and only where specifically approved.

d. Hand finishing. Hand finishing methods will not be permitted, except under the following conditions: (1) in the event of breakdown of the mechanical equipment, hand methods may be used to finish the concrete already deposited on the grade and (2) in areas of narrow widths or of irregular dimensions where operation of the mechanical equipment is impractical.

e. Straightedge testing and surface correction. After the pavement has been struck off and while the concrete is still plastic, it shall be tested for trueness with a 12-foot finishing straightedge swung from handles capable of spanning at least one-half the width of the slab. Straightedge shall be held in contact with the surface in successive positions parallel to the centerline and the whole area gone over from one side of the slab to the other, as necessary. Advancing shall be in successive stages of not more than one-half the length of the straightedge. Any excess water and laitance in excess of 1/8-inch thick shall be removed from the surface of the pavement and wasted. Any depressions shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets the smoothness requirements. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge and until the slab conforms to the required grade and cross-section. The use of long-handled wood floats shall be confined to a minimum; they may be used only in emergencies and in areas not accessible to finishing equipment.

501-4.12 Surface texture. Surface of the pavement shall be finished as designated for all newly constructed concrete pavements. It is important that the texturing equipment not tear or unduly roughen the pavement surface during the operation. Texture shall be uniform in appearance and approximately 1/16-inch in depth. Any imperfections resulting from the texturing operation shall be corrected to the satisfaction of RPR.

a. Brush or broom finish. Shall be applied when the water sheen has practically disappeared. Equipment shall operate transversely across the pavement surface.

b. Burlap drag finish. Burlap, at least 15 ounces per square yard, will typically produce acceptable texture. To obtain a textured surface, transverse threads of the burlap shall be removed approximately 1-foot from the trailing edge. A heavy buildup of grout on the burlap threads produces the desired wide sweeping longitudinal striations on the pavement surface.

c. Artificial turf finish. Shall be applied by dragging the surface of the pavement in the direction of concrete placement with an approved full-width drag made with artificial turf. Leading transverse edge of the artificial turf drag will be securely fastened to a lightweight pole on a traveling bridge. At least 2 feet of the artificial turf shall be in contact with the concrete surface during dragging operations. Approval of the artificial turf will be done only after it has been demonstrated by Contractor to provide a satisfactory texture. One type that has provided satisfactory texture consists of 7,200 approximately 0.85-inch-long polyethylene turf blades per square foot.

501-4.13 Curing. Immediately after finishing operations are completed and bleed water is gone from the surface, all exposed surfaces of the newly placed concrete shall be cured for a seven-day cure period in accordance with one of the methods below. Failure to provide sufficient cover material of whatever kind Contractor may elect to use, or lack of water to adequately take care of both curing and other requirements, shall be cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2-hour during the curing period.

When a two-saw-cut method is used to construct the contraction joint, the curing compound shall be applied to the saw-cut immediately after the initial cut has been made. Sealant reservoir shall not be sawed until after the curing period has been completed. When the one cut method is used to construct the contraction joint, the joint shall be cured with wet rope, wet rags, or wet blankets. Rags, ropes, or blankets shall be kept moist for the duration of the curing period.

a. Impervious membrane method. Curing with liquid membrane compounds should not occur until bleed and surface moisture has evaporated. All exposed surfaces of the pavement shall be sprayed uniformly with white pigmented curing compound immediately after the finishing of the surface and before the set of the concrete has taken place. Curing compound shall not be applied during rainfall. Curing compound shall be applied by mechanical sprayers under pressure at the rate of 1 gallon to not more than 150 square feet. Spraying equipment shall be of the fully atomizing type equipped with a tank agitator. At the time of use, the compound shall be in a thoroughly mixed condition with the pigment uniformly dispersed throughout the vehicle. During application, the compound shall be stirred continuously by mechanical means. Hand spraying of odd widths or shapes and concrete surfaces exposed by the removal of forms will be permitted. When hand spraying is approved by RPR, a double application rate shall be used to ensure coverage. Should the film become damaged from any cause, including sawing operations, within the required curing period, the damaged portions shall be repaired immediately with additional compound or other approved means. Upon removal of side forms, the sides of the exposed slabs shall be protected immediately to provide a curing treatment equal to that provided for the surface.

b. White burlap-polyethylene sheets. Surface of the pavement shall be entirely covered with sheeting. Sheeting used shall be such length (or width) that it will extend at least twice the thickness of the pavement beyond the edges of the slab. Sheeting shall be placed so that the entire surface and both edges of the slab are completely covered. Sheeting shall be placed and weighted to remain in contact with the surface covered, and covering shall be maintained fully saturated and in position for seven days after concrete has is placed.

c. Water method. Entire area shall be covered with burlap or other water absorbing material. Material shall be of sufficient thickness to retain water for adequate curing without excessive runoff. Material shall be kept wet at all times and maintained for seven days. When the forms are stripped, vertical walls shall also be kept moist. It shall be the responsibility of Contractor to prevent ponding of curing water on subbase.

d. Concrete protection for cold weather. Maintain concrete at a temperature of at least 50 degrees F for 72 hours after placing and at a temperature above freezing for the remainder of the seven-day curing period. Contractor shall be responsible for the quality and strength of the concrete placed during cold weather; and any concrete damaged shall be removed and replaced at Contractor expense.

e. Concrete protection for hot weather. Concrete should be continuous moisture cured for the entire curing period and shall commence as soon as the surfaces are finished and continue for at least 24 hours. However, if moisture curing is not practical beyond 24 hours, concrete surface shall be protected from drying with application of a liquid membrane-forming curing compound while the surfaces are still damp. Other curing methods may be approved by RPR.

501-4.14 Removing forms. Unless otherwise specified, forms shall not be removed from freshly placed concrete until it has hardened sufficiently to permit removal without chipping, spalling, or tearing. After the forms have been removed, the sides of the slab shall be cured in accordance with Paragraph 501-4.13.

If honeycombed areas are evident when the forms are removed, materials, placement, and consolidation methods must be reviewed, and appropriate adjustments made to assure adequate consolidation at edges of future concrete placements. Honeycombed areas that extend into the slab less than approximately 1 inch, shall be repaired with an approved grout, as directed by RPR. Honeycombed areas that extend into the slab greater than a depth of 1 inch shall be considered as defective work and shall be removed and replaced in accordance with Paragraph 501-4.19.

501-4.15 Saw-cut grooving. Not used.

501-4.16 Sealing joints. Joints in the pavement shall be sealed in accordance with Item P-605.

501-4.17 Protection of pavement. Contractor shall protect pavement and its appurtenances against both public traffic and traffic caused by Contractor's employees and agents until accepted by RPR. This shall include watchmen to direct traffic and the erection and maintenance of warning signs, lights, pavement bridges, crossovers, and protection of unsealed joints from intrusion of foreign material, etc. Any damage to pavement occurring prior to final acceptance shall be repaired or the pavement replaced at Contractor expense.

Aggregates, rubble, or other similar construction materials shall not be placed on airfield pavements. Traffic shall be excluded from the new pavement by erecting and maintaining barricades and signs until concrete is at least seven days old, or for a longer period if directed by RPR.

In paving intermediate lanes between newly paved pilot lanes, operation of the hauling and paving equipment will be permitted on the new pavement after the pavement has been cured for seven days, the joints are protected, the concrete has attained a minimum field cured flexural strength of 450 psi, and the slab edge is protected.

All new and existing pavement carrying construction traffic or equipment shall be kept clean and spillage of concrete and other materials shall be cleaned up immediately.

Damaged pavements shall be removed and replaced at Contractor expense. Slabs shall be removed to the full depth, width, and length of the slab.

501-4.18 Opening to construction traffic. Pavement shall not be opened to traffic until test specimens molded and cured in accordance with ASTM C31 have attained a flexural strength of 450 pounds per square inch when tested in accordance with ASTM C78. If such tests are not conducted, the pavement shall not be opened to traffic until 14 days after the concrete was placed. Prior to opening the pavement to construction traffic, all joints shall either be sealed or protected from damage to the joint edge and intrusion of foreign materials into the joint. As a minimum, backer rod or tape may be used to protect the joints from foreign matter intrusion.

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501-4.19 Repair, removal, or replacement of slabs. New pavement slabs that are broken or contain cracks or are otherwise defective or unacceptable as defined by acceptance criteria in Paragraph 501-6.6 shall be removed and replaced or repaired, as directed by RPR, at Contractor's expense. Spalls along joints shall be repaired as specified. Removal of partial slabs is not permitted. Removal and replacement shall be full depth, shall be full width of the slab, and the limit of removal shall be normal to the paving lane and to each original transverse joint. RPR will determine whether cracks extend full depth of the pavement and may require cores to be drilled on the crack to determine depth of cracking. Such cores shall have a diameter of 2 to 4 inches, drilled by Contractor, and filled by Contractor with a well consolidated concrete mixture bonded to the walls of the hole with a bonding agent, using approved procedures. Drilling of cores and refilling holes shall be at no expense to Owner. Repair of cracks as described in this section shall not be allowed if in the opinion of RPR the overall condition of the pavement indicates that such repair is unlikely to achieve an acceptable and durable finished pavement. No repair of cracks allowed in any panel that demonstrates segregated aggregate with an absence of coarse aggregate in the upper 1/8-inch of pavement surface.

a. Shrinkage cracks. Shrinkage cracks which do not exceed one-third of pavement depth shall be cleaned and either high molecular weight methacrylate (HMWM) applied; or epoxy resin (Type IV, Grade 1) pressure injected using procedures recommended by manufacturer and approved by RPR. Sandblasting of the surface may be required following the application of HMWM to restore skid resistance. Care shall be taken to ensure that the crack is not widened during epoxy resin injection. All epoxy resin injection shall take place in the presence of RPR. Shrinkage cracks which exceed one-third the pavement depth shall be treated as full depth cracks in accordance with Paragraphs 501-4.19b and 501-19c.

b. Slabs with cracks through interior areas. Interior area is defined as that area more than 6 inches from either adjacent original transverse joint. Full slab shall be removed and replaced at no cost to Owner, when there are any full depth cracks, or cracks greater than one-third the pavement depth, that extend into the interior area.

c. Cracks close to and parallel to joints. All full-depth cracks within 6 inches either side of the joint and essentially parallel to the original joints, shall be treated as follows.

(1) Full depth cracks and original joint not cracked. The full-depth crack shall be treated as the new joint and the original joint filled with an epoxy resin.

i. Full-depth crack. Joint sealant reservoir for the crack shall be formed by sawing to a depth of 3/4 inches ±1/16-inch, and to a width of 5/8-inch ±1/8-inch. Crack shall be sawed with equipment specially designed to follow random cracks. Any equipment or procedure which causes raveling or spalling along the crack shall be modified or replaced to prevent raveling or spalling. Joint shall be sealed with sealant in accordance with Item P-605 or as directed by RPR.

ii. Original joint. If original joint sealant reservoir has been sawed out, the reservoir and as much of the lower saw cut as possible shall be filled with epoxy resin, Type IV, Grade 2, thoroughly tooled into void using approved procedures.

If only original narrow saw cut has been made, it shall be cleaned and pressure injected with epoxy resin, Type IV, Grade 1, using approved procedures.

Where a parallel crack goes part way across paving lane and then intersects and follows the original joint which is cracked only for the remained of the width, it shall be treated as specified above for a parallel crack, and the cracked original joint shall be prepared and sealed as originally designed.

(2) Full depth cracks and original joint cracked. If there is any place in the lane width where a parallel crack and a cracked portion of the original joint overlap, the entire slab containing the crack shall be removed and replaced.

d. Removal and replacement of full slabs. Make a full depth cut perpendicular to the slab surface along all edges of the slab with a concrete saw cutting any dowels or tie-bars. Remove damaged slab protecting adjacent pavement from damage. Damage to adjacent slabs may result in removal of additional slabs as directed by RPR at Contractor expense.

Underlying material shall be repaired, recompacted, and shaped to grade.

Dowels of the size and spacing specified for other joints in similar pavement on the project shall be installed along all four edges of the new slab in accordance with Paragraph 501-4.10d.

Placement of concrete shall be as specified for original construction. Joints around new slab shall be prepared and sealed as specified for original construction.

e. Spalls along joints.

(1) Spalls less than 1-inch-wide and less than the depth of the joint sealant reservoir, shall be filled with joint sealant material.

(2) Spalls larger than 1-inch and/or deeper than joint reservoir, but less than half slab depth, and less than 25 percent of the length of the adjacent joint shall be repaired as follows:

i. Make a vertical saw cut at least 1-inch outside the spalled area and to a depth of at least 2 inches. Saw cuts shall be straight lines forming rectangular areas surrounding the spalled area.

ii. Remove unsound concrete and at least 1/2-inch of visually sound concrete between the saw cut and the joint or crack with a light chipping hammer.

iii. Clean cavity with high-pressure water jets supplemented with compressed air as needed to remove all loose material.

iv. Apply a prime coat of epoxy resin, Type III, Grade I, to the dry, cleaned surface of all sides and bottom of the cavity, except any joint face.

v. Fill the cavity with low slump concrete or mortar or with epoxy resin concrete or mortar.

vi. An insert or other bond-breaking medium shall be used to prevent bond at all joint faces.

vii. A reservoir for the joint sealant shall be sawed to the dimensions required for other joints, or as required to be routed for cracks. The reservoir shall be thoroughly cleaned and sealed with the sealer specified for the joints.

(3) Spalls deeper than 1/2 of the slab depth or spalls longer than 25 percent of the adjacent joint require replacement of the entire slab.

f. Diamond grinding of Concrete surfaces. Diamond grinding shall be completed prior to pavement grooving. Diamond grinding of the hardened concrete should not be performed until the concrete is at least 14 days old and has achieved full minimum strength. Equipment that causes ravels, aggregate fractures, spalls or disturbance to the joints will not be permitted. Depth of diamond grinding shall not exceed 1/2-inch and all areas in which diamond grinding has been performed will be subject to final pavement thickness tolerances specified.

Diamond grinding shall be performed with a machine specifically designed for diamond grinding capable of cutting a path at least 3 feet wide. Saw blades shall be 1/8-inch wide with sufficient number of flush cut blades that create grooves 0.090 to 0.130 inches wide; and peaks and ridges approximately 1/32-inch higher than the bottom of the grinding cut. Contractor shall determine the number and type of blades based on the hardness of the aggregate. Contractor shall demonstrate to RPR that the grinding equipment will produce satisfactory results prior to making corrections to surfaces.

Grinding will be tapered in all directions to provide smooth transitions to areas not requiring grinding. Slurry resulting from the grinding operation shall be continuously removed and the pavement left in a clean condition. All grinding shall be at the expense of Contractor.

CONTRACTOR QUALITY CONTROL (CQC)

501-5.1 Quality control program. Contractor shall develop a Quality Control Program in accordance with Item C-100. No partial payment will be made for materials that are subject to specific quality control requirements without an approved quality control program.

501-5.2 Contractor Quality Control (CQC). Contractor shall provide or contract for QC testing facilities in accordance with Item C-100. RPR shall be permitted unrestricted access to inspect Contractor's QC facilities and witness QC activities. RPR will advise Contractor in writing of any noted deficiencies concerning the QC facility, equipment, supplies, or testing personnel and procedures. When the deficiencies are serious enough to be adversely affecting the test results, the incorporation of the materials into the work shall be suspended immediately and will not be permitted to resume until the deficiencies are satisfactorily corrected.

501-5.3 Contractor QC testing. Contractor shall perform all QC tests necessary to control the production and construction processes applicable to this specification and as set forth in the CQCP. Testing program shall include, but not necessarily be limited to, tests for aggregate gradation, aggregate moisture content, slump, and air content. A QC Testing Plan shall be developed and approved by RPR as part of the CQCP.

RPR may at any time, notwithstanding previous plant acceptance, reject and require Contractor to dispose of any batch of concrete mixture which is rendered unfit for use due to contamination, segregation, or improper slump. Such rejection may be based on only visual inspection. In the event of such rejection, Contractor may take a representative sample of the rejected material in the presence of RPR, and if it can be demonstrated in the laboratory, in the presence of RPR, that such material was erroneously rejected, payment will be made for the material at the contract unit price**.**

a. Fine aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Test in accordance with ASTM C70 or C566.

(3) Deleterious substances. Fine aggregate as delivered to the mixer shall be tested for deleterious substances in fine aggregate for concrete as specified in Paragraph 501-2.1b, prior to production of the control strip, and a minimum of every 30-days during production or more frequently as necessary to control deleterious substances.

b. Coarse Aggregate.

(1) Gradation. A sieve analysis shall be made at least twice daily for each size of aggregate. Tests shall be made in accordance with ASTM C136 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

(2) Moisture content. If an electric moisture meter is used, at least two direct measurements of moisture content shall be made per week to check the calibration. If direct measurements are made in lieu of using an electric meter, two tests shall be made per day. Test in accordance with ASTM C566.

(3) Deleterious substances. Coarse aggregate as delivered to mixer shall be tested for deleterious substances in coarse aggregate for concrete as specified in Paragraph 501-2.1c, prior to production of the control strip, and a minimum of every 30 days during production or more frequently as necessary to control deleterious substances.

c. Slump. One test shall be made for each sublot. Slump tests shall be performed in accordance with ASTM C143 from material randomly sampled from material discharged from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

d. Air content. One test shall be made for each sublot. Air content tests shall be performed in accordance with ASTM C231 for gravel and stone coarse aggregate and ASTM C173 for slag or other porous coarse aggregate, from material randomly sampled from trucks at the paving site. Material samples shall be taken in accordance with ASTM C172.

e. Unit weight and Yield. One test shall be made for each sublot. Unit weight and yield tests shall be in accordance with ASTM C138. The samples shall be taken in accordance with ASTM C172 and at the same time as the air content tests.

f. Temperatures. Temperatures shall be checked at least four times per lot at the job site in accordance with ASTM C1064.

g. Smoothness for Contractor Quality Control.

Contractor shall perform smoothness testing in transverse and longitudinal directions daily to verify that the construction processes are producing pavement with variances less than 1/4-inch in 12 feet, identifying areas that may pond water which could lead to hydroplaning of aircraft. If the smoothness criteria is not met, appropriate changes and corrections to the construction process shall be made by Contractor before construction continues

Contractor may use a 12-foot straightedge or a rolling inclinometer meeting the requirements of ASTM E2133. Straight-edge testing shall start with one-half the length of the straightedge at the edge of pavement section being tested then moved ahead one-half the length of the straightedge for each successive measurement. Testing shall be continuous across all joints. Surface irregularity shall be determined by placing the freestanding (unleveled) straightedge on the pavement surface and allowing it to rest upon the two highest spots covered by its length, and measuring the maximum gap between the straightedge and pavement surface in the area between two high points. If rolling inclinometer is used, the data may be evaluated using the FAA profile program, ProFAA, using the 12-foot straightedge simulation function.

Smoothness readings shall not be made across grade changes or cross slope transitions. Transition between new and existing pavement shall be evaluated separately for conformance with the Plans.

(1) Transverse measurements. Transverse measurements shall be taken for each day's production placed. Transverse measurements shall be taken perpendicular to the pavement centerline each 50 feet or more often as determined by RPR. Joint between lanes shall be tested separately to facilitate smoothness between lanes.

(2) Longitudinal measurements. Longitudinal measurements shall be taken for each day's production placed. Longitudinal tests shall be parallel to the centerline of paving; at the center of paving lanes when widths of paving lanes are less than 20 feet; and at the third points of paving lanes when widths of paving lanes are 20 feet or greater.

Deviations on the final surface course in either the transverse or longitudinal direction that will trap water greater than 1/4-inch shall be corrected with diamond grinding per Paragraph 501-4.19f or by removing and replacing the surface course to full depth. Grinding shall be tapered in all directions to provide smooth transitions to areas not requiring grinding. All areas in which diamond grinding has been performed shall be subject to the final pavement thickness tolerances specified in Paragraph 501-6.6.

Control charts shall be kept to show area of each day's placement and the percentage of corrective grinding required. Corrections to production and placement shall be initiated when corrective grinding is required. If Contractor's machines/methods produce significant areas that need corrective actions in excess of 10 percent of a day's production, production shall be stopped until corrective measures are implemented by Contractor.

h. Grade. Grade will be evaluated prior to and after placement of the concrete surface.

Measurements will be taken at appropriate gradelines (as a minimum at center and edges of paving lane) and longitudinal spacing as shown on cross-sections and Plans. Final surface of the pavement will not

vary from the gradeline elevations and cross-sections shown on the Plans by more than 1/2-inch vertically and 0.1 feet laterally. Documentation will be provided by Contractor to RPR by the end of the following working day.

Areas with humps or depression that that exceed grade or smoothness and that retain water on the surface must be ground off provided the course thickness after grinding is not more than 1/2-inch less than the thickness specified on the Plans. If these areas cannot be corrected with grinding then the slabs that are retaining water must be removed and replaced in accordance with Paragraph 501-4.19d. Grinding shall be in accordance with Paragraph 501-4.19f. All corrections will be at Contractor expense.

501-5.4 Control charts. Contractor shall maintain linear control charts for fine and coarse aggregate gradation, slump, and air content. Contractor shall also maintain a control chart plotting the coarseness factor/workability factor from the combined gradations in accordance with Paragraph 501-2.1d.

Control charts shall be posted in a location satisfactory to RPR and shall be kept up to date at all times. As a minimum, the control charts shall identify the Project Number, the Contract Item Number, the test number, each test parameter, the Action and suspension Limits, or Specification limits, applicable to each test parameter, and Contractor's test results. Contractor shall use the control charts as part of a process control system for identifying potential problems and assignable causes before they occur. If Contractor's projected data during production indicates a potential problem and Contractor is not taking satisfactory corrective action, RPR may halt production or acceptance of the material.

a. Fine and coarse aggregate gradation. Contractor shall record the running average of the last five gradation tests for each control sieve on linear control charts. Superimposed on the control charts shall be the action and suspension limits. Gradation tests shall be performed by Contractor per ASTM C136. Contractor shall take at least two samples per lot to check the final gradation. Sampling shall be per ASTM D75 from the flowing aggregate stream or conveyor belt.

b. Slump and air content. Contractor shall maintain linear control charts both for individual measurements and range (that is, difference between highest and lowest measurements) for slump and air content in accordance with the following Action and Suspension Limits.

c. Combined gradation. Contractor shall maintain a control chart plotting the coarseness factor and workability factor on a chart in accordance with Paragraph 501-2.1d.

Control Chart Limits[1]

Control Parameter	Individual Measurements	
	Action Limit	Suspension Limit
Gradation[2]	*[3]	*[3]
Coarseness Factor (CF)	±3.5	±5
Workability Factor (WF)	±2	±3
Slump	+0.5 to -1 inch	+1 to -1.5 inch
Air Content	±1.5%	±2.0%

[1] Control charts shall be developed and maintained for each control parameter indicated.
[2] Control charts shall be developed and maintained for each sieve size.
[3] Action and suspension limits shall be determined by Contractor.

501-5.5 Corrective action at Suspension Limit. CQCP shall indicate that appropriate action shall be taken when the process is believed to be out of control. CQCP shall detail what action will be taken to bring the process into control and shall contain sets of rules to gauge when a process is out of control. As a minimum, a process shall be deemed out of control and corrective action taken if any one of the following conditions exists.

a. Fine and coarse aggregate gradation. When two consecutive averages of five tests are outside of suspension limits, immediate steps, including a halt to production, shall be taken to correct grading.

b. Coarseness and Workability factor. When CF or WF reaches applicable suspension limits, Contractor, immediate steps, including a halt to production, shall be taken to correct CF and WF.

c. Fine and coarse aggregate moisture content. When moisture content of fine or coarse aggregate changes by more than 0.5 percent, scale settings for aggregate batcher and water batcher shall be adjusted.

d. Slump. Contractor shall halt production and make appropriate adjustments whenever:
(1) one point falls outside Suspension Limit line for individual measurements
OR
(2) two points in a row fall outside Action Limit line for individual measurements.

e. Air content. Contractor shall halt production and adjust amount of air-entraining admixture whenever:
(1) one point falls outside Suspension Limit line for individual measurements
OR
(2) two points in a row fall outside Action Limit line for individual measurements.

MATERIAL ACCEPTANCE

501-6.1 Quality Assurance (QA) Acceptance sampling and testing. All acceptance sampling and testing necessary to determine conformance with the requirements specified in this section, with the exception of coring for thickness determination, will be performed by RPR. Contractor shall provide adequate facilities for the initial curing of beams. Contractor shall bear the cost of providing initial curing facilities and coring and filling operations, per paragraph 501-6.5b(1).

Samples will be transported while in the molds. Curing, except for the initial cure period, will be accomplished using the immersion in saturated lime water method. During the 24 hours after molding, temperature immediately adjacent to the specimens must be maintained 60 to 80 degrees F, and loss of moisture from the specimens must be prevented. Specimens may be stored in tightly constructed wooden boxes, damp sand pits, temporary buildings at construction sites, under wet burlap in favorable weather, or in heavyweight closed plastic bags, or using other suitable methods, provided the temperature and moisture loss requirements are met.

501-6.2 Quality Assurance (QA) testing laboratory. Quality assurance testing organizations performing these acceptance tests will be accredited in accordance with ASTM C1077. Quality assurance laboratory accreditation must be current and listed on the accrediting authority's website. All test methods required for acceptance sampling and testing must be listed on the lab accreditation. A copy of the laboratory's current accreditation and accredited test methods will be submitted to RPR prior to start of construction.

501-6.3 Lot size. Concrete will be accepted for strength and thickness on a lot-basis. A lot will consist of a day's production not to exceed 2,000 cubic yards. Each lot will be divided into approximately equal sublots with individual sublots 400 to 600 cubic yards. Where three sublots are produced, they will constitute a lot. Where one or two sublots are produced, they will be incorporated into the previous or next lot. Where more than one plant is simultaneously producing concrete for the job, the lot sizes will apply separately for each plant.

501-6.4 Partial lots. When operational conditions cause a lot to be terminated before the specified number of tests have been made for the lot or for overages or minor placements to be considered as partial lots, the following procedure will be used to adjust the lot size and the number of tests for the lot.

Where three sublots have been produced, they will constitute a lot. Where one or two sublots have been produced, they will be incorporated into the next lot or the previous lot and the total number of sublots will be used in the acceptance criteria calculation, that is, n=5 or n=6.

501-6.5 Acceptance Sampling and Testing.

a. Strength.

(1) Sampling. One sample will be taken for each sublot from the concrete delivered to the Job Site. Sampling locations will be determined by RPR in accordance with random sampling procedures contained in ASTM D3665. The concrete will be sampled in accordance with ASTM C172.

(2) Test Specimens. RPR will be responsible for the casting, initial curing, transportation, and curing of specimens in accordance with ASTM C31. Two specimens will be made from each sample and slump, air content, unit weight, and temperature tests will be conducted for each set of strength specimens. Within 24 to 48 hours, the samples will be transported from the field to the laboratory while in the molds. Samples will be cured in saturated lime water.

Strength of each specimen will be determined in accordance with ASTM C78. Strength for each sublot will be computed by averaging the results of the two test specimens representing that sublot.

(3) Acceptance. Acceptance of pavement for strength will be determined by RPR in accordance with Paragraph 501-6.6b(1). All individual strength tests within a lot will be checked for outliers in accordance with ASTM E178, at a significance level of 5 percent. Outliers will be discarded, and the remaining test values will be used to determine acceptance in accordance with Paragraph 501-6.5b.

b. Pavement thickness.

(1) Sampling. One core will be taken by Contractor for each sublot in RPR presence. Sampling locations will be determined by RPR per random sampling procedures contained in ASTM D3665. Areas, such as thickened edges, with planned variable thickness, will be excluded from sample locations.

Cores shall be a minimum 4 inches in diameter neatly cut with a core drill. Contractor will furnish all tools, labor, and materials for cutting samples and filling the cored hole. Core holes will be filled by Contractor with a non-shrink grout approved by RPR within one day after sampling.

(2) Testing. Thickness of cores will be determined by RPR by average caliper measurement in accordance with ASTM C174. Each core shall be photographed, and photograph included with test report.

(3) Acceptance. Acceptance of pavement for thickness will be determined by RPR in accordance with Paragraph 501-6.6.

501-6.6 Acceptance criteria.

a. General. Acceptance will be based on the following characteristics of completed pavement discussed in Paragraph 501-6.5b:

(1) Strength
(2) Thickness
(3) Grade
(4) Adjustments for repairs

Acceptance for strength, thickness, and grade, will be based on the criteria contained in accordance with Paragraph 501-6.6b(1), 501-6.6b(2), and 501-6.6b(3), respectively.

Production quality must achieve 90 PWL or higher to receive full payment.

Strength and thickness will be evaluated for acceptance on a lot-basis using method of estimating PWL. Production quality must achieve 90 PWL or higher to receive full pavement. PWL will be determined in accordance with procedures specified in Item C-110.

Lower specification tolerance limit (L) for strength and thickness will be:

Lower Specification Tolerance Limit (L)

Strength	0.93 x strength specified in paragraph 501-3.3
Thickness	Lot Plan Thickness in inches, - 0.50 in

b. Acceptance criteria.

(1) Strength. If PWL of lot equals or exceeds 90 percent, lot will be acceptable. Acceptance and payment for lot will be determined in accordance with Paragraph 501-8.1.

(**2) Thickness.** If PWL of lot equals or exceeds 90 percent, lot will be acceptable. Acceptance and payment for lot will be determined in accordance with Paragraph 501-8.1.

(3) Grade. Final finished surface of the pavement of the completed project will not vary from gradeline elevations and cross-sections shown on the plans by more than 1/2-inch vertically or 0.1-foot laterally. Documentation, stamped and signed by a licensed surveyor shall be in accordance with Paragraph 501-5.3h. Payment for sublots that do not meet grade for over 25 percent of the sublot shall reduced by 5 percent and not be more than 95 percent.

(4) Profilograph roughness for QA Acceptance. Not used.

(5) Adjustments for repair. Sublots with spall repairs, crack repairs, or partial panel replacement, will be limited to no more than 95 percent payment.

(6) Adjustment for grinding. For sublots with grinding over 25 percent of a sublot, payment will be reduced 5 percent.

METHOD OF MEASUREMENT

501-7.1 Concrete pavement shall be measured by the number of square yards of reinforced pavement as specified in-place, completed and accepted.

BASIS OF PAYMENT

501-8.1 Payment. Payment for concrete pavement meeting all acceptance criteria as specified in Paragraph 501-6.6. Acceptance Criteria shall be based on results of strength and thickness tests. Payment for acceptable lots of concrete pavement shall be adjusted in accordance with Paragraphs 501-8.1a for strength and thickness; 501-8.1b for repairs; 501-8.1c for grinding; and 501-8.1d for smoothness, subject to the limitation that:

Total project payment for concrete pavement shall not exceed 100 percent of the product of the Contract unit price and the total number of square yards of concrete pavement used in the accepted work (See Note 1 under the Price Adjustment Schedule table).

Payment shall be full compensation for all labor, materials, tools, equipment, and incidentals required to complete the Work as specified herein and on the Drawings.

a. Basis of adjusted payment. Pay factor for each individual lot shall be calculated in accordance with the Price Adjustment Schedule table below. A pay factor shall be calculated for both strength and thickness. Lot pay factor shall be the higher of the two values when calculations for both strength and thickness are 100 percent or higher. Lot pay factor shall be the product of the two values when only one of the calculations for either strength or thickness is 100 percent or higher. Lot pay factor shall be the lower of the two values when calculations for both strength and thickness are less than 100 percent.

Price Adjustment Schedule[1]

Percentage of Materials Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
96 – 100	106
90 – 95	PWL + 10
75 – 90	0.5 PWL + 55

Percentage of Materials Within Specification Limits (PWL)	Lot Pay Factor (Percent of Contract Unit Price)
55 – 74	1.4 PWL – 12
Below 55	Reject[2]

[1] Although theoretically possible to achieve a pay factor of 106 percent for each lot, actual payment in excess of 100 percent shall be subject to total project payment limitation specified in Paragraph 501-8.1.

[2] Lot shall be removed and replaced unless, after receipt of FAA concurrence, Owner and Contractor agree in writing the lot will remain; lot paid at 50 percent of the Contract unit price; and total project payment limitation reduced by the amount withheld for that lot.

For each lot accepted, the adjusted contract unit price shall be the product of the lot pay factor for the lot and the contract unit price. Payment shall be subject to the total project payment limitation specified in Paragraph 501-8.1. Payment in excess of 100 percent for accepted lots of concrete pavement shall be used to offset payment for accepted lots of concrete pavement that achieve a lot pay factor less than 100 percent; except for rejected lots which remain in place and/or sublots with adjustments for repairs.

b. Adjusted payment for repairs. PWL lot pay factor shall be reduced by 5 percent and be no higher than 95 percent for sublots which contain repairs in accordance with Paragraph 501-4.19 on more than 20 percent of the slabs within the sublot. Payment factors greater than 100 percent for strength and thickness cannot be used to offset adjustments for repairs.

c. Adjusted payment for grinding. PWL lot pay factor shall be reduced by 5 percent and no higher than 95 percent for sublots with grinding over 25 percent of a sublot.

d. Profilograph Roughness. Not used.

e. Payment. Payment shall be made under:

Item P-501-8.1a	Concrete Pavement, 14 inches thick with reinforcing and all appurtenances, per square yard
Item P-501-8.1b	Concrete Pavement, 10 inches thick, with reinforcing and all appurtenances, per square yard

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars

ASTM A996	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM A1035	Standard Specification for Deformed and Plain, Low-Carbon, Chromium, Steel Bars for Concrete Reinforcement
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM A1078	Standard Specification for Epoxy-Coated Steel Dowels for Concrete Pavement
ASTM C29	Standard Test Method for Bulk Density ("Unit Weight") and Voids in Aggregate
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C70	Standard Test Method for Surface Moisture in Fine Aggregate
ASTM C78	Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
ASTM C88	Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C117	Standard Test Method for Materials Finer than 75-µm (No. 200) Sieve in Mineral Aggregates by Washing
ASTM C123	Standard Test Method for Lightweight Particles in Aggregate
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C131	Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C138	Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
ASTM C142	Standard Test Method for Clay Lumps and Friable Particles in Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C174	Standard Test Method for Measuring Thickness of Concrete Elements Using Drilled Concrete Cores
ASTM C227	Standard Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method)
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C295	Standard Guide for Petrographic Examination of Aggregates for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland Cement Concrete

ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C566	Standard Test Method for Total Evaporable Moisture Content of Aggregates by Drying
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C642	Standard Test Method for Density, Absorption, and Voids in Hardened Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C881	Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064	Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1567	Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method)
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D75	Standard Practice for Sampling Aggregates
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber and Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D2419	Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
ASTM D3665	Standard Practice for Random Sampling of Construction Materials
ASTM D4791	Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate
ASTM E178	Standard Practice for Dealing with Outlying Observations
ASTM E1274	Standard Test Method for Measuring Pavement Roughness Using a Profilograph
ASTM E2133	Standard Test Method for Using a Rolling Inclinometer to Measure Longitudinal and Transverse Profiles of a Traveled Surface

American Concrete Institute (ACI)

ACI 305R	Guide to Hot Weather Concreting
ACI 306R	Guide to Cold Weather Concreting
ACI 309R	Guide for Consolidation of Concrete

Advisory Circulars (AC)

AC 150/5320-6	Airport Pavement Design and Evaluation

Federal Highway Administration (FHWA)

HIPERPAV 3, version 3.2

Portland Concrete Association (PCA)

PCA	Design and Control of Concrete Mixtures, 16th Edition

U.S. Army Corps of Engineers (USACE) Concrete Research Division (CRD)

CRD C662	Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials, Lithium Nitrate Admixture and Aggregate (Accelerated Mortar-Bar Method)

United States Air Force Engineering Technical Letter (ETL)

ETL 97-5	Proportioning Concrete Mixtures with Graded Aggregates for Rigid Airfield Pavements

END ITEM P-501

Item P-602 Emulsified Asphalt Prime Coat

DESCRIPTION

602-1.1 This item shall consist of an application of emulsified asphalt material on the prepared base course in accordance with these Specifications and in reasonably close conformity to the lines shown on the Plans.

MATERIALS

602-2.1 Emulsified Asphalt material. The emulsified asphalt material shall be as specified in ASTM D3628 for use as a prime coat appropriate to local conditions. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the emulsified asphalt material. The COA shall be provided to and approved by the Resident Project Representative (RPR) before the emulsified asphalt material is applied. The furnishing of the COA for the emulsified asphalt material shall not be interpreted as a basis for final acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the Project.

CONSTRUCTION METHODS

602-3.1 Weather limitations. The emulsified asphalt prime coat shall be applied only when the existing surface is dry; the atmospheric temperature is 50 degrees F or above, and the temperature has not been below 35 degrees F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

602-3.2 Equipment. The equipment shall include a self-powered pressure asphalt material distributor and equipment for heating asphalt material.

Provide a distributor with pneumatic tires of such size and number that the load produced on the base surface does not exceed 65.0 psi of tire width to prevent rutting, shoving or otherwise damaging the base, surface, or other layers in the pavement structure. Design and equip the distributor to spray the asphalt material in a uniform coverage at the specified temperature, at readily determined and controlled rates from 0.05 to 1.0 gallons per square yard, with a pressure range of 25 to 75 psi and with an allowable variation from the specified rate of not more than ±5 percent, and at variable widths. Include with the distributor equipment a separate power unit for the bitumen pump, full-circulation spray bars, tachometer, pressure gauges, volume-measuring devices, adequate heaters for heating of materials to the proper application temperature, a thermometer for reading the temperature of tank contents, and a hand hose attachment suitable for applying asphalt material manually to areas inaccessible to the distributor. Equip the distributor to circulate and agitate the asphalt material during the heating process. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

A power broom and power blower suitable for cleaning the surfaces to which the asphalt coat is to be applied shall be provided.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

602-3.3 Application of emulsified asphalt material. Immediately before applying the prime coat, the full width of the surface to be primed shall be swept with a power broom to remove all loose dirt and other objectionable material.

The asphalt emulsion material shall be uniformly applied with an asphalt distributor at the rate of 0.15 to 0.30 gallons per square yard depending on the base course surface texture. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Following application of the emulsified asphalt material and prior to application of the succeeding layer of pavement, allow the asphalt coat to cure and to obtain evaporation of any volatiles or moisture. Maintain the coated surface until the succeeding layer of pavement is placed, by protecting the surface against damage and by repairing and recoating deficient areas. Allow the prime coat to cure without being disturbed for a period of at least 48 hours or longer, as may be necessary to attain penetration into the treated course. Furnish and spread sand to effectively blot up and cure excess asphalt material. Contractor shall remove blotting sand prior to asphalt concrete lay down operations at no additional expense to Owner. Keep traffic off surfaces freshly treated with asphalt material. Provide sufficient warning signs and barricades so that traffic will not travel over freshly treated surfaces.

602-3.4 Trial application rates. Contractor shall apply a minimum of three lengths of at least 100 feet for the full width of the distributor bar to evaluate the amount of emulsified asphalt material that can be satisfactorily applied with the equipment. Apply three different application rates of emulsified asphalt materials within the application range specified in Paragraph 602-3.3. Other trial applications can be made using various amounts of material as directed by the RPR. The trial application is to demonstrate the equipment can uniformly apply the emulsified asphalt material within the rates specified and determine the application rate for the Project.

602-3.5 Freight and waybills. Contractor shall submit waybills and delivery tickets during the progress of the Work. Before the final estimate is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

602-4.1 The emulsified asphalt material for prime coat shall be measured by the gallon. Volume shall be corrected to the volume at 60 degrees F in accordance with ASTM D4311. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10 percent over the specified application rate. Any amount of emulsified asphalt material more than 10 percent over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

602-5.1 Payment shall be made at the Contract unit price per gallon for emulsified asphalt prime coat. This price shall be full compensation for furnishing all materials and for all preparation, delivering, and applying the materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item P-602-5.1	Emulsified Asphalt Prime Coat - complete, per gallon

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END OF ITEM P-602

Item P-603 Emulsified Asphalt Tack Coat

DESCRIPTION

603-1.1 This item shall consist of preparing and treating an asphalt or concrete surface with asphalt material in accordance with these Specifications and in reasonably close conformity to the lines shown on the Plans.

MATERIALS

603-2.1 Asphalt materials. The asphalt material shall be an emulsified asphalt as specified in ASTM D3628 as an asphalt application for tack coat appropriate to local conditions. The emulsified asphalt shall not be diluted. Contractor shall provide a copy of the manufacturer's Certificate of Analysis (COA) for the asphalt material to the Resident Project Representative (RPR) before the asphalt material is applied for review and acceptance. The furnishing of COA for the asphalt material shall not be interpreted as a basis for Final Acceptance. The manufacturer's COA may be subject to verification by testing the material delivered for use on the Project.

CONSTRUCTION METHODS

603-3.1 Weather limitations. The tack coat shall be applied only when the existing surface is dry and the atmospheric temperature is 50 degrees F or above; the temperature has not been below 35 degrees F for the 12 hours prior to application; and when the weather is not foggy or rainy. The temperature requirements may be waived when directed by the RPR.

603-3.2 Equipment. Contractor shall provide equipment for heating and applying the emulsified asphalt material. The emulsion shall be applied with a manufacturer-approved computer rate-controlled asphalt distributor. The equipment shall be in good working order and contain no contaminants or diluents in the tank. Spray bar tips must be clean, free of burrs, and of a size to maintain an even distribution of the emulsion. Any type of tip or pressure source is suitable that will maintain predetermined flow rates and constant pressure during the application process with application speeds under eight miles per hour or seven feet per minute.

The equipment will be tested under pressure for leaks and to ensure proper set-up before use to verify truck set-up (via a test-shot area), including but not limited to, nozzle tip size appropriate for application, spray-bar height and pressure and pump speed, evidence of triple-overlap spray pattern, lack of leaks, and any other factors relevant to ensure the truck is in good working order before use.

The distributor truck shall be equipped with a minimum 12-foot spreader spray bar with individual nozzle control with computer-controlled application rates. The distributor truck shall have an easily accessible thermometer that constantly monitors the temperature of the emulsion and have an operable mechanical tank gauge that can be used to cross-check the computer accuracy. If the distributor is not equipped with an operable quick shutoff valve, the prime operations shall be started and stopped on building paper.

The distributor truck shall be equipped to effectively heat and mix the material to the required temperature prior to application as required. Heating and mixing shall be done in accordance with the manufacturer's recommendations. Do not overheat or over mix the material.

The distributor shall be equipped with a hand sprayer.

Asphalt distributors must be calibrated annually in accordance with ASTM D2995. Contractor must furnish a current calibration certification for the asphalt distributor truck from any State or other agency as approved by the RPR.

A power broom and/or power blower suitable for cleaning the surfaces to which the asphalt tack coat is to be applied shall be provided.

603-3.3 Application of emulsified asphalt material. The emulsified asphalt shall not be diluted. Immediately before applying the emulsified asphalt tack coat, the full width of surface to be treated shall be swept with a power broom and/or power blower to remove all loose dirt and other objectionable material.

The emulsified asphalt material shall be uniformly applied with an asphalt distributor at the rates appropriate for the conditions and surface specified in the table below. The type of asphalt material and application rate shall be approved by the RPR prior to application.

Emulsified Asphalt

Surface Type	Residual Rate, gal/SY	Emulsion Application Bar Rate, gal/SY
New Asphalt	0.02-0.05	0.03-0.07
Existing Asphalt	0.04-0.07	0.06-0.11
Milled Surface	0.04-0.08	0.06-0.12
Concrete	0.03-0.05	0.05-0.08

After application of the tack coat, the surface shall be allowed to cure without being disturbed for the period of time necessary to permit drying and setting of the tack coat. This period shall be determined by the RPR. Contractor shall protect the tack coat and maintain the surface until the next course has been placed. When the tack coat has been disturbed by Contractor, tack coat shall be reapplied at Contractor's expense.

603-3.4 Freight and waybills Contractor shall submit waybills and delivery tickets, during progress of the Work. Before the final statement is allowed, file with the RPR certified waybills and certified delivery tickets for all emulsified asphalt materials used in the construction of the pavement covered by the contract. Do not remove emulsified asphalt material from storage until the initial outage and temperature measurements have been taken. The delivery or storage units will not be released until the final outage has been taken.

METHOD OF MEASUREMENT

603-4.1 The emulsified asphalt material for tack coat shall be measured by the gallon. Volume shall be corrected to the volume at 60 degrees F in accordance with ASTM D1250. The emulsified asphalt material paid for will be the measured quantities used in the accepted work, provided that the measured quantities are not 10 percent over the specified application rate. Any amount of emulsified asphalt material more than 10 percent over the specified application rate for each application will be deducted from the measured quantities, except for irregular areas where hand spraying of the emulsified asphalt material is necessary. Water added to emulsified asphalt will not be measured for payment.

BASIS OF PAYMENT

603.5-1 Payment shall be made at the contract unit price per gallon of emulsified asphalt material. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-603-5.1	Emulsified Asphalt Tack Coat, complete, per gallon.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D1250	Standard Guide for Use of the Petroleum Measurement Tables
ASTM D2995	Standard Practice for Estimating Application Rate and Residual Application Rate of Bituminous Distributors
ASTM D3628	Standard Practice for Selection and Use of Emulsified Asphalts

END ITEM P-603

Item P-605 Joint Sealants for Pavements

DESCRIPTION

605-1.1 This item shall consist of providing and installing a resilient and adhesive joint sealing material capable of effectively sealing joints in pavement; joints between different types of pavements; and cracks in existing pavement.

MATERIALS

605-2.1 Joint sealants. Joint sealant materials shall meet the requirements of ASTM D5893.

Each lot or batch of sealant shall be delivered to the jobsite in the manufacturer's original sealed container. Each container shall be marked with manufacturer name, batch/lot number, safe heating temperature, and accompanied by manufacturer certification stating sealant meets specification requirements.

605-2.2 Backer rod. Material furnished shall be a compressible, non-shrinking, non-staining, non-absorbing material, non-reactive with joint sealant in accordance with ASTM D5249. Backer-rod material shall be 25 percent ±5 percent larger in diameter than the nominal width of the joint.

605-2.3 Bond breaking tapes. Provide a bond-breaking tape or separating material that is a flexible, non-shrinkable, non-absorbing, non-staining, and non-reacting adhesive-backed tape. Material shall have a melting point at least 5 degrees F greater than pouring temperature of sealant used when tested in accordance with ASTM D789. Bond breaker tape shall be approximately 1/8-inch wider than nominal width of joint and not bond to joint sealant.

CONSTRUCTION METHODS

605-3.1 Time of application. Joints shall be sealed as soon after completion of curing period as feasible and before the pavement is opened to traffic, including construction equipment. Pavement temperature shall be 50 degrees F and rising at the time of application of the poured joint sealing material. Do not apply sealant if moisture is observed in the joint.

605-3.2 Equipment. Machines, tools, and equipment used in work performance required by this Section shall be approved before Work starts and always maintained in satisfactory condition. Submit a list of proposed equipment to be used in performance of construction work including descriptive data, 10 days prior to use on the project.

a. Concrete saw. Provide a self-propelled power saw with water-cooled diamond or abrasive saw blades, for cutting joints to depths and widths specified.

b. Waterblasting equipment. Contractor must demonstrate waterblasting equipment including pumps, hose, guide, and nozzle size under job conditions before approval in accordance with Paragraph 605-3.3. Contractor shall demonstrate, in RPR presence, method cleans and does not damage joint.

c. Hand tools. Hand tools may be used, when approved, for removing defective sealant from a crack and repairing or cleaning crack faces. Hand tools should be carefully evaluated for potential spalling effects prior to approval for use.

d. Cold-applied, single-component, sealing equipment. Equipment for installing ASTM D5893 single component joint sealants shall consist of extrusion pump, air compressor, following plate, hoses, and nozzle to transfer sealant from storage container into joint opening. Dimension of nozzle shall be so the tip of the nozzle will extend into joint to allow sealing from bottom of joint to top. Maintain initially approved equipment in good working condition, serviced in accordance with supplier instructions, and unaltered in any way without obtaining prior approval. Small hand-held air-powered equipment (i.e., caulking guns) may be used for small applications.

605-3.3 Preparation of joints. Pavement joints for application of material in this Specification must be dry, clean of all scale, dirt, dust, curing compound, and other foreign matter. Contractor shall demonstrate, in RPR presence, the method cleans and does not damage joint.

a. Sawing. All joints shall be sawed in accordance with Specifications and Plan details. Immediately after sawing joint, resulting slurry shall be completely removed from joint and adjacent area by flushing with a jet of water, and by use of other tools, as necessary.

b. Sealing. Immediately before sealing, joints shall be thoroughly cleaned of all remaining laitance, curing compound, filler, protrusions of hardened concrete, old sealant and other foreign material from sides and upper edges of joint space to be sealed. Cleaning shall be accomplished by concrete saw or waterblaster as specified in Paragraph 605-3.2. Newly exposed concrete joint faces and pavement surface extending a minimum of 1/2-inch from the joint edge shall be waterblasted clean. Waterblasting shall be accomplished in a minimum of two passes. One pass per joint face with the nozzle held at an angle directly toward the joint face and not more than 3 inches from it. After final cleaning and immediately prior to sealing, blow out joints with compressed air and leave them completely free of debris and water. Joint faces shall be surface dry when the seal is applied.

c. Backer Rod. When joint opening is of a greater depth than indicated for the sealant depth, plug or seal off the lower portion of the joint opening using a backer rod in accordance with Paragraph 605-2.2 to prevent the entrance of the sealant below the specified depth. Ensure backer rod is placed at the specified depth and is not stretched or twisted during installation.

d. Bond-breaking tape. Where inserts or filler materials contain bitumen, or depth of joint opening does not allow for the use of a backup material, insert a bond-separating tape breaker in accordance with Paragraph 605-2.3 to prevent incompatibility with the filler materials and three-sided adhesion of the sealant. Securely bond the tape to the bottom of the joint opening so it will not float up into the new sealant.

605-3.4 Installation of sealants. Joints shall be inspected for proper width, depth, alignment, and preparation, and approved by RPR before sealing allowed. Sealants shall be installed in accordance with the following requirements:

Immediately preceding, but not more than 50 feet ahead of the joint sealing operations, perform a final cleaning with compressed air. Fill the joints from the bottom up to 1/8-inch ±1/16-inch below the top of pavement surface. Remove and discard excess or spilled sealant from the pavement by approved methods. Install the sealant in such a manner as to prevent formation of voids and entrapped air. In no case shall gravity methods or pouring pots be used to install sealant material. Traffic shall not be permitted over newly sealed pavement until authorized by RPR. When a primer is recommended by manufacturer, apply it evenly to the joint faces in accordance with the manufacturer's instructions. Check joints frequently to ensure that the newly installed sealant is cured to a tack-free condition within time specified.

605-3.5 Inspection. Contractor shall inspect the joint sealant for proper rate of cure and set, bonding to the joint walls, cohesive separation within the sealant, reversion to liquid, entrapped air and voids. Sealants exhibiting any of these deficiencies at any time prior to the Final Acceptance of the Project shall be removed from the joint, wasted, and replaced as specified at no additional cost to the Airport.

605-3.6 Clean-up. Upon completion of the Project, remove all unused materials from the site and leave the pavement in a clean condition.

METHOD OF MEASUREMENT

605-4.1 Joint sealing material shall be measured by the linear foot of sealant in place, completed, and accepted.

BASIS OF PAYMENT

605-5.1 Payment for joint sealing material shall be made at the contract unit price per linear foot. The price shall be full compensation for furnishing all materials, for all preparation, delivering, and placing of these materials, and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-605-5.1	Joint Sealing Filler, per linear foot.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D789	Standard Test Method for Determination of Relative Viscosity of Polyamide (PA)
ASTM D5249	Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints
ASTM D5893	Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements

Advisory Circulars (AC)

AC 150/5340-30	Design and Installation Details for Airport Visual Aids

END ITEM P-605

Item P-620 Runway and Taxiway Marking

DESCRIPTION

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these Specifications and at the locations shown on the Plans, or as directed by Resident Project Representative (RPR). "Paint," "marking material," "painting," and "application of markings" are interchangeable throughout this Specification.

MATERIALS

620-2.1 Materials acceptance. Contractor shall furnish manufacturer certified test reports, for materials shipped to the Project. Certified test reports shall include a statement that the materials meet the Specification requirements. This certification along with a copy of the paint manufacturer's surface preparation; marking materials, including adhesion, flow promoting and/or floatation additive; and application requirements must be submitted and approved by RPR prior to the initial application of markings. Reports can be used for material acceptance or RPR may perform verification testing. Reports shall not be interpreted as a basis for payment. Contractor shall notify RPR upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers that are easily quantifiable for inspection by RPR.

620-2.2 Marking materials.

Table 1. Marking Materials

Paint[1]				Glass Beads[2]	
Type	**Color**	**Fed Std. 595 Number**	**Application Rate Maximum**	**Type**	**Application Rate Minimum**
III	White	37925	90 sf/gal	III	8 lb/gal
	Yellow	33538 or 33655		III	8 lb/gal
	Black	37038		None	N/A
	Red	31136		1A	7 lb/gal

[1] See Paragraph 620-2.2a
[2] See Paragraph 620-2.2b

a. Paint. Paint shall be waterborne in accordance with the requirements of this paragraph. Paint colors shall comply with Federal Standard No. 595.

Waterborne. Paint shall meet requirements of Federal Specification TT-P-1952F, Type III. Non-volatile portion of vehicle for all paint types shall be composed of a 100 percent acrylic polymer as determined by infrared spectral analysis. Acrylic resin used for Type III shall be 100 percent cross-linking acrylic as evidenced by infrared peaks at wavelengths 1568, 1624, and 1672 cm-l with intensities equal to those produced by an acrylic resin known to be 100 percent cross linking.

b. Reflective media. Glass beads for white and yellow paint shall meet requirements for Federal Specification TT-B-1325D Type III.

Glass beads for red and pink paint shall meet requirements for Type I, Gradation A.

Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of paint and reflective media to ensure adhesion and embedment.

Glass beads shall not be used in black and green paint.

Type III glass beads shall not be used in red and pink paint.

CONSTRUCTION METHODS

620-3.1 Weather limitations. Painting shall only be performed when surface is dry, ambient temperature, and pavement surface temperature meet manufacturer recommendations in accordance with Paragraph 620-2.1. Painting operations shall be discontinued when ambient or surface temperatures does not meet the manufacturer's recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns. Markings shall not be applied when weather conditions are forecasts to not be within manufacturer recommendations for application and dry time.

620-3.2 Equipment. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

Mechanical marker shall be an atomizing spray-type or airless type marking machine with automatic glass bead dispensers suitable for application of traffic paint. It shall produce an even and uniform film thickness and appearance of both paint and glass beads at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray. Marking equipment for both paint and beads shall be calibrated daily.

620-3.3 Preparation of surfaces. Immediately before application of paint, surface shall be dry and free from dirt, grease, oil, laitance, or other contaminates that would reduce bond between paint and pavement. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by RPR. After cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process. **No direct payment made for cleaning pavement surface or removing curing compound.**

a. Preparation of new pavement surfaces. Area to be painted shall be cleaned by broom, blower, water blasting, or by other methods approved by RPR to remove all contaminants, including PCC curing compounds, minimizing damage to the pavement surface.

b. Preparation of pavement to remove existing markings. Existing pavement markings shall be removed by water blasting. Removal shall minimize damage to the pavement surface. Removal area may need to be larger than the area of the markings to eliminate ghost markings.

c. Preparation of pavement markings prior to remarking. Prior to remarking existing markings, loose existing markings must be removed minimizing damage to the pavement surface, with a method approved by RPR. After removal, surface shall be cleaned of all residue or debris.

Before markings application, Contractor shall certify in writing that surface is dry and free from dirt, grease, oil, laitance, or other foreign material that would prevent the bond of the paint to the pavement or existing markings. This certification along with a copy of paint manufacture application and surface preparation requirements must be submitted to RPR prior to the initial application of markings.

620-3.4 Layout of markings. Proposed markings shall be laid out in advance of paint application. Locations of markings to receive glass beads shall be shown on plans. **No direct payment made for laying out pavement markings.**

620-3.5 Application. Contractor to verify Paragraph 620-3.3, Preparation of Surface, prior to paint application. Paint shall be applied at the locations and to dimensions and spacing shown on Plans. Paint shall not be applied until layout and condition of surface is approved by RPR.

A period of 30 days shall elapse between placement of concrete surface and application of permanent paint markings.

Edges of the markings shall not vary from a straight line more than 1/2-inch in 50 feet, and marking dimensions and spacing shall be within the following tolerances:

Marking Dimensions and Spacing Tolerance

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

Paint shall be mixed in accordance with manufacturer instructions and applied to pavement with a marking machine at the rate shown in Table 1. Addition of thinner is not permitted.

Glass beads shall be distributed upon marked areas at the locations shown on the Plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regularly monitor glass bead embedment and distribution.

620-3.6 Application--preformed thermoplastic airport pavement markings.

Preformed thermoplastic pavement markings not used.

620-3.7 Control strip. Prior to the full application of airfield markings, Contractor shall prepare a control strip in the presence of RPR. Contractor shall demonstrate the surface preparation method and all striping equipment to be used on the Project. Marking equipment must achieve the prescribed application rate of paint and population of glass beads (per Table 1) that are properly embedded and evenly distributed across the full width of the marking. Prior to acceptance of the control strip, markings must be evaluated during darkness to ensure a uniform appearance.

620-3.8 Retro-reflectance. Reflectance shall be measured with a portable retro-reflectometer meeting ASTM E1710 (or equivalent). Six total readings shall be taken over a 6-square-foot area, three readings taken from each direction. Average shall be equal to or above the minimum levels of all readings which are within 30 percent of each other.

Minimum Retro-Reflectance Values

Material	Retro-reflectance mcd/m^2/lux		
	White	Yellow	Red
Initial Type I	300	175	35
Initial Type III	600	300	35
Initial Thermoplastic	225	100	35
All materials, remark when less than[1]	100	75	10

[1] 'Prior to remarking determine if removal of contaminants on markings will restore retro-reflectance.

620-3.9 Protection and cleanup. After application of markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture/rain and from disfiguration by spatter, splashes, spillage, or drippings. Contractor shall remove from work area all debris, waste, loose reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of RPR. Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and federal environmental statutes and regulations.

METHOD OF MEASUREMENT

620-4.1a The quantity of surface preparation will not be measured.

620-4.1b The quantity of markings, including reflective media per Specification, shall be measured by square feet of painting**.**

620-4.1c The quantity of reflective media shall not be measured.

620-4.1d The quantity of marking removal shall be the number of square feet of markings removed in accordance with Specifications and accepted by RPR.

BASIS OF PAYMENT

620-5.1 This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item complete in place and accepted by RPR in accordance with these Specifications.

620-5.1a No direct payment will be made for surface preparation.

620-5.1b Payment for markings, including reflective media per Specification, shall be made at Contract price per square feet of painting.

620-5.1c No direct payment will be made for reflective media.

620-5.1d Payment for marking removal shall be made at the contract price for the number of square feet of markings removed. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Item P-620-5.1b	Marking, including reflective media per specification, per square foot.
Item P-620-5.1d	Marking Removal, per square foot.

REFERENCES

The publications listed below form a part of this Specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins

ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments
ASTM E303	Standard Test Method for Measuring Surface Frictional Properties Using the British Pendulum Tester
ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

Code of Federal Regulations (CFR)

40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200	Hazard Communication

Federal Specifications (FED SPEC)

FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
FED SPEC TT-P-1952F	Paint, Traffic and Airfield Marking, Waterborne
FED STD 595	Colors used in Government Procurement

Commercial Item Description

A-A-2886B	Paint, Traffic, Solvent Based

Advisory Circulars (AC)

AC 150/5340-1	Standards for Airport Markings
AC 150/5320-12	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

END OF ITEM P-620

ITEM MC - NONWOVEN GEOTEXTILE INTERLAYER

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. The Work shall consist of the construction of a drainage interlayer between the concrete pavement layer and asphalt pavement layer. The drainage interlayer shall be a nonwoven geotextile manufactured specifically for unbonded concrete overlays.

1.2 SUBMITTALS

A. Submit a sample of geotextile and manufacturer's certification that it meets the requirements of this Specification.

1.3 REFERENCES

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM):
1. ASTM D4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
2. ASTM D4595 - Standard Test Method for Tensile Properties of Geotextiles by the Wide-Width Strip Method.
3. ASTM D5199 - Standard Test Method for Measuring the Nominal Thickness of Geosynthetics.
4. ASTM D5261 - Standard Test Method for Measuring Mass per Unit Area of Geotextiles.
5. DIN 60500-4 - Determination of the Water Permeability of Geotextiles perpendicular to their Plane under Load at constant Hydraulic Difference in Height.
6. ISO 12958 - Determination of the Water Drainage Capacity in One Plane.
7. EN 12224 - Determination of the Weather Resistance.
8. EN 13249 - Geotextiles and geotextile-related products. Characteristics required for use in the construction of roads and other trafficked areas (excluding railways and asphalt inclusion)
9. Report sponsored by USDOT Federal Highway Administration, in cooperation with American Association of State Highway and Transportation Officials and The National Cooperative Highway Research Program: "Nonwoven Geotextile Interlayers for Separating Cementitious Pavement Layers: German Practice and US Field Trials" - Dated May 2009.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Nonwoven Geotextile:
1. Nonwoven geotextile shall be TenCate Mirafi 1450 BB, Propex 1341 NH, or Huesker Hate B 500, or approved equal.
2. Nonwoven geotextile shall be acceptable for use with airport pavements.

3. Manufacturer shall be able to provide documentation of two similar type installations. Installations where the nonwoven geotextile has been used to separate two cement-bound pavement layers are deemed similar.
4. Nonwoven geotextile shall have the following properties:

Mechanical Properties	Test Method	Unit	Roll Value
Weight[1]	ASTM D5261	g/m^2 (oz/yd^2)	525 (15.5)
Thickness Under Load	ASTM D5199		
0.29 psi (2 kPa)[2]		mm (mils)	3.0 (118)
2.9 psi (20 kPa)[2]		mm (mils)	2.5 (98)
29 psi (200 kPa)[2]		mm (mils)	1.0 (39)
Wide Width Tensile Strength[2]	ASTM D4595	kN/m(lbs/ft)	10 (685)
Wide Width Elongation[3]	ASTM D4595	%	130
Water Permeability in Normal Direction under load	DIN 60500-4		
2.9 psi (20 kPa)[2]		m/s	1 x 10^{-4}
In-plane Water Permeability	ISO 12958		
2.9 psi (20 kPa)[2]		m/s	5 x 10^{-4}
29 psi (200 kPa)[2]		m/s	2 x 10^{-4}
Alkali Resistance[2]	EN 13249, Annex B	% PP or PE	96
UV Resistance (at 500 hours)[2]	ASTM D 4355 or EN 12224	% strength retained	60

[1]Typical
[2]Minimum
[3]Maximum

5. Anchor nails/fasteners shall be acceptable for use in securing the geotextile to the underlying asphalt pavement layer.

PART 3 - EXECUTION

3.1 GEOTEXTILE

A. Where the Drawings specify geotextile, the filter material shall be spread uniformly on the prepared surfaces.
B. Sampling and Testing Requirements:
   1. Samples for testing purposes shall be taken in accordance with Test Method "Tex-735-I, Sampling Construction Fabrics."
   2. Testing shall be in accordance with the appropriate ASTM or Test Method "Tex-616-J, Testing Construction Fabrics."
C. Basis for Rejection:
   1. Should any individual sample selected at random from 100 rolls, or fraction thereof, fail to meet any Specification requirement, then that roll shall be rejected and 2 additional samples shall be taken, one from each of 2 other additional rolls selected at random from the same 100-roll lot, or fraction thereof.
   2. If either of these 2 additional samples fail to comply with any portion of the Specification, then the entire quantity of rolls represented by that sample shall be rejected.

D. Installation:

1. Place the material as shortly before the construction of the concrete pavement as possible to minimize potential for damage.
2. Roll the material onto the asphalt paving, keeping the nonwoven geotextile tight with no wrinkles or folds.
3. Roll out sections of material in a sequence that will facilitate good overlapping, prevent folding or tearing by construction traffic, and minimize the potential that the material will be disturbed by the paver.
4. Overlap sections of the nonwoven geotextile material a minimum of 6 inches and a maximum of 10 inches and ensure that no more than three layers overlap at any one point.
5. Secure the material with pins (nails) punched through 2.0- to 2.75-inch galvanized disks placed 6 feet apart or less. Refer to manufacturer's recommendations for pin placement.
6. Lightly dampen nonwoven geotextile prior to concrete placement to prevent drawing water from the mix. Do not saturate the geotextile.
7. Avoid driving on the nonwoven geotextile material unless necessary, and never make sharp turns on the material with vehicles. Avoid having the nonwoven geotextile exposed to heavy turning traffic until paving is completed.

3.2 MEASUREMENT

A. Nonwoven geotextile interlayer will be measured based on the square yards of material installed, excluding waste and overlap.

3.3 PAYMENT

A. Nonwoven geotextile will be paid for at the unit price per square yard which shall include all labor, material, supplies, superintendence, and all other incidental items including pins.

Payment will be made under:

Item MC, Nonwoven Geotextile Interlayer (including anchors), complete in place, per square yard.

END OF SECTION

ITEM MC - MISCELLANEOUS CONSTRUCTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes adjusting utility handhole to grade per Plans.

PART 2 - MATERIALS

2.1 ADJUST HANDHOLE TO GRADE

A. Raise existing utility handhole within Project area to a new elevation per Project Plans. Work shall include preserving existing wiring within handhole, removing upper portion of handhole, and placing a new metal lid and reinforced concrete top. New metal lid and ring shall be rated for H-20 traffic. (Handhole is not located in an aircraft traffic area.)

B. Item shall include all additional work to revise handhold to grade, such as removing top per plans, new lid and ring, additional diagonal rebar, expansion joints surrounding lid, elastomeric sealant between new top and existing handhole walls, and all coordination, miscellaneous materials, and labor to construct new lid within planned concrete pavement jointing. Concrete surrounding lid will be paid via Item P-501, 10-inch-thick concrete pavement.

C. Work shall include all labor, materials, and incidentals necessary for complete finished installations.

PART 3 - EXECUTION (Not Used)

END OF SECTION

APPENDIX A: GEOTECHNICAL REPORT

W. C. HAMILTON ENGINEERING, INC.

PAVEMENT INVESTIGATION

RECONSTRUCTION OF AIR CARRIER RAMP

MIDLAND INTERNATIONAL AIR & SPACE PORT

MIDLAND, TEXAS

PACKET 11.280 August 27, 2024

(BACK OF FRONT COVER)

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PAVEMENT INVESTIGATION
RECONSTRUCTION OF AIR CARRIER RAMP
MIDLAND INTERNATIONAL AIR AND SPACE PORT
MIDLAND, TEXAS

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PARKHILL

MIDLAND, TEXAS

APRIL 21, 2022

PROJECT NO. 14030322

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PAVEMENT INVESTIGATION

RECONSTRUCTION OF AIR CARRIER RAMP

MIDLAND INTERNATIONAL AIR AND SPACE PORT

MIDLAND, TEXAS

INTRODUCTION

General: This pavement investigation at the site of an existing air carrier ramp at the Midland International Air and Space Port in Midland, Texas, was authorized by signed agreement on March 9, 2022, by Mr. Danny G. Winchester, P.E., Firm Principal, Parkhill, Midland, Texas, and was performed in general accordance with our letter proposal dated March 4, 2022.

The purpose of this investigation has been to determine the subsurface soil properties and strengths for the proposed pavement study.

The site is located northeast of the north end of the existing Midland International Air and Space Port terminal building. The general location of the site is shown on the aerial photograph on Plate I in Appendix A.

Subsurface Exploration: Subsurface materials at the site were explored by a total of four borings at locations selected by Parkhill personnel. The borings were drilled to a maximum depth of 10.0 feet. The approximate boring locations are shown on Plate I in Appendix A. Field drilling operations were completed with the plugging of the holes on March 22, 2002.

The borings were advanced using continuous sampling techniques. At the direction of the geotechnical engineer, the materials were monitored during the drilling operations for any signs of physical changes in the materials. Thicknesses of pavement sections were obtained from each boring and are reported on the Logs of Boring. An auger bit was used to advance each boring

the entire depth of the hole. These samples were visually examined, identified, wrapped and sealed in plastic, when appropriate, and placed in core boxes for transportation to the laboratory.

The Standard Penetration (SPT) Test, ASTM D1586, was conducted at various intervals of depth during the exploration to aid in strength evaluations. This test procedure drops a 140 pound hammer from a height of 30 inches to advance a split barrel drive point. Depending on the resistance of the materials to penetration by the drive point, either the number of blows required to advance the drive point 12 inches, 50 blows resulting in six inches or less penetration, or the inches of penetration due to 100 blows is recorded. Results of the SPT tests are shown on the left-hand side of the Logs of Boring. The SPT samples were visually examined, identified, and wrapped and sealed in plastic for transportation to the laboratory.

Samples obtained from the field operations that were not utilized in the laboratory testing will be stored for 30 days from the date of this report. After that time they will be discarded unless written notification is received.

Laboratory Testing: The soil samples were returned to the laboratory where they were re-examined and the visual classifications checked by the geotechnical engineer. Selected specimens were chosen for testing to identify their soil classifications and natural moisture contents. The specific tests conducted are summarized as follows:

- Atterberg Limits Tests
- Percent Passing No. 200 Sieve Tests
- Natural Moisture Content Tests

The Atterberg Limits tests, percent passing No. 200-mesh sieve tests, and natural moisture content tests were used to evaluate the basic engineering properties of the soil. The results of these tests and the classifications of the subsurface materials are shown in the summary on Plate II in Appendix A. The soil classifications refer to the Unified Soil Classification System.

Summary: The results from the field exploration and the laboratory investigation are contained in the Appendixes.

SUBSURFACE MATERIALS AND CONDITIONS

Stratification: Specific types and depths of the subsurface strata encountered in the borings are shown on the attached Logs of Boring in Appendix B. In general, the subsurface materials encountered from the ground surface down consisted of:

Stratum I Pavement Section comprised of 4.75 to 5.0 inches of Hot Mix Asphaltic Concrete (HMAC) and 3.5 to 4.0 inches of base material;

Stratum II Brown or Reddish Brown CLAYEY or SILTY CLAYEY SAND with Calcareous Particles 4.25 to 5.8 feet in thickness;

Stratum III Tan CALICHE (some rock-like) at least to the bottoms of the borings.

Material Characteristics: The results of the SPT tests indicate that the CLAYEY and SILTY CLAYEY SANDS were medium dense to dense in relative density. The CALICHES were mixtures of silts, sands, clays and calcareous particles (particle size ranged from gravel to cobble size) in a matrix of calcium carbonate cement. The CALICHES were in a poorly-cemented to well-cemented condition. Excavations into the CALICHES will be difficult.

Subsurface Water Conditions: The borings were advanced to a depth of 10.0 feet using dry sampling techniques. Groundwater was not encountered in the borings during the geotechnical drilling operations. Notes on groundwater observations are contained on the Logs of Boring in Appendix B.

Be aware that these limited observations do not represent a groundwater study which was beyond the scope of this investigation, and that due to the nature of subsurface water and its relationship to climatic influences, the groundwater may be intermittent and of varying quantities and depths due to changes in the seasonal moisture content.

OTHER DESIGN CONSIDERATIONS

Other Design Values: Based on the results of the plasticity index tests, sieve analyses, and correlations of the results with similar materials, the following are recommended design values for the properties of the on-site materials:

Angle of Internal Friction (Ø):	CLAYEY and SILTY CLAYEY SANDS:	15°
	CALICHES:	30°
Modulus of Subgrade Reaction for Mats and Concrete Pavements (pci):		250
Ultimate Friction Factor between Soil and Base Concrete:		(Unformed) 0.4 to 0.5 (Formed) 0.3
Unit Weight of Soil:		115 pounds per cubic foot

LIMITATIONS OF THIS INVESTIGATION

This report has been prepared based on a specific site and specific use and was authorized and performed under a signed contract with a scope of services negotiated for the specific project. Others not signature to the contract are responsible for their own due diligence. The use or reliance of this report by others constitutes their acceptance of the terms and conditions of the original contract (provided upon written request).

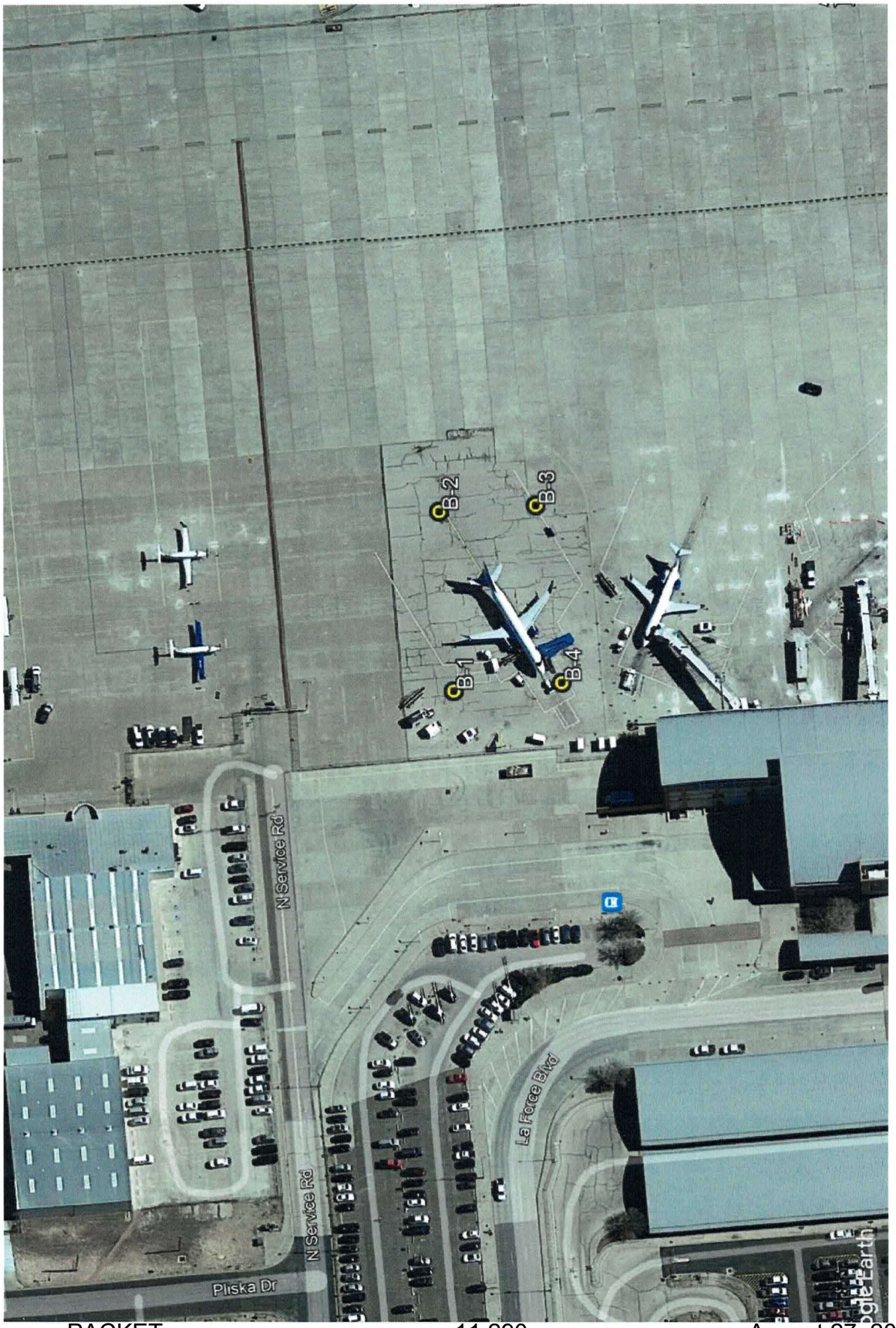
The geotechnical engineer must be consulted prior to this report being used for other than the specific project and use for which this report was written. Also, the geotechnical engineer must be consulted should the project scope change after publication of this report.

The subsurface materials and conditions are known only at the specific boring locations and within the depths explored. Subsurface conditions have been extrapolated based on known conditions in the borings, and actual field conditions elsewhere at the site may differ from those described in this report due to geological, prior use, or other factors. For this reason, we recommend that the geotechnical engineer be retained through the construction phase to include plan review and to identify variations in subsurface materials and conditions and to confirm that the recommendations contained in this report are applicable to subsurface conditions encountered elsewhere on this site.

This report should not be copied without permission of the geotechnical engineer. When copied with his/her permission, the report should be copied in its entirety and in no case should the boring logs be separated from the body of the report.

It is recommended that the construction materials testing laboratory shall meet the basic requirements of ASTM E329, but as a minimum shall have demonstrated satisfactory performance in the AASHTO Materials Reference Laboratory Proficiency Sample Program in soils and concrete.

APPENDIX A



SITE VICINITY MAP AND APPROX. BORING LOCATIONS

Project No. 14030322

Reconstruction of Air Carrier Ramp
Midland International Air and Space Port, Midland, Texas

PLATE I

SUMMARY OF SOIL CLASSIFICATION TEST RESULTS

Boring/ Test Pit Number	*Depth in Feet*	*Liquid Limit %*	*Plasticity Index %*	*% Passing 200-mesh Sieve*	*Natural Moisture Content %*	*Classi-fication*	*Material Description*
B-1	1.0-2.5	24	8	28.1	7.7	SC	Brown CLAYEY SAND w/Calcareous Particles
B-1	2.5-4.0	26	11	32.9	11.0	SC	Brown CLAYEY SAND w/Calcareous Particles
B-2	1.0-2.5	21	7	39.7	12.1	SC-SM	Brown SILTY CLAYEY SAND w/Calcareous Particles
B-2	2.5-5.0	25	6	24.6	6.9	SC-SM	Brown SILTY CLAYEY SAND w/Calcareous Particles
B-2	5.0-6.5	29	14	45.5	15.2	SC	Reddish Brown CLAYEY SAND w/Calcareous Particles
B-3	1.0-2.5	21	6	39.0	12.5	SC-SM	Brown SILTY CLAYEY SAND w/Calcareous Particles
B-3	2.5-4.0	23	9	41.1	14.8	SC	Brown CLAYEY SAND w/Calcareous Particles
B-3	5.0-6.5	23	8	21.2	6.6	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	1.0-2.5	23	8	30.6	9.9	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	2.5-4.0	28	10	45.8	14.0	SC	Brown CLAYEY SAND w/Calcareous Particles
B-4	9.0-10.5	49	15	17.6	12.9	SM	Tan CALICHE

TEST RESULTS	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland International Air and Space Port Midland, Texas	**PLATE II**

APPENDIX B

KEY TO LOG OF BORING

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
			4.5	Push Tube Sample and Pocket Penetrometer Result							
			18	Standard Penetration Test Sample and "N" Value							
5				Cuttings Sample							
			C-5.0 R-4.5 RQD 50.0	Core Sample							
				Testable Core Sample							
10				Unit Dry Weight Test Result, pcf	115.8						
				Unconfined Compression Test Result, tsf		4.35					
15				Moisture Content Test Result, %			12.8				
				Atterberg Limits Test Results				25	12		
				Passing No. 200-Mesh Sieve Test Result, %						66.3	
20				Unified Soil Classification							CL
				Water Surface Level ▽ Water Surface							
25				Date 01/01/2020							

SYMBOLS

LEAN CLAY (CL)	SAND (SP)		CALICHE
FAT CLAY (CH)	GRAVEL (GP)		LIMESTONE
CLAYEY SAND (SC)	SILT (ML)		SANDSTONE
SILTY SAND (SM)	ELASTIC SILT (MH)		SHALE

Groundwater Note: The boring was advanced to a depth of ____ feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No.	Date:	Type:	BORING NO.
	Project Name Location		Air Rotary	

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDW pcf	UC tsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (5" HMAC; 4" Base)							
			42	Brown CLAYEY SAND			7.7	24	8	28.1	SC
			20	with Calcareous Particles			11.0	26	11	32.9	SC
5											
			50	= 2"							
				Tan CALICHE (some rock-like)							
10			100								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-1

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (5" HMAC; 4" Base)							
			27	Brown SILTY CLAYEY SAND with Calcareous Particles			12.1	21	7	39.7	SC-SM
			80				6.9	25	6	24.6	SC-SM
5											
			50	= 5.5" Reddish Brown CLAYEY SAND with Calcareous Particles			15.2	29	14	45.5	SC
				Tan CALICHE (some rock-like)							
10			100								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-2

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (4.75" HMAC; 3.5" Base)							
		X	16	Brown SILTY CLAYEY SAND w/Calcareous Part.			12.5	21	6	39.0	SC-SM
		X	22	Brown CLAYEY SAND with Calcareous Particles			14.8	23	9	41.1	SC
5											
		X	76				6.6	23	8	21.2	SC
				Tan CALICHE (some rock-like)							
10		X	100								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-3

DEPTH FEET	SYMBOL	SAMPLE	TEST	MATERIAL DESCRIPTION	UDWpcf	UCtsf	MC	LL	PI	%-200	SOIL CLASS
				Pavement Section (4.75" HMAC; 3.5" Base)							
			91	Brown CLAYEY SAND with Calcareous Particles			9.9	23	8	30.6	SC
			13				14.0	28	10	45.8	SC
5											
			46	Tan CALICHE (some rock-like)							
							12.9	49	15	17.6	SM
10			44								
				Total Depth of Boring = 10.0 Feet							
15											
20											
25											
30											
35											
40											

Groundwater Note: The boring was advanced to a depth of 10.0 feet below the ground surface without using drilling fluid and groundwater was not encountered above that depth.

LOG OF BORING	Project No. 14030322 Reconstruction of Air Carrier Ramp Midland Int'l Air & Space Port, Midland, TX	Date: 03-22-2022	Type: Auger	BORING NO. B-4

APPENDIX B: CONSTRUCTION SAFETY AND PHASING PLAN

Parkhill

Midland International Air & Space Port

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Midland Air & Space Port (MAF)

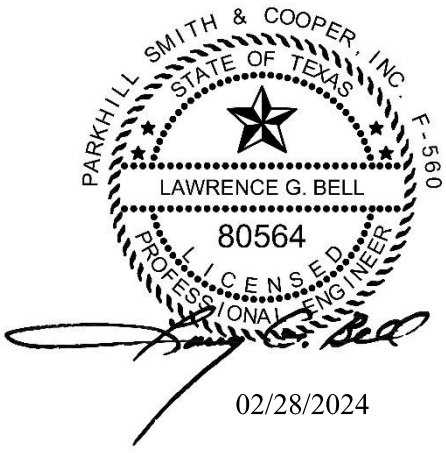
Reconstruct Asphalt Air Carrier Apron
Midland, Texas

PACKET 11.299 August 27, 2024

March | 2024
Parkhill Project #01618922

Parkhill

Midland International
Air & Space Port



CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

Midland Air & Space Port (MAF)

Reconstruct Asphalt Air Carrier Apron
Midland, Texas

March | 2024
Parkhill Project #01618922

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APPENDIX E: SPCD SAMPLE

Project Name: MAF Reconstruct Asphalt Air Carrier Apron

Sponsor's Agent:

Justine Ruff, Director of Airports
City of Midland, Texas
PO Box 60305
Midland Texas 79711
432.560.2200 x3010

Aaron Easton, Deputy Director of Airports
City of Midland, Texas
PO Box 60305
Midland Texas 79711
432.560.2200 x3010

Consultant/Engineer:

Danny Winchester, PE, Project Manager
Parkhill
1700 West Wall Street Suite 100
Midland, Texas 79701
432.697.1447

Larry Bell, P.E., Project Engineer
Parkhill
1700 West Wall Street Suite 100
Midland, Texas 79701
432.697.1447

Grant/Project Numbers: FAA AIP No.: 3-48-0150-069-2022

Engineer's Project No.: 01618922

1. COORDINATION

A. PROJECT MEETINGS

Predesign Conference. A Predesign Conference was held between Midland International Air & Space Port (MAF) staff and Parkhill personnel. Items discussed included Project Scope, phasing, design, schedule, survey, unique Project elements/areas of potential concern, and utilities.

Prebid Conference. A Prebid Conference in accordance with FAA AC 150/5300-9B will be held for Consulting Engineer, MAF, and FAA to discuss Project details and allow Contractors to ask Project-specific questions. Prebid Conference will be led by MAF with assistance from Parkhill.

Preconstruction Meeting. A Preconstruction Meeting, in accordance with FAA AC 150/5370-12B, will be held before issuance of Notice to Proceed. At minimum, required attendees will be MAF, Consulting Engineer, Resident Project Representative (RPR), Prime Contractor, and all subcontractors.

Construction Progress Meetings. Construction progress meetings will be held throughout Project duration, typically monthly. At minimum, required attendees will be Airport administrative staff, Consulting Engineer, RPR, Prime Contractor, and all subcontractors performing Work during the current period. Construction phasing and safety will be a standing item at all Construction Progress Meetings. Other ongoing agenda items will include:

- Project Schedule
- Safety/Security
- Project Coordination
- Construction Issues
- Submittals Review
- Request for Information (RFI) Review
- Change Orders Review

- Environmental Issues
- Quality Assurance (Test Reports)
- Record Drawings
- Pay Application Review
- General Discussion

Consulting Engineer will prepare and distribute meeting minutes for all meetings.

B. SCOPE

Remove existing asphaltic pavement and replace with air carrier strength concrete pavement.

Any changes in Project Scope will require a revision to the CSPP, which must be approved by MAF and FAA.

C. FAA AIR TRAFFIC CONTROL TOWER (ATCT) COORDINATION

MAF Operations shall coordinate communication with MAF Air Traffic Control Tower (ATCT). FAA ATCT personnel will be invited to preconstruction and construction progress meetings to discuss construction schedule and Project phasing. Before any Project construction phase beginning or ending, a meeting to discuss pavement closure or ending shall be attended by MAF Operation staff, Consulting Engineer, FAA Regional ADO representative, FAA ATCT personnel, Contractor, etc.

2. PHASING

Refer to Phasing Plans included in Appendix A for limits of each phase.

A. BID PACKAGE (300 CALENDAR DAYS TOTAL)

- Phase 1 and Phase 2.
- Construction Phasing Drawings may be reviewed in Appendix A.

B. PROJECT SCHEDULE

Contractor must submit a Project Schedule and Phasing Plan at/before preconstruction meeting. Any changes made to Project Schedule or Phasing will require a revision to CSPP which must be approved by MAF and FAA.

3. AREAS/OPERATIONS AFFECTED BY CONSTRUCTION

No protected surfaces are anticipated to be affected by construction for this Project.

4. NAVIGATION AID (NAVAID) PROTECTION

A. NAVAIDS IN CLOSE PROXIMITY TO WORK AREA

No NAVAIDs are near work area; therefore, no physical impact to any NAVAIDs is anticipated.

5. CONTRACTOR ACCESS

A. GENERAL

Airport security is a vital part of Contractor responsibility during the Project. Contractor and employees, subcontractors, suppliers, and representatives shall always follow security guidelines, rules, and regulations of MAF and the Transportation Security Administration (TSA) during Project execution. Contractor is directly responsible for all fines or penalties levied against MAF as a result of any breach of security or safety caused by Contractor or employees, suppliers, subcontractors, or representatives.

B. AIRPORT OPERATIONS AREA (AOA)

Airport Operations Area (AOA) is any portion of the Airport property normally secured against unauthorized entry. AOA includes all areas specifically reserved for aircraft operations, support equipment, and personnel. Generally, AOA boundaries are Airport outer security fencing and any building that forms part of secured perimeter. When necessary to cross pavement surface on airfield, Contractor shall daily inspect all paved surfaces for Foreign Object Debris (FOD) and before reopening pavement surface to air traffic. Final inspection shall be by MAF Operations. Contractor shall never leave opening in secure fence.

C. MAF SECURITY BADGES

Contractor is responsible for obtaining a photo-identification security badge issued by MAF Operations for each supervisor or foreman of every work crew working within AOA. Contractor shall obtain MAF Operations security badges for at least one member of each work crew working in separate areas of AOA. All individuals responsible to the Contractor, including employees, subcontractors, suppliers, or representatives, obtain and display a MAF Operations security badge, or are directly escorted/supervised by an individual displaying a current MAF Operations security badge.

Contractor may obtain MAF security badges from MAF Operations Department. MAF Operations reserves the right to limit the number of security badges issued to Contractor. MAF Operations will charge Contractor for each security badge issued. Fingerprint verification will be an additional cost. Total cost is covered by Contractor and not refundable. An additional fee will be charged for lost or destroyed badges.

MAF Operations security badges shall always be worn and easily visible while working within the AOA. Badge holder shall be familiar with and obey all regulations, security, and safety rules. MAF Operations security badge may be confiscated, and all security rights revoked by MAF Operations upon breach of any security or safety regulations at Operation discretion. MAF Operations badge holder shall surrender badge at Project completion, transfer or termination of employment, or any time at MAF Operations request.

MAF shall conduct a background check of each applicant for an MAF Operations security badge. Contractor is responsible for completing required forms and submitting to MAF Operations for review as early in the Project as possible to avoid construction delays. Forms for completing required background checks are available through MAF Operations after Project award. MAF Operations shall be responsible for reviewing background checks. Only persons whose application is approved by MAF Operations, are issued security badges. MAF Operations reserves the right to bar anyone from the AOA found by background check to be, in the opinion of MAF Operations, a risk to AOA security or safety.

At Project completion, Contractor shall return all MAF Operations-issued security badges to MAF Operations. MAF Operations will charge an additional fee for each lost or destroyed MAF Operations-issued security badge. All MAF Operations-issued security badges must be accounted for and surrendered at Project completion. Failure to account for and surrender all MAF Operations-issued security badges will constitute grounds for withholding retainage from final pay estimate amount.

D. CONTRACTOR'S ENTRANCE GATE

Adjacent to Contractor entrance gate outside AOA, Contractor shall provide a parking area for employee's personal automobiles. Engineer directs limits of this parking/storage area. At Project completion, any damage done by Contractor to this area shall be repaired to Engineer satisfaction at no additional cost to Owner. Repairs shall include but not limited to regrading, reseeding, and/or repaving any damaged areas.

Contractor is responsible for and shall control all movement through Contractor entrance gate. Only authorized personnel and vehicles are allowed to enter AOA through this gate. Pedestrian walkthroughs are not allowed through vehicular gate. When not in immediate use, Contractor shall securely lock gate to prevent entrance by unauthorized persons or vehicles. Upon request, Contractor shall provide Director of Aviation and MAF Operations with duplicate keys (for key locks) or combinations (for combination locks) to lock(s) used to secure Contractor entrance gate to AOA.

If construction activities, such as hauling materials, require Contractor entrance gate to AOA remain open for long periods, Contractor may, upon MAF Operations approval, leave gate open and provide a full-time watchguard at the gate. Watchguard shall be approved for and possess an MAF Operations-issued security badge. If this security arrangement is desired and approved, gate shall be manned by a watchguard while gate remains open. Watchguard shall be a Contractor representative and responsible for all movement through gate. Again, only authorized persons and vehicles are allowed by Contractor's watchguard to enter AOA.

E. CONTRACTOR'S PLANT SITE, STORAGE, AND OFFICE AREA

Contractor is held completely responsible for any damage or deterioration in areas allowed for Contractor use as well as for maintenance and dust control for Project duration.

Direct negotiation may be conducted with Director of Aviation for any areas desired. Areas used by Contractor may be subject to rental rates and fees as Director of Aviation identifies.

Contractor shall completely restore, at own expense, areas occupied including but not limited to regrading disturbed areas, complete removal of debris, or any other material Contractor brings onto site, as well as complete replacement of topsoil, turf, asphalt pavement, concrete slabs, or drives, etc. that were worn, deteriorated, or damaged while Contractor and forces occupied area. All restoration shall be to Director of Aviation's satisfaction.

Prior to moving into an unpaved area, Contractor shall clear and grub as well as remove and stockpile a minimum 6 inches of existing topsoil. After Project completion and clearing site of materials, equipment, and debris, Contractor shall replace, spread, and grade salvaged topsoil, followed by seeding and fertilizing.

All restoration activities shall be accomplished per applicable Technical Specifications.

No direct payment will be made to Contractor for preparing or restoring plant site haul routes, storage, or office areas.

For all projects with an onsite concrete or hot-mix asphalt batch plant, and for projects involving pug-mill produced material, a concrete or asphalt paved material stockpile area is required. Stockpile all materials to incorporate into concrete, hot mix, cement-treated base (CTB), or other similar material on a specially prepared concrete or asphalt pad so stockpile contamination does not occur. Stockpile area shall be restored to pre-Project conditions.

F. VEHICLE ESCORT

All vehicles responsible to Contractor entering AOA, (supplier vehicles, etc.), shall be escorted by an approved Contractor escort vehicle from point of AOA entry to construction site. Escort vehicle shall be clearly identified with standard FAA specified markings and/or flags as well as marked with Contractor name.

Escort vehicle is responsible for leading supply, delivery, or other vehicles across active ramp to the work area. To facilitate safe movement of escort vehicle and escorted vehicles, driver of escort vehicle shall be approved for, issued, and display an MAF Operations security badge. Further, escort vehicle driver shall be familiar with MAF security and safety procedures.

G. CHALLENGING UNAUTHORIZED PERSONNEL OR VEHICLES:

Contractor and employees, subcontractors, suppliers, and representatives who are issued an MAF Operations security badge, are responsible for challenging any person/vehicle found on AOA or other non-public area who does not display, cannot produce a valid MAF Operations security badge, or is not under escort or direct supervision of a person possessing a valid MAF Operations security badge. Advise the person he/she is within a restricted area and inform of an appropriate exit route. Should unauthorized person refuse to exit restricted area, immediately notify MAF Operations for further action and keep unauthorized person under surveillance until MAF Operations arrives.

Any expired or altered badge or badge bearing a photograph not matching bearer shall be brought to the attention of MAF Operations and immediately confiscated by MAF Operations or Airport Police.

H. CONTRACTOR'S SAFETY PLAN (CSP)

Contractor is required to submit a Construction Safety Plan (CSP) as part of the submittal process before construction. Always adhere to CSP. MAF reserves the right to have Contractor amend CSP at any time if concerns arise.

Contractor's escort vehicle will be responsible for leading supply, delivery, or other vehicles across active ramp to the work area. To facilitate safe movement of escort and escorted vehicles, escort vehicle driver shall be approved for, issued, and display an MAF security badge. Further, escort vehicle driver shall be familiar with airport security and safety procedures.

I. TWO-WAY RADIO COMMUNICATIONS

MAF does not permit Contractor to contact ATCT; therefore, Contractor will not be required to have two-way radios. Communication will be through MAF Operations staff.

6. WILDLIFE MANAGEMENT

A. TRASH

Contractor must dispose all trash in a covered trash can or other method, not allowing trash to become a hazard or animal attractant.

B. STANDING WATER

Contractor shall minimize standing water.

C. TALL GRASS AND WEEDS

Contractor must maintain construction area grass to height required by MAF.

D. POORLY MAINTAINED FENCING AND GATES

Contractor shall maintain any fencing or gates in good condition, proper working order, and gap under fence or gate shall not exceed 3 inches.

E. DISRUPTION OF EXISTING WILDLIFE HABITAT

In event of wildlife habitat, Contractor will immediately notify MAF and Engineer.

7. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

Contractor shall train and emphasize to construction site employees the need for continuous Foreign Object Debris (FOD) checks on or near active airfield pavement.

Contractor must conduct FOD checks before and after each construction shift at a minimum and monitor nearby active pavements throughout construction shift.

8. HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT

Hazardous materials will be handled and stored per latest revision to FAA Advisory Circular 150/5370-2G - Operational Safety on Airports during Construction. Contractor must be prepared to immediately contain and clean spills resulting from fuel, oil, petroleum products, or hydraulic fluid leaks. Transportation and handling of other hazardous materials on Airport requires additional special procedures as addressed in latest revisions to FAA Advisory Circular 150/5320-15A - Management of Airport Industrial Waste. All spills must be immediately reported to MAF Operations at 432.560.2200.

9. CONSTRUCTION ACTIVITY NOTIFICATIONS

A. RESPONSIBLE REPRESENTATIVES / POINTS OF CONTACT

MAF

Name	Position	Phone
Aaron Easton	Deputy Director of Airports	432.560.2200 x3010
Nick Krakovec	Airport Operations Supervisor	432.560.2200 x3006

Parkhill, Engineer/Consultant

Name	Position	Phone
Danny Winchester, P.E.	Project Manager	432.697.1447
Larry Bell, P.E.	Project Engineer	432.697.1447
Ben Evans	RPR	432.697.1447

TBD, Quality Assurance Testing

Name	Position	Phone

***** Insert Contractor and subcontractor personnel information upon Project award. *****

_____, Contractor

Name	Position/Trade	Phone

_____, Subcontractor

Name	Position/Trade	Phone

_____, Subcontractor

Name	Position/Trade	Phone

B. NOTICES TO AIRMEN (NOTAM)

MAF is responsible for issuing any Notice to Airmen (NOTAM) required before Project begins, as Project progresses, and will cancel NOTAMs at completion of intermediate construction phases of Project, as required. Contractor shall closely coordinate anticipated and required NOTAMs with MAF and provide MAF at least 72 hours' notice of necessary NOTAMs.

C. EMERGENCY NOTIFICATION PROCEDURES

In case of emergency, Contractor shall immediately call 911 first, then MAF Operations, then Engineer.

D. AIRCRAFT RESCUE AND FIREFIGHTING (ARFF) NOTIFICATIONS

During airport emergencies, all ARFF vehicles always have the immediate right of-way and may traverse any and all known roadways throughout airfield. Contractor, subcontractors, and suppliers shall immediately yield right-of-way to all Airport ARFF personnel and equipment.

Owner and Engineer shall be notified in writing at least 72 hours in advance if water lines or fire hydrants are out of service. 72-hour advance notification shall also be provided prior to performing any work that may close or affect an emergency rescue and firefighting route.

MAF Administration/Operations will communicate with MAF ARFF as needed to ensure MAF ARFF remain aware of construction activities.

E. FAA NOTIFICATION

Contractor will notify Consulting Engineer and MAF 72 hours in advance of any work near NAVAIDs or shutdowns affecting NAVAIDs owned by FAA.

No NAVAIDs are anticipated to be affected by this Project. All communication with FAA Air Traffic Control Tower (ATCT) shall be through MAF.

10. INSPECTION REQUIREMENTS

A. DAILY INSPECTIONS

Contractor shall perform daily safety, security, and phasing inspections to ensure CSPP compliance. Document inspections in Contractor's Daily Logs/Quality Control Logs.

Contractor is required to submit a Quality Control Plan (QCP) for Owner or designated representative review before any construction. QCP will address specific requirements for inspection of individual specification/pay items including test method, sampling point, testing frequency for each item, and proposed remediation action for each item if it does not meet Specification requirements. QCP will also provide direction on developing inspection reports and what to include. QCP will likely be developed in whole or in conjunction with selected Quality Control firm. QCP shall include and address Construction Management Plan (CMP) requirement.

B. FINAL INSPECTIONS

MAF will perform final safety inspection before opening any airfield pavement to aircraft.

11. UNDERGROUND UTILITIES

Contractor shall locate, mark, and protect all utilities and infrastructure during construction. Location of utilities shall include notification of Texas One Call system, as well as coordination with MAF.

Report damage to any FAA-owned utility to MAF Operations. Contractor bears complete cost of repairs.

12. PENALTIES

If Contractor is, at Engineer and MAF discretion, continuously negligent towards construction site safety, or refuses to comply with safety requirements, Contractor access to airfield may be suspended until Contractor complies. No reimbursement for delay will be granted under this circumstance. This would include negligence towards FOD control.

13. SPECIAL CONDITIONS

A. FAA FORM 7460-1

- Consulting Engineer will prepare and submit FAA Form 7460-1 for Project scope and proposed Construction Safety and Phasing Plan (CSPP).
- Contractor shall submit Form 7460-1 on all equipment over 20 feet high.
- A blank Form 7460-1 - Notice of Proposed Construction or Alteration, is included in Appendix B. Contractor shall submit supplemental FAA Form 7460-1 to FAA at least 45 days prior to utilization of equipment in excess of 20 feet in height.

B. ONSITE BURNING AND BLASTING

Onsite burning and blasting are prohibited.

C. GUN PROHIBITION ON AIRPORT PROPERTY

No firearms or guns are allowed on MAF property.

14. RUNWAY AND TAXIWAY VISUAL AIDS

Airport marking, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials to minimize damage to an aircraft in the event of inadvertent contact.

Lighting, signs, and NAVAIDs located within object-free area must be frangible.

15. MARKING AND SIGNS

A. ACCESS ROUTE

Contractor required to mark access routes and haul routes with lathes and flag tape.

B. APPROVED WORK AREAS

Contractor must mark approved work areas with lathes and flag tape to ensure construction personnel and equipment remain in approved areas.

16. HAZARD MARKING AND LIGHTING

A. EQUIPMENT

- Contractor vehicles shall be clearly identified with Contractor name, standard FAA marking, lighting, and/or flags. Rotating amber beacons are required for all nighttime work.
- Contractor shall submit 7460s on all equipment over 20 feet in height.
- Any request to use nighttime lighting will be provided in writing two weeks prior to requested start time, from Contractor to Engineer and MAF for approval.

B. WORK AREAS

- Contractor shall provide temporary, low-profile barricades to delineate safe operating areas for aircrafts.
- Barricades shall have flashing red lights.
- Contractor must inspect lights each evening and immediately replace any lights not operating correctly.
- Contractor will be fined for non-working lights as indicated in Project Specifications.
- Line perimeter construction area with low-profile aviation barricades spaced at 5 feet.

17. WORK ZONE LIGHTING FOR NIGHT CONSTRUCTION

If accomplishing work at night, Contractor-provided lighting equipment must adequately illuminate work area. Present a Lighting Plan to MAF, Engineer, and FAA at least 14 days before commencing nighttime construction activities. Requirement for Lighting Plan are stated in Section 3.22 of FAA AC 150/5370-2G.

18. PROTECTION

A. RUNWAY SAFETY AREA (RSA)

No construction or material stockpile shall occur within an active RSA. Contractor shall mark out RSA before construction. RSA is 500 feet wide and extends 1,000 feet beyond runway end for all runways.

B. RUNWAY OBJECT FREE AREA (ROFA)

No material stockpile will occur within an active ROFA. ROFA is 800 feet wide and 1,000 feet beyond runway end for all runways.

C. TAXIWAY SAFETY AREA (TSA)

No construction or material stockpile shall occur within an active TSA. TSA is 171 feet wide.

D. TAXIWAY OBJECT FREE AREA (TOFA)

No material stockpile shall occur within an active TOFA. TOFA is 259 feet wide.

E. OBSTACLE FREE ZONE (OFZ)

No construction activity or material stockpile will penetrate OFZ.

F. RUNWAY APPROACH/DEPARTURE SURFACES

No construction activities will penetrate active approach/departure surfaces.

G. OPEN TRENCHES

Open trenches are not permitted within RSA of an open runway or TSA of an open taxiway. Contractor shall prominently mark any open trench or excavation at construction site with lighted barricades.

H. SAFETY INFORMATION

Refer to Appendix A for safety information.

I. JET BLAST

Contractor shall take precautions to minimize effects of jet blast, particularly in areas near runway threshold.

J. ELECTRICAL LOCK OUT/TAG OUT REQUIREMENTS

Contractor shall prepare lockout/tag out plan and communicate procedures to all staff.

K. CLOSED PAVEMENT AREAS

Where shown on Construction/Safety Plan, Contractor shall denote closed pavement using low-profile aviation barricades. Refer to Plans for details.

19. OTHER CONSTRUCTION LIMITATIONS

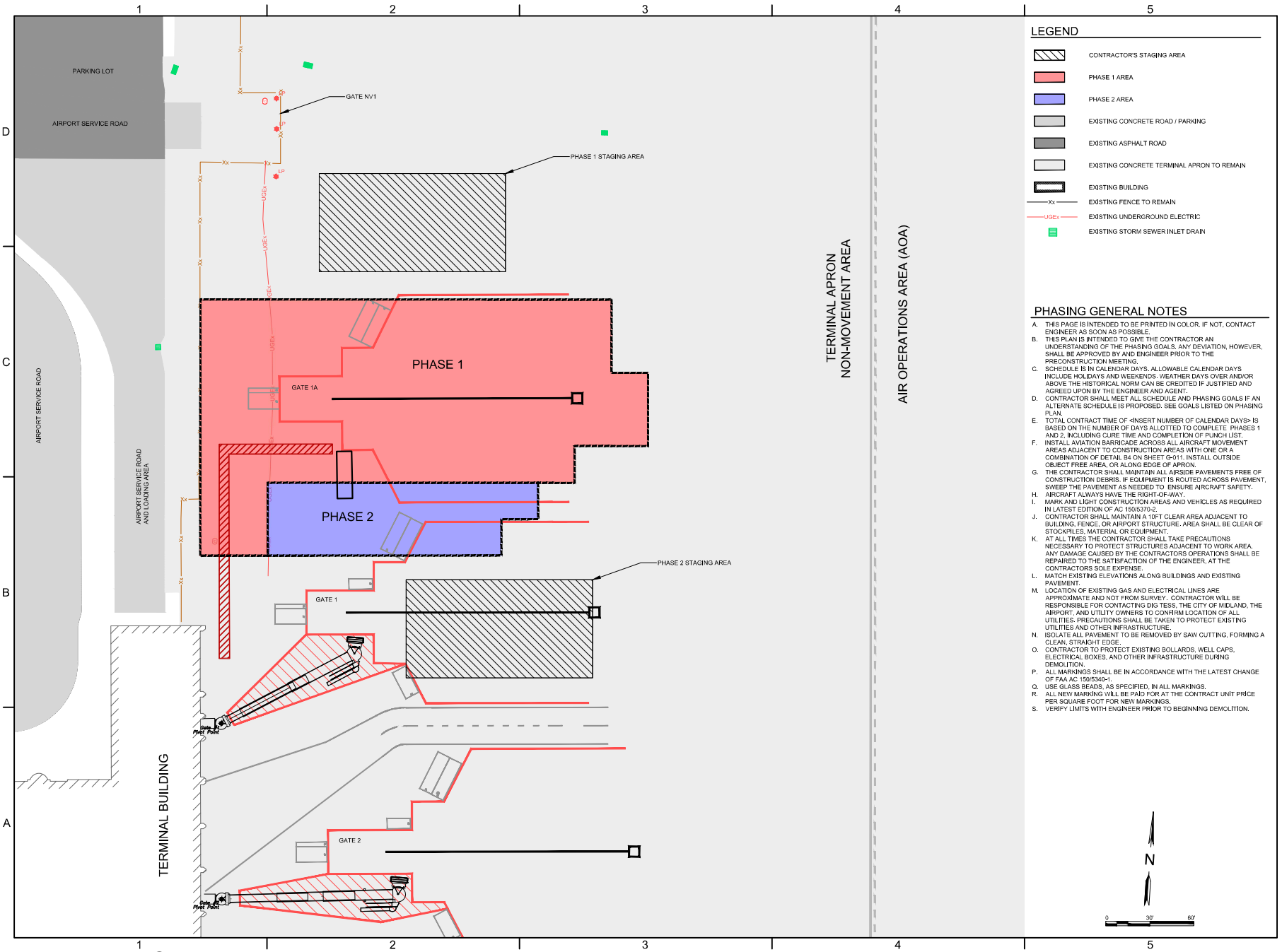
A. PROHIBITIONS

- No use of tall equipment over 20 feet unless a 7460-1 determination letter is issued for such equipment.
- No use of open-flame welding or torches.
- No use of electrical blasting caps.
- No use of flare pots.

B. RESTRICTIONS

- Any construction suspension required during specific airport operations will be coordinated by Engineer, Owner, and Contractor during construction.
- Areas that cannot be worked on simultaneously, will be coordinated by Engineer, Owner, and Contractor during construction.
- Refer to Article 16 – Hazard Marking and Lighting, for night construction requirements.
- Seasonal construction restrictions will be coordinated by Engineer, Owner, and Contractor during construction.

APPENDIX A: CONSTRUCTION SAFETY AND PHASING PLAN SHEETS



LEGEND

- CONTRACTOR'S STAGING AREA
- PHASE 1 AREA
- PHASE 2 AREA
- EXISTING CONCRETE ROAD / PARKING
- EXISTING ASPHALT ROAD
- EXISTING CONCRETE TERMINAL APRON TO REMAIN
- EXISTING BUILDING
- Xx — EXISTING FENCE TO REMAIN
- UGEx — EXISTING UNDERGROUND ELECTRIC
- EXISTING STORM SEWER INLET DRAIN

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B. THIS PLAN IS INTENDED TO GIVE THE CONTRACTOR AN UNDERSTANDING OF THE PHASING GOALS. ANY DEVIATION, HOWEVER, SHALL BE APPROVED BY AND ENGINEER PRIOR TO THE PRECONSTRUCTION MEETING.
C. SCHEDULE IS IN CALENDAR DAYS. ALLOWABLE CALENDAR DAYS INCLUDE HOLIDAYS AND WEEKENDS. WEATHER DAYS OVER AND/OR ABOVE THE HISTORICAL NORM CAN BE CREDITED IF JUSTIFIED AND AGREED UPON BY THE ENGINEER AND AGENT.
D. CONTRACTOR SHALL MEET ALL SCHEDULE AND PHASING GOALS IF AN ALTERNATE SCHEDULE IS PROPOSED. SEE GOALS LISTED ON PHASING PLAN.
E. TOTAL CONTRACT TIME OF <INSERT NUMBER OF CALENDAR DAYS> IS BASED ON THE NUMBER OF DAYS ALLOTTED TO COMPLETE PHASES 1 AND 2, INCLUDING CURE TIME AND COMPLETION OF PUNCH LIST.
F. INSTALL AVIATION BARRICADE ACROSS ALL AIRCRAFT MOVEMENT AREAS ADJACENT TO CONSTRUCTION AREAS WITH ONE OR A COMBINATION OF DETAIL B4 ON SHEET G-011. INSTALL OUTSIDE OBJECT FREE AREA, OR ALONG EDGE OF APRON.
G. THE CONTRACTOR SHALL MAINTAIN ALL AIRSIDE PAVEMENTS FREE OF CONSTRUCTION DEBRIS. IF EQUIPMENT IS ROUTED ACROSS PAVEMENT, SWEEP THE PAVEMENT AS NEEDED TO ENSURE AIRCRAFT SAFETY.
H. AIRCRAFT ALWAYS HAVE THE RIGHT-OF-WAY.
I. MARK AND LIGHT CONSTRUCTION AREAS AND VEHICLES AS REQUIRED IN LATEST EDITION OF AC 150/5370-2.
J. CONTRACTOR SHALL MAINTAIN A 10FT CLEAR AREA ADJACENT TO BUILDING, FENCE, OR AIRPORT STRUCTURE. AREA SHALL BE CLEAR OF STOCKPILES, MATERIAL OR EQUIPMENT.
K. AT ALL TIMES THE CONTRACTOR SHALL TAKE PRECAUTIONS NECESSARY TO PROTECT STRUCTURES ADJACENT TO WORK AREA. ANY DAMAGE CAUSED BY THE CONTRACTORS OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER, AT THE CONTRACTORS SOLE EXPENSE.
L. MATCH EXISTING ELEVATIONS ALONG BUILDINGS AND EXISTING PAVEMENT.
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N. ISOLATE ALL PAVEMENT TO BE REMOVED BY SAW CUTTING, FORMING A CLEAN, STRAIGHT EDGE.
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S. VERIFY LIMITS WITH ENGINEER PRIOR TO BEGINNING DEMOLITION.

Parkhill

LAWRENCE G. BELL 80564 LICENSED PROFESSIONAL ENGINEER 03/25/2024

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Midland International Air & Space Port

Reconstruct Asphalt Air Carrier Apron

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PROJECT NO.
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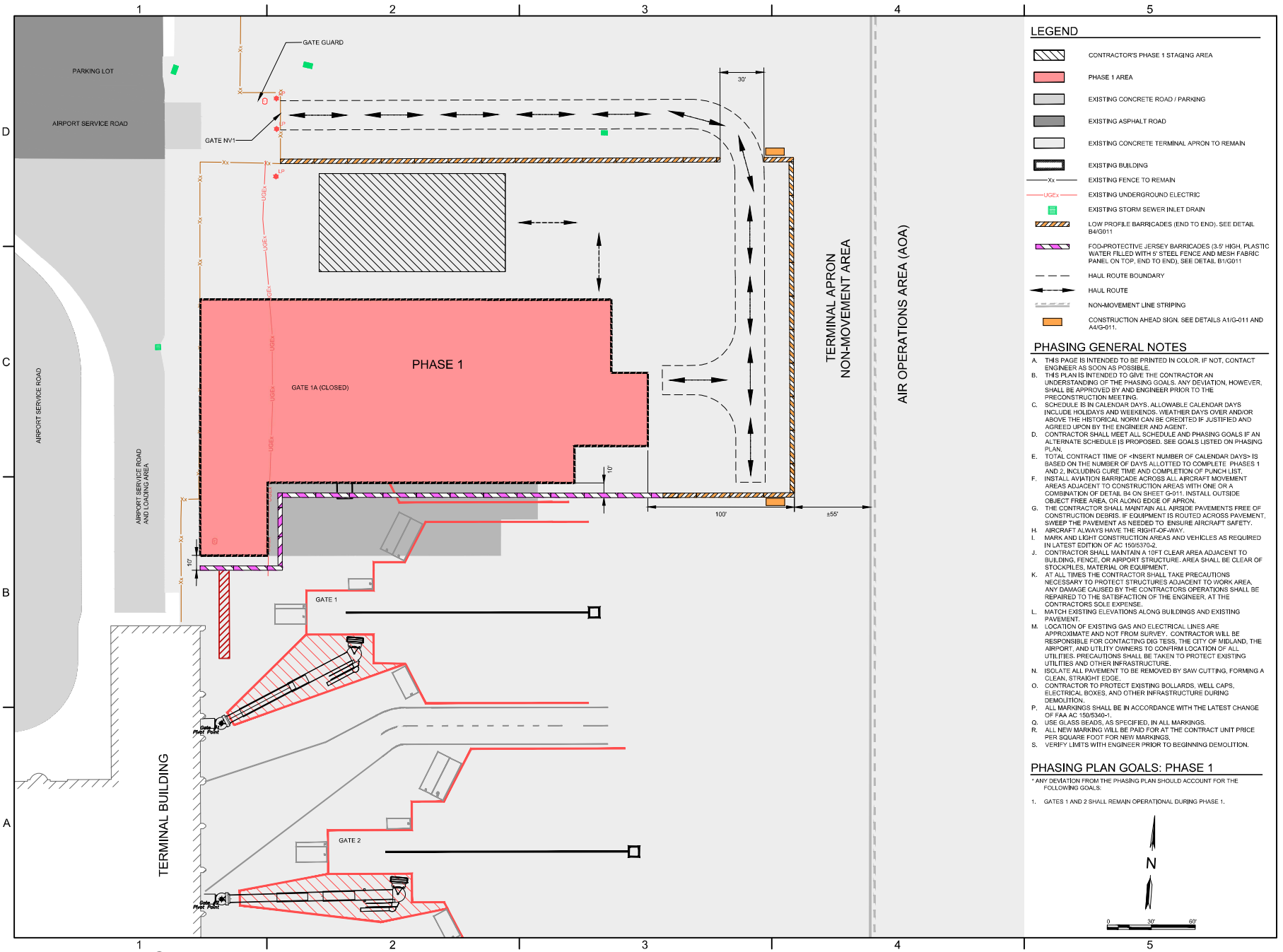
#	DATE	DESCRIPTION
3	03/25/2024	Issue for Bid
2	04/11/2023	Final Design
1	12/07/2022	Preliminary Design

Overall Construction Safety & Phasing Plan

G-008

FILE NAME: A:\2022\6189.22\03_DSGN\01_DWG\010_GEN\G-008-6189.dwg LAYOUT NAME: G-008 PRINTED: Friday, February 23, 2024 - 9:02am USER: LCastleman

PACKET 11.314 August 27, 2024



LEGEND

- CONTRACTOR'S PHASE 1 STAGING AREA
- PHASE 1 AREA
- EXISTING CONCRETE ROAD / PARKING
- EXISTING ASPHALT ROAD
- EXISTING CONCRETE TERMINAL APRON TO REMAIN
- EXISTING BUILDING
- Xx — EXISTING FENCE TO REMAIN
- UGEx — EXISTING UNDERGROUND ELECTRIC
- EXISTING STORM SEWER INLET DRAIN
- LOW PROFILE BARRICADES (END TO END). SEE DETAIL B4/G011
- FOD-PROTECTIVE JERSEY BARRICADES (3.5' HIGH, PLASTIC WATER FILLED WITH 5' STEEL FENCE AND MESH FABRIC PANEL ON TOP, END TO END). SEE DETAIL B1/G011
- HAUL ROUTE BOUNDARY
- HAUL ROUTE
- NON-MOVEMENT LINE STRIPING
- CONSTRUCTION AHEAD SIGN. SEE DETAILS A1/G-011 AND A4/G-011.

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PHASING PLAN GOALS: PHASE 1

* ANY DEVIATION FROM THE PHASING PLAN SHOULD ACCOUNT FOR THE FOLLOWING GOALS:

1. GATES 1 AND 2 SHALL REMAIN OPERATIONAL DURING PHASE 1.

N

0 30' 60'

Parkhill

LAWRENCE G. BELL 80564 REGISTERED PROFESSIONAL ENGINEER 03/25/2024

Parkhill.com

Midland International Air & Space Port

Reconstruct Asphalt Air Carrier Apron

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9506 La Force Blvd.
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PROJECT NO.
01.6189.22

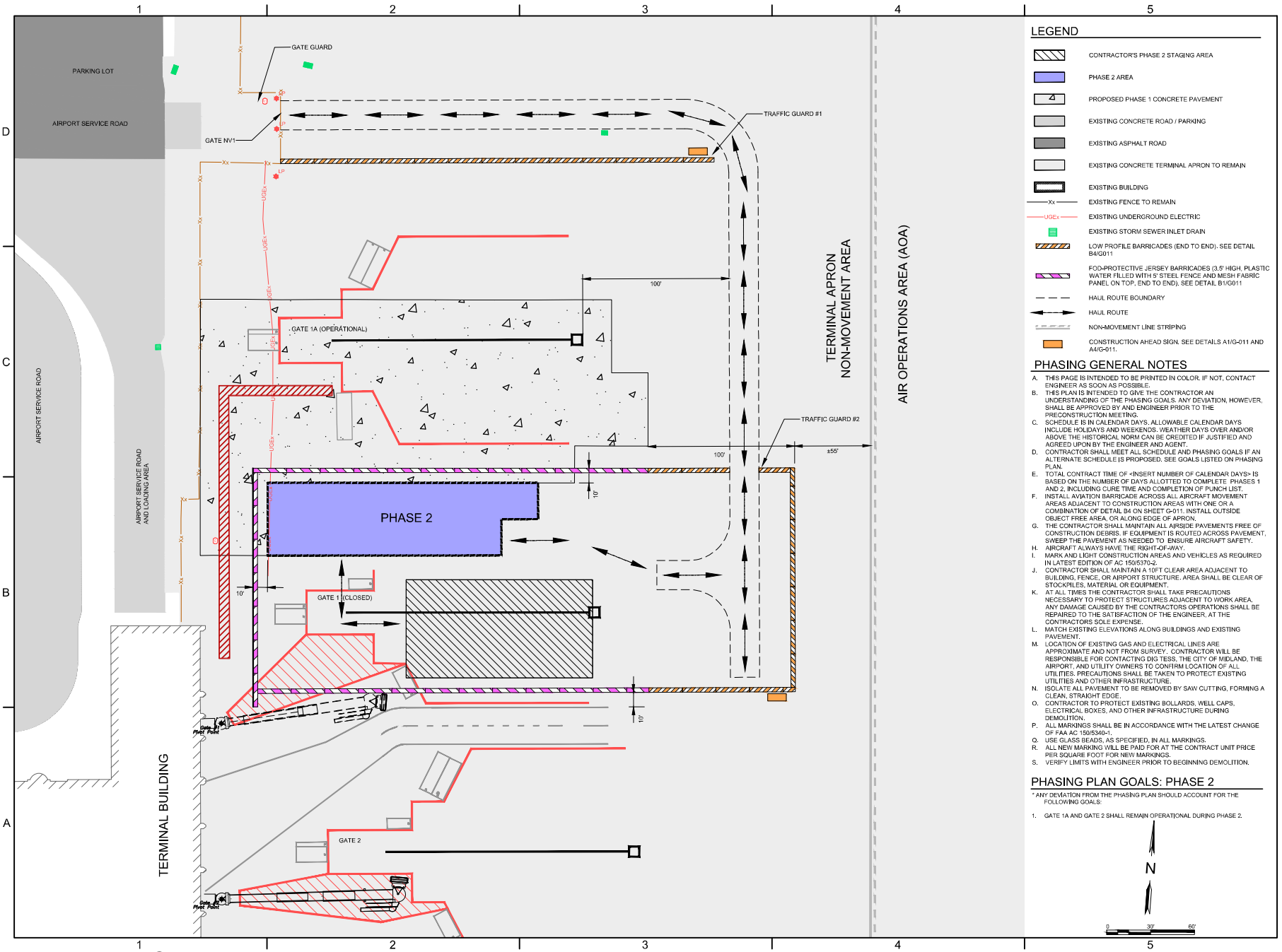
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2	04/11/2023	Final Design
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Construction Safety & Phasing Plan Phase 1

G-009

FILE NAME: A:\2022\6189.22\03_DSGN\01_DWG\010_GEN\G-009-6189.dwg LAYOUT NAME: G-009 PRINTED: Friday, February 23, 2024 - 9:03am USER: LCasleman

PACKET 11.315 August 27, 2024



LEGEND

- CONTRACTOR'S PHASE 2 STAGING AREA
- PHASE 2 AREA
- PROPOSED PHASE 1 CONCRETE PAVEMENT
- EXISTING CONCRETE ROAD / PARKING
- EXISTING ASPHALT ROAD
- EXISTING CONCRETE TERMINAL APRON TO REMAIN
- EXISTING BUILDING
- Xx — EXISTING FENCE TO REMAIN
- UGEx — EXISTING UNDERGROUND ELECTRIC
- EXISTING STORM SEWER INLET DRAIN
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PHASING PLAN GOALS: PHASE 2

* ANY DEVIATION FROM THE PHASING PLAN SHOULD ACCOUNT FOR THE FOLLOWING GOALS:

1. GATE 1A AND GATE 2 SHALL REMAIN OPERATIONAL DURING PHASE 2.

N

0 30' 60'

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LAWRENCE G. BELL 80564 REGISTERED PROFESSIONAL ENGINEER 03/25/2024

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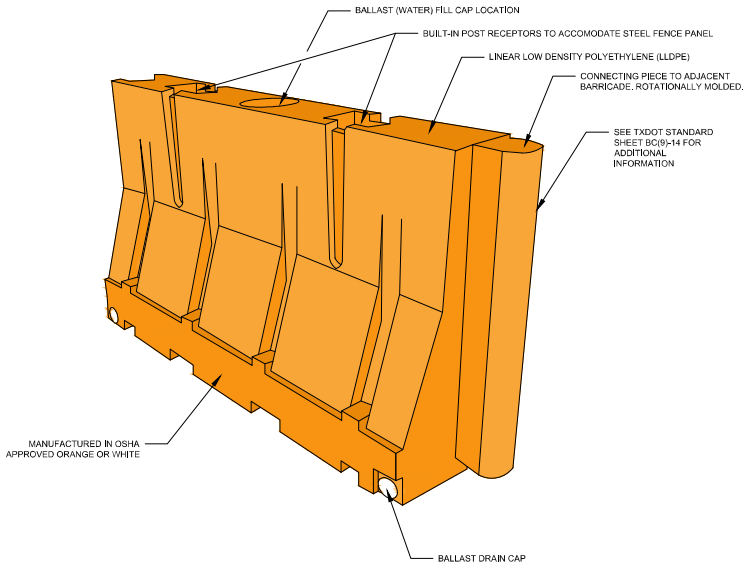
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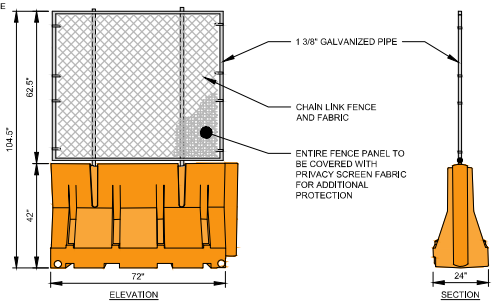
Construction Safety & Phasing Plan Phase 2

G-010

FILE NAME: A:\2022\6189.22\03_DSGN\01_DWG\010_GEN\G-010-6189.dwg LAYOUT NAME: G-010 PRINTED: Friday, February 23, 2024 - 9:03am USER: LCastleman



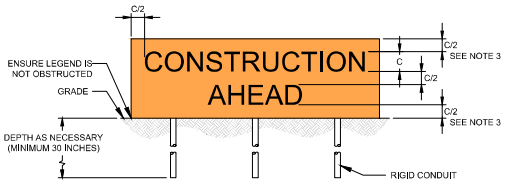
C1 42" JERSEY SHAPE WATER BALLAST BARRICADE
NO SCALE



WATER BALLAST BARRICADE WITH SCREENED FENCING SHALL BE OTWSAFETY.COM OR APPROVED EQUAL FOR:

- WATER BALLAST BARRICADE
- FENCE SECTION COMPATIBLE WITH BARRICADE
- SCREEN FABRIC MOUNTED ON FENCE SECTION

B1 JERSEY BARRICADE WITH SCREENED FENCING ABOVE
NO SCALE



NOTES:
1. TEMPORARY SIGNS SHALL MEET FULL REQUIREMENTS OF AC 150/5345-44 AND FAA ENGINEERING BRIEF (EB) NO.93.
2. OFFSET FROM CORRESPONDING TAXIWAY PAVEMENT EDGE SHALL BE IN ACCORDANCE WITH TABLE 1-1 FROM FAA AC 150/5340-18. SIGN IS TO BE CONSIDERED "SIZE 2".
3. CHARACTER HEIGHT (C) SHALL BE 6" PER SECTION 7.1 OF EB NO.93.
4. SIGNS SHALL MEET MODE 1 CRITERIA PER SECTION 1.2.5 AND 3.2.4.6 OF AC 150/5345-44.
5. SIGNS SHALL MEET THE REQUIREMENTS OF SECTION 3.2.6.2 OF AC 150/5345-44.
6. SIGNS SHALL NOT HAVE AN INSTALLED HEIGHT EXCEEDING 36".
7. SIGNS TO BE MOUNTED AS GRADE OR AS CLOSE TO GRADE AS POSSIBLE. CONTRACTOR WILL BE REQUIRED TO PROVIDE FRANGIBLE SUPPORTS PER AC 150/5345-44.

A1 "CONSTRUCTION AHEAD" SIGN
NO SCALE

GENERAL SAFETY NOTES

A. THE CONTRACTOR SHALL MAKE HIS OWN PROVISIONS FOR WATER, ELECTRICAL, NATURAL GAS AND OTHER REQUIREMENTS AND SHALL PAY FOR WATER, ELECTRICITY, GAS OR FUEL CONSUMED DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL CONSTRUCT HIS OWN SERVICE LINES AND SUCH CONSTRUCTION SHALL BE STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND LAWS.

B. HAUL ROUTES SHALL NOT BE ALONG OR ACROSS ANY PAVED AIRPORT STREET, ROAD, APRON, TAXIWAY OR RUNWAY WITHOUT SPECIFIC WRITTEN AUTHORIZATION FROM THE ENGINEER AND THE AIRPORT MANAGER. ANY DAMAGE INCURRED BY THE CONTRACTORS EQUIPMENT SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR AND AS REQUIRED BY THE ENGINEER AND THE AIRPORT MANAGER. THE CONTRACTOR SHALL MAINTAIN THE PAVED SURFACES, RUNWAYS, TAXIWAYS, APRONS AND ROADWAYS WHICH ARE ALLOWED TO BE USED AS HAULING ROUTES OR ACCESS ROUTES TO THE SITE IN A CLEAN CONDITION SUITABLE FOR THE USE AS DETERMINED BY THE ENGINEER AND THE AIRPORT MANAGER.

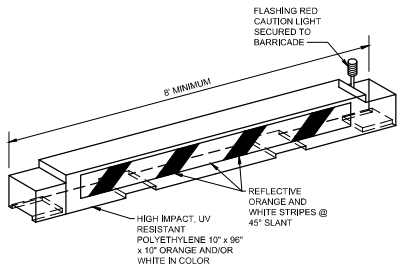
C. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, SIGNS, DANGER SIGNALS AND LIGHTS FOR THE PROTECTION OF THE WORK AND SAFETY OF THE PUBLIC FOR BOTH LAND AND AIR TRAFFIC SUITABLE WARNING SIGNS AND BARRICADES SHALL BE ILLUMINATED AT NIGHT BY ACCEPTABLE LIGHT UNITS.

D. THE CONTRACTOR SHALL SCHEDULE HIS WORK 72 HOURS IN ADVANCE OF ACTUAL OPERATIONS AND SHALL KEEP THE ENGINEER AND AIRPORT MANAGER ADVISED OF THE SCHEDULE SO THAT CLOSE COORDINATION CAN BE MAINTAINED BY THE AIRPORT USERS AND OTHER CONTRACTORS. AT LEAST (14) FOURTEEN DAY NOTICE WILL BE REQUIRED BEFORE CLOSING ANY PART OF A TAXIWAY, APRON, RUNWAY. NOTICE TO AIRMEN REQUIRED FOR VARIOUS CONSTRUCTION OPERATIONS WILL BE FILED BY THE AIRPORT MANAGER.

E. THE CONTRACTOR SHALL EXERT EVERY EFFORT TO MAINTAIN THE SAFETY OF THE AIRCRAFT TRAFFIC AND THE GENERAL PUBLIC, AND SHALL ACQUAINT HIMSELF WITH THE RULES AND REGULATIONS CONCERNING AIRCRAFT TRAFFIC SAFETY. THE REQUIREMENTS OF THE FAA ADVISORY CIRCULAR 150/5370-2F, OR CURRENT VERSION, OPERATIONAL SAFETY ON AIRPORT DURING CONSTRUCTION WILL BE MAINTAINED. VIOLATIONS OF THE SAFETY RULES BY THE CONTRACTORS WORKMEN SHALL RESULT IN THE DISCHARGE OF SUCH MEN IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. CONTINUED VIOLATION OF THE SAFETY RULES AND REGULATIONS BY THE CONTRACTOR AFTER HAVING BEEN NOTIFIED OF SUCH VIOLATIONS BY THE ENGINEER, SHALL CONSTITUTE GROUNDS FOR SUSPENDING THE CONTRACTORS OPERATIONS UNTIL STEPS ARE TAKEN THAT WILL ENSURE A SAFE OPERATION.

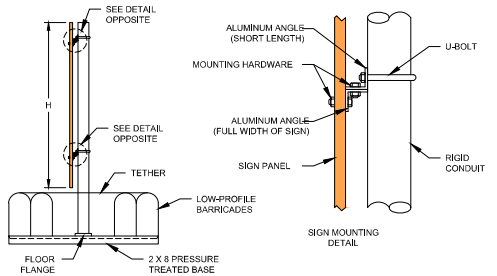
F. CONSTRUCTION ACTIVITIES WITHIN TAXIWAY OR APRON SAFETY AREAS WHEN THE TAXIWAY OR APRON IS OPEN TO AIRCRAFT TRAFFIC SHALL BEGIN ONLY AFTER THE APPROVAL OF THE ENGINEER AND EQUIPMENT AND MATERIAL SHALL BE MAINTAINED. EXCAVATIONS, DITCHES, TRENCHES OR OTHER CONDITIONS SHALL BE CONSPICUOUSLY MARKED AND LIGHTED AS SPECIFIED.

G. THE CONTRACTOR SHALL MINIMIZE AS MUCH AS POSSIBLE THE POTENTIAL DAMAGE TO THE CONTRACTORS ACCESS ROUTE. ANY DAMAGE TO THE ACCESS ROUTE BY THE CONTRACTOR WILL BE REPAIRED AT THE CONTRACTORS EXPENSE.



NOTES:
1. BARRICADES SHALL MEET THE REQUIREMENTS OF THE CURRENT FAA ADVISORY CIRCULAR 150/5370-2 AND BE APPROVED BY THE ENGINEER.
2. CONTRACTOR SHALL WEIGHT BARRICADE TO PREVENT DISPLACEMENT. THE METHOD SHALL BE APPROVED BY THE ENGINEER.
3. BARRICADES SHALL BE LOCATED AS DEFINED IN THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP).
4. NUMBER OF BARRICADE SYMBOLS SHOWN ON THE PLANS DOES NOT INDICATE THE NUMBER REQUIRED. CONTRACTOR SHALL DETERMINE THE NUMBER OF BARRICADES REQUIRED.
5. BARRICADES SHALL BE CONNECTED OR BE PLACED WITH NO MORE THAN 4' SPACE BETWEEN EACH.
6. RED LIGHTS TO BE BATTERY OPERATED, ABLE TO ROTATE 90 DEGREES, EITHER FLASHING OR STEADY BURNING, AND MUST MEET FAA REQUIREMENTS. RED LIGHTS ARE TO BE PLACED WITH MAXIMUM 10' BETWEEN LIGHTS.

B4 LOW PROFILE AIRCRAFT BARRICADE
NO SCALE



A4 SIGN SECURED BY LOW PROFILE BARRICADES
NO SCALE

Parkhill
Parkhill.com

LAWRENCE G. BELL
80564
REGISTERED PROFESSIONAL ENGINEER
03/25/2024

Midland International Air & Space Port
Reconstruct Asphalt Air Carrier Apron

Midland International Air & Space Port

CLIENT
City of Midland
Midland International Air & Space Port
9506 La Force Blvd.
Midland, Texas

PROJECT NO.
01.6189.22

#	DATE	DESCRIPTION
3	03/25/2024	Issue for Bid
2	04/11/2023	Final Design
1	12/07/2022	Preliminary Design

Construction Safety & Phasing Plan Details

G-011

FILE NAME: A:\2022\6189.22\03_DSGN\01_DWG\010_GEN\G-011-6189.dwg LAYOUT NAME: G-011 PRINTED: Friday, February 23, 2024 - 9:03am USER: LCastleman

APPENDIX B: FAA FORM 7460-1, NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION (BLANK)

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§ 77.7 Form and time of notice.

(a) If you are required to file notice under §77.9, you must submit to the FAA a completed FAA Form 7460–1, Notice of Proposed Construction or Alteration. FAA Form 7460–1 is available at FAA regional offices and on the Internet.

(b) You must submit this form at least 45 days before the start date of the proposed construction or alteration or the date an application for a construction permit is filed, whichever is earliest.

(c) If you propose construction or alteration that is also subject to the licensing requirements of the Federal Communications Commission (FCC), you must submit notice to the FAA on or before the date that the application is filed with the FCC.

(d) If you propose construction or alteration to an existing structure that exceeds 2,000 ft. in height above ground level (AGL), the FAA presumes it to be a hazard to air navigation that results in an inefficient use of airspace. You must include details explaining both why the proposal would not constitute a hazard to air navigation and why it would not cause an inefficient use of airspace.

(e) The 45-day advance notice requirement is waived if immediate construction or alteration is required because of an emergency involving essential public services, public health, or public safety. You may provide notice to the FAA by any available, expeditious means. You must file a completed FAA Form 7460–1 within 5 days of the initial notice to the FAA. Outside normal business hours, the nearest flight service station will accept emergency notices.

§ 77.9 Construction or alteration requiring notice.

If requested by the FAA, or if you propose any of the following types of construction or alteration, you must file notice with the FAA of:

(a) Any construction or alteration that is more than 200 ft. AGL at its site.

(b) Any construction or alteration that exceeds an imaginary surface extending outward and upward at any of the following slopes:

(1) 100 to 1 for a horizontal distance of 20,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway more than 3,200 ft. in actual length, excluding heliports.

(2) 50 to 1 for a horizontal distance of 10,000 ft. from the nearest point of the nearest runway of each airport described in paragraph (d) of this section with its longest runway no more than 3,200 ft. in actual length, excluding heliports.

(3) 25 to 1 for a horizontal distance of 5,000 ft. from the nearest point of the nearest landing and takeoff area of each heliport described in paragraph (d) of this section.

(c) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical distance, 15 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a) or (b) of this section.

(d) Any construction or alteration on any of the following airports and heliports:

(1) A public use airport listed in the Airport/Facility Directory, Alaska Supplement, or Pacific Chart Supplement of the U.S. Government Flight Information Publications;

(2) A military airport under construction, or an airport under construction that will be available for public use;

(3) An airport operated by a Federal agency or the DOD.

(4) An airport or heliport with at least one FAA-approved instrument approach procedure.

(e) You do not need to file notice for construction or alteration of:

(1) Any object that will be shielded by existing structures of a permanent and substantial nature or by natural terrain or topographic features of equal or greater height, and will be located in the congested area of a city, town, or settlement where the shielded structure will not adversely affect safety in air navigation;

(2) Any air navigation facility, airport visual approach or landing aid, aircraft arresting device, or meteorological device meeting FAA-approved siting criteria or an appropriate military service siting criteria on military airports, the location and height of which are fixed by its functional purpose;

(3) Any construction or alteration for which notice is required by any other FAA regulation.

(4) Any antenna structure of 20 feet or less in height, except one that would increase the height of another antenna structure.

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177
Fax: (817) 222-5920

Website: https://oeaaa.faa.gov

INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enters the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. DO NOT LEAVE BLANK.

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" DO NOT LEAVE BLANK. NOTE: High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held G P S instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datum may be used. It is important to know which datum is used. DO NOT LEAVE BLANK.
ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'6" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.
ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-888-275-8747 or via internet at "http://store.usgs.gov". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation's and zoning authorities.

Paperwork Reduction Work Act Statement: A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection displays a currently valid OMB Control Number. The OMB control number for this information collection is 2120-0001. Public reporting for this collection of information is estimated to be approximately 19 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are mandatory for anyone proposing construction or alteration that meets the criteria contained in 14 CFR 77. This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

Privacy Act Statement (5 U.S.C. § 552a, as amended): AUTHORITY: The FAA is responsible for issuing a determination based on extensive analysis completed in accordance with 49 United States Code (USC) Sections 44718. Title 14 of the Code of Federal Regulations (14 CFR), part 77 authorizes FAA to collect this information. PURPOSE(S): FAA will use the information provided to administer the Aeronautical Study Process. ROUTINE USE(S): In accordance with DOT's system of records notice, DOT/ALL 16 Mailing Management System and DOT/FAA 826 Petitions for Exemption, Other than Medical Exemption-Public Dockets, the information provided may be disclosed to officials within the Federal government and the public in general.

Please Type or Print on This Form

Form Approved OMB No.2120-0001
Expiration Date: 04/30/2023

U.S. Department of Transportation
Federal Aviation Administration

Failure To Provide All Requested Information May Delay Processing of Your Notice

Notice of Proposed Construction or Alteration

FOR FAA USE ONLY
Aeronautical Study Number

1. Sponsor *(person, company, etc. proposing this action):*
Attn. of
Name: _____
Address: _____
_____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

2. Sponsor's Representative *(if other than #1):*
Attn. of
Name: _____
Address: _____
_____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____

3. Notice of: ☐ New Construction ☐ Alteration ☐ Existing

4. Duration: ☐ Permanent ☐ Temporary (___ months, _____days)

5. Work Schedule: Beginning _____ End _____

6. Type: ☐ Antenna Tower ☐ Crane ☐ Building ☐ Power Line
☐ Landfill ☐ Water Tank ☐ Other _____

7. Marking/Painting and/or Lighting Preferred:
☐ Red Lights and Paint ☐ Dual - Red and Medium Intensity
☐ White-Medium Intensity ☐ Dual - Red and high Intensity
☐ White -High Intensity ☐ Other

8. FCC Antenna Structure Registration Number *(if applicable)*:
_____

9. Latitude: ____ ° ____ ____ . ____ "

10. Longitude: ____ ° ____ ____ . ____ "

11. Datum: ☐ NAD 83 ☐ NAD 27 ☐ Other

12. Nearest: City: _____ State _____

13. Nearest *Public-use* *(not private-use)* or Military Airport or Heliport:
_____

14. Distance from #13. to Structure: _____

15. Direction from #13. to Structure: _____

16. Site Elevation ***(AMSL)***: _____ ft.

17. Total Structure Height ***(AGL)***: _____ ft.

18. Overall Height (#16 + #17) ***(AMSL)***: _____ ft.

19. Previous FAA Aeronautical Study Number *(if applicable)*:
_____-OE

20. Description of Location: *(Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey)*

21. Complete Description of Proposal:

Frequency/Power (kW)	

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of $1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301(a)

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date	Typed or Printed Name and Title of Person Filing Notice	Signature
PACKET	11.321	August 27, 2024

APPENDIX C: ADVISORY CIRCULAR 150/5370-2G, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION

All contractors and subcontractors responsible for implementation of this CSPP must review all relevant sections of the FAA AC 150/5370-2G, Operating Safety on Airports During Construction prior to commencement of construction.

See here for link to the full Advisory Circular PDF:
https://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf

APPENDIX D: FAA CSPP REVIEW CHECKLIST

Checklist for FAA CSPP Review

Airport Name: MIDLAND INTERNATIONAL AIR & SPACE PORT LOCID: MAF

Associate City: MIDLAND, TEXAS

Project No. 01.6189.22

Project Name: MAF RECONSTRUCT ASPHALT AIR CARRIER APRON

F.1.1. AC 150/5370-2G

This checklist identifies the main elements and sub-elements established under Chapter 2 of Advisory Circular 150/5370-2G. Project Managers (PM) are encouraged to use this checklist as an aid when reviewing a Sponsor's CSPP for conformance to the safety standards. Because the PM's approval/disapproval letter in OE/AAA represents the official FAA action, a completed checklist is not a required record the PM must sign or archive in the grant file.

CSPP Element	Element Addressed?			Remarks
	Yes	No	N/A	
Coordination (Section 2.5)				
– Contractor Progress Meetings	✔			
– Addresses necessary actions when changes are proposed to CSPP	✔			
– Provisions for FAA ATO Coordination	✔			
Phasing (Section 2.6)				
– Phase Elements	✔			
– Construction Safety Drawings	✔			
Area and Operations Affected by Construction Activity (Section 2.7)				
– Identification of affected Areas	✔			
– Mitigation Affects	✔			
Navigation Aid Protection (Section 2.8)				
– Operational NAVAID Critical areas	✔			
Contractor Access (Section 2.9)				
– Location of Stockpiles Construction Material	✔			
– Vehicle and Pedestrian Operations	✔			
Wildlife Management (Section 2.10)				
– Trash	✔			
– Standing Water	✔			
– Tall Grass	✔			
– Fencing and Gates	✔			
– Disruption of Wildlife Habitat	✔			
Foreign Object Debris (Section 2.11)				
– FOD Control Measures	✔			
Hazardous Material Management (Section 2.12)				
– Hazardous Material Controls	✔			

CSPP Element	Element Addressed?			Remarks
	Yes	No	N/A	
Notification of Construction Activities (Section 2.13)				
– List of Responsible Representatives	✔			
– NOTAMs	✔			
– Emergency Notification Procedures	✔			
– Coordination with ARFF	✔			
– Notification to the FAA (Part 77, NAVAIDs….)	✔			
Inspection Requirements (Section 2.14)				
– Daily Inspections	✔			
– Final Inspections	✔			
Underground Utilities (Section 2.15)				
– Procedures for protecting underground utilities	✔			
Penalties (Section 2.16)				
– Penalty provisions for noncompliance with CSPP	✔			
Special Conditions (Section 2.17)				
– Conditions that may affect airport operations	✔			
Runway and Taxiway Visual Aids (Section 2.18)				
– General – Convey Clear Meaning; Secured from movement; Frangible	✔			
– Markings	✔			
– Lighting and Visual NAVAIDs	✔			
– Signage	✔			
Access Routes - Marking and Signage (Section 2.19)				
– Haul Road Demarcation	✔			
Hazard Marking, Lighting and Signage (Section 2.20)				
– Areas Impacted by Construction Operations	✔			
– Equipment	✔			
Work Zone Lighting for Nighttime Construction (Section 2.21)				
– Proper Illumination of Construction Area/Equipment	✔			
Protection Runway and Taxiway Areas, Zones and Surfaces (Section 2.22)				
– Runway Safety Area (RSA)	✔			
– Runway Object Free Area (ROFA)	✔			
– Taxiway Safety Area (TSA)	✔			
– Taxiway Object Free Area (TOFA)	✔			
– Obstacle Free Zone (OFZ)	✔			
– Approach and Departure Surfaces	✔			
Other Limitations on Construction (Section 2.23)				
– Prohibitions	✔			
– Restrictions	✔			

APPENDIX E: SPCD SAMPLE

Parkhill

CONTRACTOR'S SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Information:

Airport and Sponsor: Midland International Air & Space Port (MAF)/City of Midland

Project Number: 01.6189.22

Project Description/Name: Reconstruct Asphalt Air Carrier Apron

Type of Work: Replace existing asphalt apron area with concrete pavement.

fence having wildlife-deterrent features.

TxDOT/FAA Project Manager:_____ Phone:_____

Airport Operations Contact:_____ Phone:_____

Contractor Information:

Prime Contractor: _____

Address: _____

Contact:_____ Phone: _____

Contractor Responsibility:

In accordance with Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5370-2G, "Operational Safety during Airport Construction," a Project SPCD must be submitted to the FAA and Airport Operator for review and approval before issuance of a Notice to Proceed for Construction. Prepare SPCD in detailed, written, and graphical format to identify timing and methodology for Contractor compliance with Project Construction Safety and Phasing Plan (CSPP).

Contractor shall comply with all provisions contained herein and provide the following Project-specific, complementary, and supplemental information to FAA-approved CSPP:

1. Contractor shall always have CSPP and SPCD available for reference by Airport Operator and representatives as well as Contractor and subcontractor employees.
    a. Location of CSPP: _____
    b. Location of SPCD: _____

2. Provide contact information for person initiating and coordinating an immediate response to correct any construction-related activity that may adversely affect Airport operational safety (24-hour coverage required):

   Point of Contact: _____Phone: _____

3. List Contractor's on-site employees responsible for monitoring CSPP and SPCD compliance during construction:

   a. Contact Person:_____Phone: _____
   b. Contact Person:_____Phone: _____
   c. Contact Person:_____Phone: _____
   d. Contact Person:_____Phone: _____

4. Will Contractor deviate from Section 1, Coordination, as explained in CSPP included in Contract Documents:

   a. No: _____

   b. Yes:____. Provide explanation: _____
   _____
   _____

5. Will Contractor deviate from Section 2, Phasing, as explained in CSPP included in Contract Documents:

   a. No: _____

   b. Yes:____. Provide explanation: _____
   _____
   _____

6. Will Contractor deviate from Section 3, Areas/Operations Affected by Construction, as explained in CSPP included in Contract Documents:

   a. No: _____

   b. Yes:____. Provide explanation: _____
   _____
   _____

7. Will Contractor deviate from Section 4, Navigation Aid (NAVAID) Protection, as explained in CSPP included in Contract Documents:\

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

8. Will Contractor deviate from Section 5, Contractor Access, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

9. Will Contractor deviate from Section 6, Wildlife Management, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

10. Will Contractor deviate from Section 7, Foreign Object Debris (FOD) Management, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

11. Will Contractor deviate from Section 8, Hazardous Materials (HAZMAT) Management, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

12. Will Contractor deviate from Section 9, Construction Activity Notification, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____
    _____
    _____

13. Will Contractor deviate from Section 10, Inspection Requirements, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____
    _____
    _____

14. Will Contractor deviate from Section 11, Underground Utilities, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____
    _____
    _____

15. Will Contractor deviate from Section 12, Penalties, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____
    _____
    _____

16. Will Contractor deviate from Section 13, Special Conditions, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____
    _____

17. Will Contractor deviate from Section 14, Runway and Taxiway Visual Aids, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

18. Will Contractor deviate from Section 15, Marking and Signs, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

19. Will Contractor deviate from Section 16, Hazard Marking and Lighting, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

20. Will Contractor deviate from Section 17, Work Zone Lighting for Night Construction, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

    _____

21. Will Contractor deviate from Section 18, Protection, as explained in CSPP included in Contract Documents:

    a. No: _____

    b. Yes:_____. Provide explanation: _____

    _____

22. Conduct inspections at least once daily, more frequently if necessary to ensure construction personnel comply with CSPP and SPCD, so no altered construction activities create potential safety hazards (see attached Construction Project Daily Safety Inspection Checklist).

23. Describe in detail Contractor plan to restrict construction vehicle and personnel movement to permitted construction areas by flagging, barricading, erecting temporary fencing, or escorts, as appropriate and required in the CSPP (include appropriate plan sheets to identify time/location of control measures):

_____

_____

_____

_____

_____

24. Provide detailed description of Contractor plan ensuring no employees of Contractor, subcontractors, suppliers, or other persons enter any part of Air Operations Area (AOA) without authorization:

_____

_____

_____

_____

_____

25. Describe equipment list in detail and provide a schedule of anticipated operation for all Contractor equipment over 20 feet tall (cranes, concrete pumps, etc.), heights of stockpiles, and haul routes when different from previously filed CSPP:

_____

_____

_____

_____

_____

(As necessary, coordinate with Airport Operator to prepare FAA Form 7460-1 for FAA submission to determine if aeronautical study must be conducted before allowing tall equipment operations.)

26. Provide detailed description of Contractor plan to ensure construction personnel are familiar with safety procedures and regulations on Airport, CSPP, and SPCD:

_____

_____

_____

_____

_____

SPCD Amendment:

SPCD shall be amended when Contractor proposes a construction practice not conforming to CSPP and SPCD that may impact Airport operational safety. Amendment will require a revision to CSPP, SPCD, and advanced coordination with Airport Operator and FAA.

Statement of Certification:

I certify we understand CSPP operational safety requirements and assert we will not deviate from approved CSPP or SPCD unless Airport Operator and FAA grant written approval. Additionally, I certify any deviation to any section indicated herein has been discussed and approved, prior to implementation, by Airport Operator, Engineer, and TxDOT/FAA:

Signature: _____ Date: _____

APPENDIX C: CONSTRUCTION MANAGEMENT PLAN

Parkhill

Midland International Air & Space Port

CONSTRUCTION MANAGEMENT PLAN (CMP)

Midland Air & Space Port (MAF)

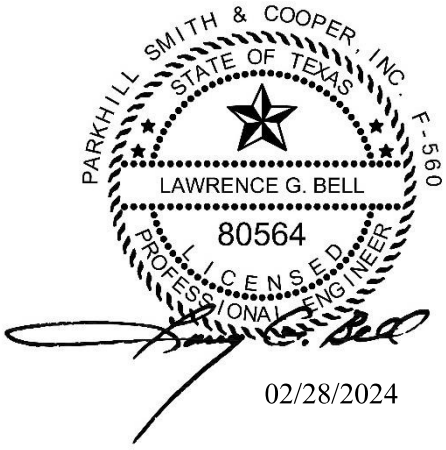
Reconstruct Asphalt Air Carrier Apron
Midland, Texas

PACKET 11.336 August 27, 2024

March | 2024
Parkhill Project #01618922

Parkhill

Midland International Air & Space Port



02/28/2024

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CONSTRUCTION MANAGEMENT PLAN (CMP)

Midland Air & Space Port (MAF)

Reconstruct Asphalt Air Carrier Apron
Midland, Texas

March | 2024
Parkhill Project #01618922

PACKET 11.337 August 27, 2024

Parkhill

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A. INTRODUCTION

The Project accomplished under this program consists of repaving and reconfiguring three blast pad areas at the Midland International Air & Space Port (MAF).

B. PERSONNEL AND RESPONSIBILITIES

Sponsor:

Ms. Justine Ruff, Director of Airports
City of Midland, Texas
PO Box 60305
Midland, Texas 79711
432.560.2200 x3010

Mr. Aaron Easton, Deputy Director of Airports
City of Midland, Texas
PO Box 60305
Midland, Texas 79711
432.560.2200 x3010

Federal Aviation Administration:

Michael Van Vliet, FAA Southwest Region
Texas Airports Development Office ASW-650
10101 Hillwood Parkway
Fort Worth, Texas 76177
817.222.5132
michael.e.van.vliet@faa.gov

Consulting Engineer and Staff

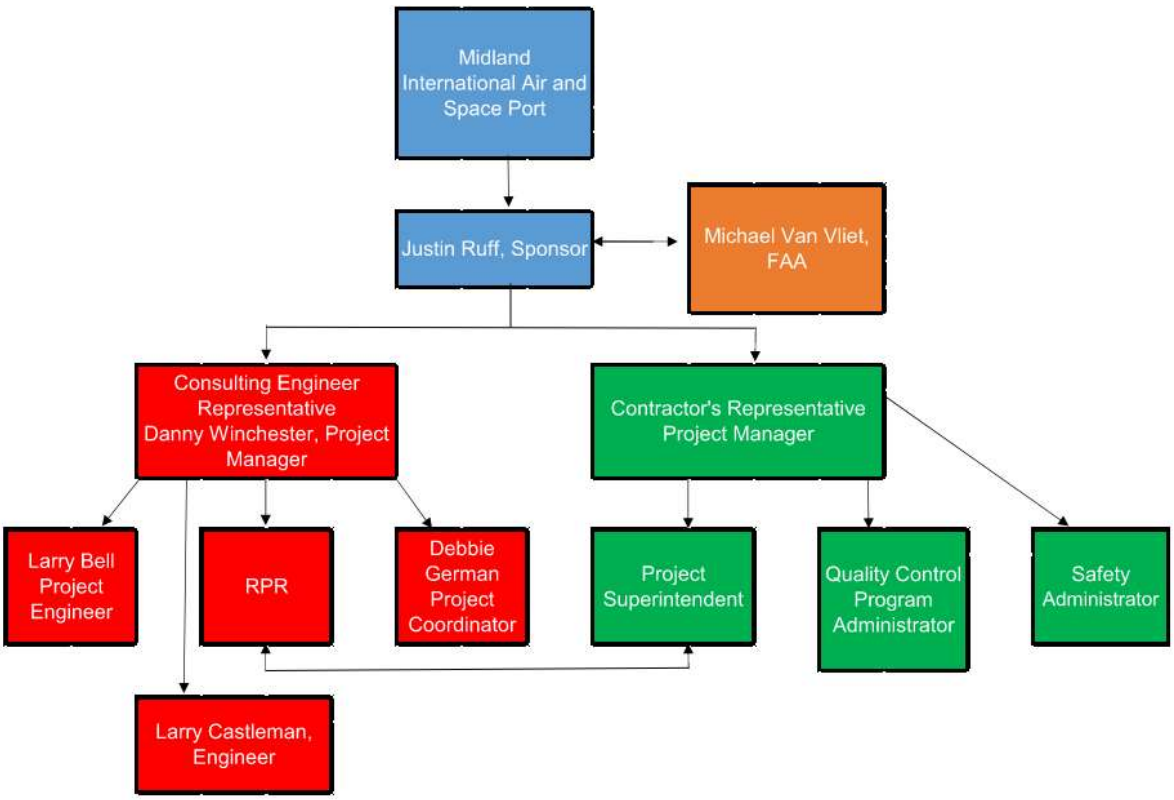
Danny Winchester, PE, Project Manager.
Parkhill
1700 West Wall Street Suite 100
Midland, Texas 79701
432.697.1447
dwinchester@parkhill.com

Larry Bell, PE, Project Engineer
Parkhill
1700 West Wall Street Suite 100
Midland, Texas 79701
432.697.1447
lbell@parkhill.com

Larry Castleman, Engineer
Parkhill
4222 85th Street
Lubbock, Texas 79423
806.473.2200
lcastleman@Parkhill.com

Debbie German, Project Coordinator
Parkhill
4222 85th Street
Lubbock, Texas 79423
806.473.3615
dagerman@Parkhill.com

Project Manager/Engineer will oversee construction period services. Parkhill will also provide one, full-time Resident Project Representative (RPR) during Project construction. A second RPR will be provided if needed. RPR duties, responsibilities, and limitations of authority are described in the Professional Engineering Services Agreement. RPR will report directly to the Parkhill Project Manager. Parkhill will compile a copy of all test reports to be delivered to FAA. Key personnel and chain of communication are described as follows:



- Contractor (Updated upon award)
  - Firm: _____
  - Contact Name, Title: _____
  - City State Zip: _____
  - Address: _____
  - Phone: _____
  - Email: _____
- Testing Lab(s)
  - Sponsor's Quality Assurance Testing Lab (TBD)
    - Firm: _____
    - Contact Name, Title: _____
    - Address: _____
    - City State Zip: _____
    - Phone: _____
    - Email: _____
  - Contractor's Quality Control Testing Lab (TBD)
    - Firm: _____
    - Contact Name, Title: _____
    - City State Zip: _____
    - Address: _____
    - Phone: _____
    - Email: _____

As required, the Sponsor's Quality Assurance (QA) testing laboratory and Contractor's Quality Control (QC) testing laboratory must be certified according to ASTM D3666 and C1077. Laboratory certificates may be found in Appendix B. Sponsor's QA laboratory is responsible for reporting all construction period and material compliant test results to Contractor, Sponsor, Sponsor's Agent/FAA, and Engineer. Contractor's QC laboratory is responsible for testing and reporting quality control test reports and periodic inspections to ensure quality of material required by Project Technical Specifications.

C. INSPECTION PROCEDURES AND FREQUENCIES

1. SURVEYING AND GRADE CONTROL.

Engineer provides grade control as part of Construction Documents. Contractor is responsible for verifying control network at Project onset to confirm agreement. All construction staking is Contractor responsibility and Contractor is required to immediately report any deviations. As required by Technical Specifications, Contractor must employ a Texas-licensed RPLS to verify field condition of various construction items. Provide all survey notes and measure to Engineer for verification of compliance with Project design. Engineer may employ a Texas-licensed RPLS to perform periodic verification of Contractor work, where applicable. This will include isolated spot checks only. Any discrepancies found will result in an immediate coordination meeting between Engineer and Contractor.

2. BY CONTRACTOR.

Contractor is required to execute daily inspections on work performed and to be performed. All inspection notes shall be captured in Contractor's daily log, submitted as required. Contractor must also perform certain QC testing, where applicable. Testing shall be performed by Contractor's lab and all test reports made available to Engineer daily. Frequencies are defined in Project Specifications and Article E – Quality Control Testing (by Contractor). Contractor will detail QC testing further in their QC Program required by FAA Item C-100 – Contractor Quality Control Program.

3. BY CONSULTING ENGINEER.

Observation Procedures: RPR will be onsite full-time daily throughout Project duration. As per Agreement for Professional Services, RPR will check for "general conformance to Plans and Specifications." RPR will not "inspect" every detail of Contractor's Project nor direct Contractor operations. RPR will observe, document findings, and bring any concerns to Parkhill project manager. RPR will also coordinate Owner's QA testing laboratory. Tests will be performed as required by Technical Specifications and as stated in Article F – Acceptance Testing (by Owner's Representative). RPR will also monitor daily activity to confirm Contractor performs required QC testing. Observation notes will be captured in Procore.

Daily Reporting/Diary: RPR will maintain daily logs in Procore for activity, progress, concerns, communication, testing, and other activity related to construction. Submit logs to Sponsor and FAA as part of Project Final Report, if applicable. RPR will also collect photos for reference where appropriate. Include all photos in Procore and transmit as part of the Project Final Report.

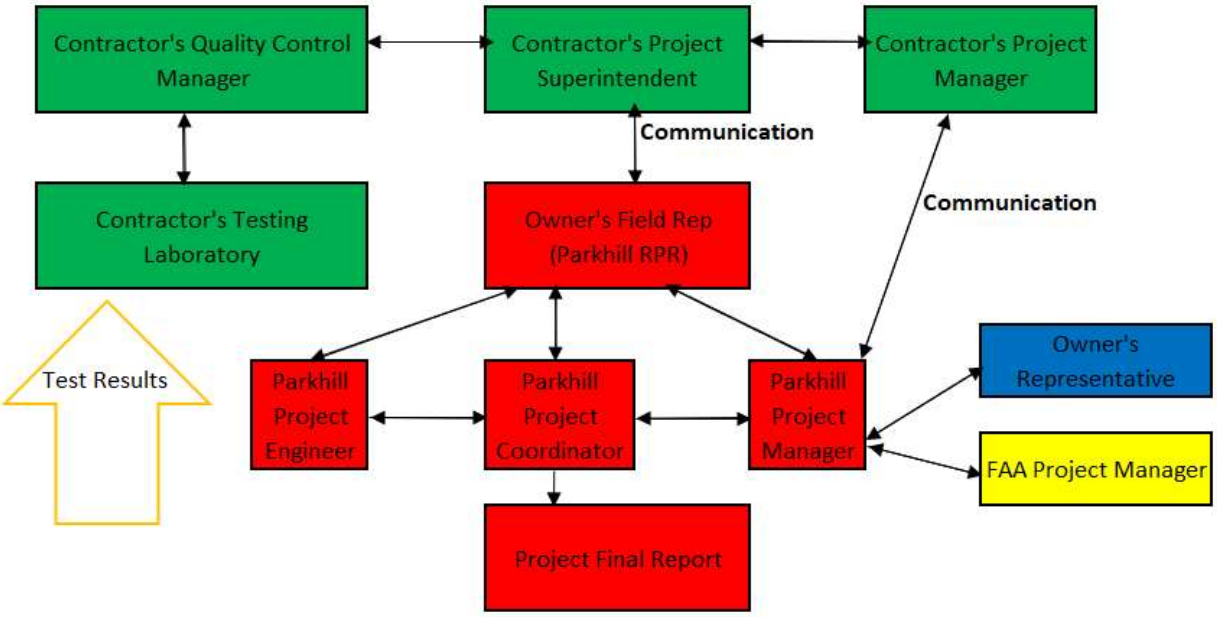
Weekly Reporting: As required by FAA, Parkhill will prepare and email weekly Construction Progress Reports to FAA Project Manager and carbon copy Sponsor.

D. SUBMITTAL PROCESS

- Contractor must prepare and submit a complete submittal list at Preconstruction Meeting to populate into Procore and maintain throughout Project duration. Engineer will also maintain a record of submittal status in Procore. All submittals shall address “Buy American” and FAA-approved source requirements by having Contractor submit a written certification statement indicating requirements are met.
- A preliminary list of submittals may be found in Appendix C. This list was prepared to assist Contractor and does not permit Contractor to omit a submittal if not included on list.
- All submittals will be routed through Procore for review and approval.

E. QUALITY CONTROL TESTING (BY CONTRACTOR)

- Contractor must visually inspect all items used upon arrival and maintain control charts for applicable material production. Contractor shall perform and document all daily inspections and tests as determined in the Technical Specifications, FAA Item C-100 – Contractor Quality Control Program. Contractor shall make QC reports, test results, and inspection reports available to Engineer. Provide test results before start of the following day. Provide inspection reports on workday after day of record. All items of material and equipment are subject to Engineer surveillance. If Contractor determines to be noncompliant regarding any requirements of QC Program, Engineer may expect Contractor to:
  - replace ineffective or unqualified quality control personnel or subcontractors; or
  - stop operations until appropriate corrective action is taken.
- For a list of anticipated QC Tests, see Appendix D, Table 2 - Quality Control Testing (By Contractor). Test values are included in Project Specifications.
- Quality Control Testing Responsibility



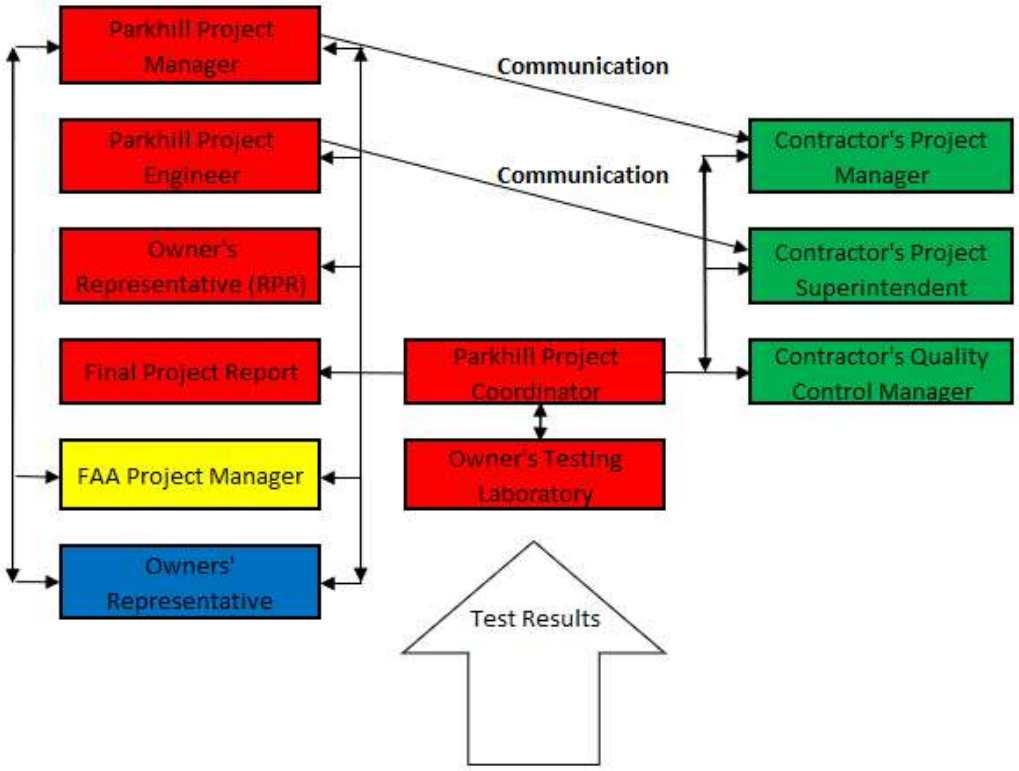
Summary of Action: If/when deficiencies arise during construction, instigate immediate communication as indicated. Action includes but not limited to:

- Discussion of test results and potential implications.
- Retest by Contractor to verify results.
- If retest confirms deficiency, Contractor shall rework deficiency or potentially replace material depending on deficiency.
- Reworked area or replaced material tested by Contractor's laboratory.
- Contractor shall develop a plan for avoiding same deficiency on future segments of work.
- Other specific courses of action defined in Contractor's QC Plan.

F. ACCEPTANCE TESTING (BY OWNER'S REPRESENTATIVE)

For Testing Methods, see Appendix E, Table 3 - Quality Assurance (by Engineer).

Quality Assurance Testing Responsibility:



G. TEST RESULTS AND DOCUMENTATION

- Daily Quality Control (QC) Tests: Contractor must document all QC test results performed on Project. Submit test results to RPR for review the day after testing is performed. If results are deficient, RPR will initiate dialogue with Contractor's Superintendent. If results are favorable, RPR will forward results to Parkhill Project Assistant to be compiled for Project Final Report.
- Daily Quality Acceptance (QA) Tests: RPR will coordinate testing with Owner's Laboratory. RPR will also document all test results at point of testing, using this data to reconcile test reports received from Owner's Testing Laboratory. RPR will also note tests performed in Procore. Deficient test results will be immediately communicated to Contractor's Project Superintendent.
- Failing Tests:
  - QC Testing: Whether passing or failing, RPR will obtain a copy of all QC test results performed by Contractor. Deficient results will result in immediate communication between Contractor and Engineer and subsequent action determined. Corresponding retests will be taken and documented.
  - QA Testing: RPR will document all test results as point test is performed by Owner's Testing Laboratory. Deficient results will result in immediate communication between Contractor and Engineer and an action plan for remediation developed. Retest results will be documented and all charges for failing tests invoiced to Contractor.

H. FINAL TEST AND QUALITY CONTROL REPORT

As part of the Project Final Report, Engineer, Contractor, and Owner's Testing Laboratory will coordinate preparation of a Final Test and Quality Control Report. Report will summarize number of tests performed versus number of tests required for each specification item. Failed tests and subsequent retests will be included. Where necessary, document acceptance of specification deficiencies.

APPENDIX A: CONSULTING ENGINEER STAFF RESUMES



Danny Winchester, PE

Civil Engineer | Principal

Danny Winchester, PE, is a Principal and a Team Leader for Parkhill's Aviation Sector. His 35 years at Parkhill have been spent in aviation design and project management. Danny's aviation design has been mostly with FAA Certificated Airports (Part 139). He has been involved in aviation projects at Midland International Air & Space Port since he came to work for Parkhill. He has developed a strong expertise in FAA funding processes for Airport Improvement Project funding and Passenger Facility Charge funding. This expertise has allowed Danny to assist the City of Midland in acquiring over $150 million of funding from FAA for Capital Improvement Projects at the Midland International Airport over the past 35 years. Danny assisted Midland International Air & Space Port in becoming the first Commercial Service Airport (Part 139) to receive an FAA Certified Space Launch Site Operator License. Danny has also served the engineering profession by serving in many roles at the local, regional, and state levels of the Texas Society of Professional Engineers. He has been recognized by the Texas Society of Professional Engineers as both the Young Engineer of the Year and Engineer of the Year for the Permian Basin Chapter. He also received the Distinguished Engineer Award from the Texas Engineering Foundation - 2004

EDUCATION

Texas Tech University
Bachelor of Science
Civil Engineering, 1984

REGISTRATION

Licensed Professional Engineer
Texas, 65060

YEARS OF EXPERIENCE

37

NOTABLE PROJECTS

- Lubbock International Airport Security Access Control Improvements
- MAF Access Control System and Cable Upgrade
- MAF Air Carrier Runways and Taxiways Rehabilitation
- MAF Aircraft Ramp Lighting System Improvements
- MAF Airfield Lighting Cabling Replacement and Airfield Signage
- MAF Airfield Pavement Marking
- MAF Concrete Terminal Apron Rehabilitation
- MAF Construct Taxiway and Apron at CAF
- MAF Emergency Roadway and Gates Rehabilitation
- MAF Executive Apron Reconstruction
- MAF Executive Apron Reconstruction Area B
- MAF Lighting and Signage Rehabilitation
- MAF New Terminal Vehicle Parking Lots
- MAF Northwest Taxilane Extension - Phase 2
- MAF NW Roads and Parking - Phase 2
- MAF Rehab Entrance Road Pavement and Guidance Signage
- MAF RIM (Runway 10 End)
- MAF Runway 16R/34L Rehabilitation
- MAF Security Checkpoint Expansion
- MAF Taxiway P Aircraft Run-up
- MAF Taxiway Systems Rehabilitation
- MAF Terminal Building Outbound Baggage Conveyance System Replacement
- MAF Terminal Building Rehabilitation
- MAF Terminal Vehicle Parking Rehabilitation and Parking Equipment Replacement
- MAF Terminal Building Expansion - Gate 6



Larry Bell, PE

Civil Engineer | Senior Associate

Larry Bell, PE, is a Senior Associate and senior engineer in Parkhill's Aviation Sector. He has prior experience in site and residential development with expertise in the topographic grading aspects of those projects. Larry has developed an appreciation for multi-discipline projects that combine the input of experts in varied professional fields. He is now extending those attributes into the aviation field in airside and landside project development. He has served as the past president of the local chapter of the American Society of Civil Engineers.

EDUCATION

Texas Tech University
Bachelor of Science
Civil Engineering, 1989

REGISTRATION

Licensed Professional Engineer
Texas, 80564

YEARS OF EXPERIENCE

31

NOTABLE PROJECTS

- MAF Air Carrier Runways and Taxiways Rehabilitation
- MAF Airfield Pavement Marking
- MAF Airfield Wildlife Fence Improvements
- MAF Construct Taxiway and Apron at CAF
- MAF Lavatory Disposal Station Modifications
- MAF New Terminal Vehicle Parking Lots
- MAF RIM (Runway 10 End)
- MAF Runway 16L-34R Preliminary Engineering Report Phase
- MAF Terminal Vehicle Parking Rehabilitation and Parking Equipment Replacement
- MDD New Hangar Development
- Midland Air and Space Port Business Park Infrastructure Design
- Midland International Air & Space Port Master Plan
- Midland International Airport Northwest Taxilane Extension - Phase 2
- Midland International Airport Taxiway P Aircraft Run-up
- Schlemeyer Airport Runway, Taxiway and Lighting Improvements
- Spaceport Business Park Environmental and Asbestos Survey



Larry Castleman

Engineering Technologist

EDUCATION

Texas Tech University
Bachelor of Science
Civil Engineering, 2014

YEARS OF EXPERIENCE

2

NOTABLE PROJECTS

- MAF Airfield Lighting Rehabilitation
- TxDOT Cleburne Taxiway D Relocation, Runway 15/33 and Taxiway A Rehabilitation
- Lubbock Preston Smith International Airport Terminal Apron Rehabilitation
- TxDOT Moore County Airfield Rehab
- LBB Taxiways M and J Rehabilitation
- Reese Tech Center 2020 EDA Grant
- LBB Airfield-Wide Joint Seal
- LEDA Miscellaneous
- TxDOT Perry Lefors Field (Pampa) Elec Improvements
- TxDOT Graham Municipal Airport
- TxDOT Post-Garza County Airport Improvements
- El Paso International Airport FBO Ramp Addition and Taxiway U & V Realignment
- Project Pursuit Write-off - Civil
- LEDA Lubbock Business Park South Half Infrastructure Improvements
- TxDOT Floydada Municipal Airport
- TxDOT Seymour Municipal Airport 2018
- LEDA-LBBK Bus Park N. Nutmeg and Hunter



Debbie German

Project Assistant

Debbie German is the Aviation Project Assistant (PASS) and has been with Parkhill since March 2015. She began with Parkhill in the Civil Clerical department, where she completed and reviewed FAA, TxDOT, and EJCDC specifications, reports, and more. She continues to work with those entities as well as assist in creating Parkhill's Civil Master Specifications to improve the firm's design communication and clarity. As a PASS, she provides project management support to the Aviation Sector with project documentation, internal and external communication, and project tracking. Debbie has a thorough understanding of TxDOT's eGrants, assisting clients in securing TxDOT funding for their projects, and Procore, Parkhill's go-to software for communicating Civil project information among the client, design team, and other stakeholders. In each capacity, Debbie serves the firm and its clients, recognizing the needs of the client, project managers, and contractors and working to liaise among each working part of the project successfully. She is also a dedicated member of the firm, having served on various internal committees to ensure Parkhill upholds its core values and motto of Building Community.

EDUCATION

University of Phoenix
Bachelor of Science
Human Services / Management, 2012

YEARS OF EXPERIENCE

6

NOTABLE PROJECTS

- LBB Airfield-Wide Joint Seal
- LBB Taxiways M and J Rehabilitation
- LBB Terminal Apron Rehabilitation
- MAF Airfield Lighting Rehabilitation
- MAF Airfield Pavement Marking
- MAF Airfield Wildlife Fence Improvements
- MAF Rehabilitate Concrete Apron
- MAF Rehabilitate NW Taxilane
- Plainview-Hale County Crack Seal Project
- Tulsa Airport Pavement Management
- Tulsa Airport Perimeter Road Rehabilitation
- TxDOT Cameron AP Pavement Rehab, Lighting, and PAPI
- TxDOT Cleburne Taxiway D Relocation, Runway 15/33 and Taxiway A Rehabilitation
- TxDOT Culberson County Airport Airfield Rehabilitation
- TxDOT Floydada Municipal Airport Hangar Access Taxiway Reconstruction
- TxDOT Odessa Ector County Airport Improvements
- TxDOT Pecos Municipal Airport Taxiway and Apron Pavement Rehabilitation
- TxDOT Post-Garza County Airport Improvements
- TxDOT Seymour Municipal Airport Runway 17-35 Improvements
- TxDOT Winkler County Airport Pavement Improvements
- Winkler County Airport Hangars

APPENDIX B: LABORATORY CERTIFICATION

Available Upon Request

APPENDIX C: SUBMITTAL PROCESS SUMMARY

Table 1: SUMMARY OF SUBMITTALS

Specification	Spec Section	Submitted By	Material	Test Standard	Test Required	Sampling Locations	Minimum Test Frequency	Requirements	Notes
C-100, Contractor Quality Control Program	100-1	C					1/Project		Contractor shall establish a CQCP
C-102, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	102-1	C					1/Project		Contractor to prepare SWPPP and NOI, submit copies to Engineer/Owner.
C-105, Mobilization		C		None	None				
P-101, Preparation/Removal of Existing Pavements		C		None	None				
P-152, Excavation, Subgrade, and Embankment	None	C							
Item 403, Asphalt Mix Pavement Base Course	403-2.1	C	Aggregate	Ferrous Sulfides/Iron Oxides	Lime Slurry	Source	1/Project	No Brown Gelatinous Precipitate	
	403-2.1.a	C	Course Aggregate	ASTM C131	Percent of Wear	Source	1/Project	<40%	
				ASTM C88	Sodium Sulfate Soundness Loss	Source	1/Project	<12% or <18% after 5 cycles	
					Fractured Faces	Source	1/Project	>75% by weight having 2 or more fractured faces and >85% by weight having at least 1 fractured face.	Achieved by crushing.
				ASTM D4791	Flat, elongated, and flat and elongated particles	Source	1/Project	<8% by weight	
	403-2.1.b	C	Fine Aggregate	ASTM D4318	Plasticity Index (PI) and Liquid Limit (LL)	Source	1/Project	PI < 6 LL < 25	
				ASTM C88	Soundness Loss (after 5 cycles)	Source	1/Project	<10% (for sodium sulfate) or <15% (for magnesium sulfate)	
				ASTM C142	Clay lumps and friable particles	Source	1/Project	<1% by weight	
			Natural Sand (if used)	ASTM D1073	Standard spec for fine aggregate (Grading, fineness modulus, and PI)	Source	1/Project	Must meet requirements of ASTM D1073	Applies if natural sand is used.
			Natural Sand (if used)	ASTM D4318	Plasticity Index (PI) and Liquid Limit (LL)	Source	1/Project	PI < 6 LL < 25	Applies if natural sand is used.
	403-2.2	C	Mineral Filler (if used)	ASTM D242	Standard spec for Mineral Filler	Source	1/Project	Must meet requirements of ASTM D242	If filler, in addition to that naturally present in aggregate, is necessary, this applies.
	403-2.3	C	Asphalt Cement Binder	ASTMD6373	Standard Spec for Asphalt Cement Binder	Source	1/Project	Munst meet requirements of ASTM D6373 for PG 64-28	Include manufacturer Certificate of Compliance in mix design. Supplier's certified test report provided to engineer for each load delivery to mix plant. If binder modified after delivery to mix plant, provide engineer with certified test report indicating grade certification.
	403-2.4	C	Anti-Stripping Agent or Additive	Shall be heat stable, not change the asphalt cement viscosity beyond specifications, contain no harmful ingredients, be added in recommended proportion by approved method, and APPROVED BY STATE DEPARTMENT OF TRANSPORTATION					Applies if anti-stripping agent or additive required.
	403-3.2	C	HMA Job Mix Formula (JMF)	Designed Using: Asphalt Instutitue's MS-2 Mix Design Manual, 7th edition	JMF	Plant	1 per JMF used	Submitted > 30 days prior to start of paving operations.	
				ASTM D4867	Tensile Strength Ratio	Plant	1 per JMF used	>75 when tested at 70-80% saturation	If TSR <75, use anti stripping agent to achieve >75.
				JMF to include, as minimum:					
				a. Total combined aggregate gradation, individual gradation of all aggregate stockpiles, and percent by weight of each stockpile used in the JMF					
				b. Percent of Asphalt Cement					
				c. Asphatl performance grade and type of modifier (if used)					
				d. Number of gyrations					
				e. Laboratory mixing temperature					
				f. Laboratory compaction temperature					
				g. Temperature-viscosity o fthe PG binder showing acceptable range of mixing and compation temperatures (for modified binders include supplier recommended mixing and compaction temperatures)					
				h. Plot of the combined gradation on a 0.45 power gradation curve.					
				i.Graphical plots of air voids, VMA, and unit weight versus asphalt content.					
				j. Specific gravity and absorption of each aggregate					
				k. Percent natural sand (if used)					
				l. Percent fractured faces					
				m. Percent by weight of flat particles, elongated particles, and flat and elongated particles					
				n. Tensile Strength Ratio (TSR)					
				o. Anti-strip agent (if required)					
				p. Date JMF was developed (must not be from prior construction season and less than 90 days prior to production).					
				q. Percentage and properties of RAP, if used (asphalt content, binder properties, and aggregate properties).					
				Contractor shall submit result of verification testing of 3 samples prepared at optimum asphalt content. The average of these results will indicate conformance with the JMF requirements of Tables 1 and 3.					
				Table 1: Gyratory Design Criteria (75 gyrations)					

Table 1: SUMMARY OF SUBMITTALS

Specification	Spec Section	Submitted By	Material	Test Standard	Test Required	Sampling Locations	Minimum Test Frequency	Requirements	Notes
				Target Air Voids = 3.5%					
				VMA minimum = 15%					
				Gradation meeting Table 3 Gradation					
			HMA	Gyratory Design Using 75 Gyrations	Target Air Voids	Plant HMA Samples	3 per JMF	3.50%	
					Voids in Mineral Aggregate (VMA)	Plant HMA Samples	3 per JMF	15% (minimum)	
			HMA	ASTM D6307 or ASTM D2172	Asphalt Content	Plant HMA Samples	3 per JMF	5.0-7.5% (Stone or Gravel); 6.5-9.5% (Slag)	Use ASTM D2172 if correction factor in ASTM D6307 is >1.0.
			HMA	ASTM C136 and ASTM C117	Gradation	Plant HMA Samples	3 per JMF	Table 3	
	403-3.4	C	Recycled Asphalt Pavement (RAP)	RAP Not Used					
	403-4.11	C	Laydown Plan: Contractor shall submit a laydown plan prior to placement of HMA						Should be designed to minimize cold joints in pavement.
	403-5.1	C	Contractor Quality Control Plan: Contractor shall not be allowed to place test section until Contractor Quality Control Program has been approved. (401-3.5)						See section 403-5.1 for minimum plan elements.
P-602, Bituminous Prime Coat		C	Asphalt	ASTM D977, D2397, D2027 or D2028	Asphalt Type	Source	1/Project	Conforms to test method.	
	602-2.1	C	Bituminous Material	ASTM D3628	Selection and Use of Emulsified Asphalts	Source	1/Project		
	602-2.2	C	Herbicide			Source	Project	Herbicide Product	
P-603, Bituminous Tack Coat	603-2.1	C	Bituminous Material	(ASTM D3628) ASTM D977, D2028 or D2397	Selection and Use of Emulsified Asphalts	Source	1/Project	Conforms to test method.	
P-605, Joint Sealants for Pavements	605-2.1	C	Sealant	ASTM D5893					
	605-2.2	C	Backer Rod	ASTM D5249					
	605-2.3	C	Bond Breaker	ASTM D789					
P-501, Cement Concrete Pavement	501-2.1.a.1	C	Fine and Coarse Aggregate	ASTM C1260	Alkali Reactivity of Aggregates	Source	1/Coarse Aggregate; 1/Fine Aggregate	<.1% at 28 days	
	501-2.1.a.2-3	C	Fine and Coarse Aggregate	ASTM C1567	Alkali Reactivity of Aggregates	Source	1/Project	<.1% at 28 days	Combine Fine and Coarse Aggregate.
	501-2.2 and 501-2.2.1	C	Coarse Aggregate	ASTM C666	Freeze/Thaw Test	Lab/Source	1/Project	Durability factor ≥ 95.	
	501-2.11.c	C	Fine and Coarse Aggregate	ASTM C33	Concrete Aggregates	Source	1/Coarse Aggregate; 1/Fine Aggregate	Conform to test method.	
	501-2.1.b-e	C	Fine and Coarse Aggregate	ASTM C136	Sieve Analysis	Source	1/Coarse Aggregate; 1/Fine Aggregate	Sieve Table	
	501-2.2	C	Cement	ASTM C150	Portland Cement	Source	1/Project	Type II	
	501-2.10.a	C	Air-Entraining Admixture	ASTM C260	Air-Entraining Admixtures for Concrete	Source	1/Project	Conform to test method.	
	501-2.10.c	C	Chemical Admixture	ASTM C494	Chemical Admixtures	Source	1/Project	Retarding shall meet Type A, B, or D; Set accelerating shall meet Type C; Calcium chloride and admixtures containing calcium chloride shall not be used.	
	501-2.4	C	Joint Seal	ASTM D5893 or ASTM D1752		Source	1/Project	Conform to test method.	
	501-2.7.a	C	Dowel Bars	ASTM A107B and ASTM A615	Epoxy	Source	1/Project	Conform to test method.	
	501-2.6	C	Steel Reinforcement	ASTM A615	Standard Spec for Deformed and Plain Billet-Steel Bars	Source	1/Project	Grade 60	
	501-2.9	C	Curing Material	ASTM C309	Liquid-Membrane Forming Curing Materials	Source	1/Project	Type 2, A or B	
	501-3.3	C	PCC	ASTM C78	Flexural Strength of Concrete Specimens	Source/Lab	1/Project	Shall develop a flexural strength of 650 psi in 28 days.	
	501-3.3	C	PCC	ASTM C143	Slump Test	Source	1/Project	Slump not more than 4".	
	501-3.6	C	PCC	ASTM C231	Air Content Test	Source	1/Structure	Concrete shall contain %5 of entrained air ±1%.	
	501-3.4	C						Mix Design	
P-620, Runway And Taxiway Marking	620-2.2	C	Paint			Source	Project	Paint Type	
	620-2.2.a	C	Paint	FED SPEC TT-P-1952E	Paint Spec.	Source	1/Project	Conform to test method.	
	620-2.3	C	Reflective Media	FED SPEC TT-B-1325D	Reflective Media	Source	1/Project	Conform to test method.	
T-901, Seeding	901-2.1	C	Seed	Fed Spec JJJ-S-181	Type	Source	Project	Seed blend/quantity of pure live seed.	
	901-2.3	C	Fertilizer		Type	Source	Project	Fertilizer.	
T-905, Topsoiling	905-2.1	C	Topsoil	ASTM C117	Materials Finer Than No. 200 Analysis	Source	Project		
	905-2.1	C	Topsoil		pH	Source	Project	pH	
	905-2.1	C	Topsoil		% Organics	Source	Project	% of organics	
		C	L-824 5 KV Cable						
		C						#6 AWG copper ground wire	

Table 1: SUMMARY OF SUBMITTALS									
Specification	**Spec Section**	**Submitted By**	**Material**	**Test Standard**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
L-108, Underground Power Cables for Airport		C	L-823 Connector Kits						
		C						Cable splicer qualifications	Send sample splices to Engineer for review.
MC-Geotextile		C	Geotextile Fabric					Submit per Specifications	
MC-Handhole		C	Metal Lid					Submit per Plans and Specifications	
Other Submittals		C							Verify all materials brought to the site have been submitted for review.

APPENDIX D: QUALITY CONTROL TESTING (BY CONTRACTOR)

Table 2: QUALITY CONTROL (by Contractor)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-101, Removal of Existing Pavement		C		None	None				Pulverized materials to stockpile and reuse as subbase
P-152, Excavation, Subgrade, and Embankment		C		None	None				
P-403, Asphalt Mix Pavement Base Course	403-6.3.a	C	Asphalt Content	ASTM D6307 (or ASTM D2172)	Asphalt Content	During Production	2 / lot	5-7% (Stone or gravel) 6.5%-9.5% (Slag)	If pay factor in ASTM D6307 >1.0, use ASTM D2172.
	403-6.3.b	C	Aggregate	ASTM D5444, C136, and C117	Gradation	During Production	2 / lot	See Table 3	
	403-6.3.c	C	Aggregate	ASTM C566	Moisture Content of Aggregate	During Production	1 / lot		
	403-6.3.d	C	HMA	ASTM D1461 (or AASHTO T329 when determined by conventional oven or microwave)	Moisture Content of HMA	During Production	1 / lot	<0.5% (401-4.9	
	403-6.3.e	C	Binder and HMA	Manual	Temperature	Binder in storage tank, HMA at plan, and HMA at job site	4 / lot	Within limits of JMA	
	403-6.3.f	C	HMA	ASTM 2950	In-Place Density Monitoring	In-place	As needed to ensure density requirements are met	Mat 96.3-101.3% Joint 93.3%	
	403-6.3.g, Additional Testing	C	Contractor may perform other testing as desired to ensure quality standards are met.						
	403-6.3.h, monitoring	C	Engineer has the right to monitor any or all of the Constractor's QC testing.						
	403-6.5, Control Charts	C	HMA	Aggregate Gradation	Contractor to maintain linear control charts both for individual measurements and range. See 6.5.a for Individual measurement control chart limits and 6.5.b for Range control chart limits.				
				Asphalt Content					
				VMA					
	403-6.6, Quality Control Reports	C	Contractor shall maintain records and submit reports daily (See General Conditions, Section 100).						
P-602, Bituminous Prime Coat		C			None				
P-603, Bituminous Tack Coat					None				
P-605, Joint Sealant for Pavement		C		None	None				
P-501, Cement Concrete Pavement	501-2.1.b & c	C	Fine Aggregate	ASTM C33	Gradation	Source	1/Project		
	501-2.2	C	Cement	ASTM C150, Type II		Source	1/Project		
	501-2.6	C	Water	ASTM C1602		Source	1/Project		
	501-2.10	C	Admixture	ASTM 260	Air Entrainment				
	501-2.10	C	Admixture	ASTM C494, Type A, B or D	Water Reducer	Source	1/Project	Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.	
	501-2.10.c	C	Admixture	ASTM C494, Type A, B or D	Other chemical admixtures	Source	1/Project	Shall meet requirements of ASTM C494 Type C	Do not use calcium chloride and admixtures containing calcium chloride.
	501-3.3	C	PCC	ASTM C143	Slump Test		1/pour	Slump not more than 4"	RPR to monitor test.
	501-3.6	C	PCC	ASTM C231	Air Content		1/pour	5% ± 1%	RPR to monitor test.
P-620, Runway And Taxiway Marking		C			None				
L-108, Underground Power Cables for Airport		C							
MC-Geotextile		C			None				
MC-Handhole		C			None				
Other Submittals		C			None				

APPENDIX E: ACCEPTANCE TESTING/QUALITY ASSURANCE (BY ENGINEER)

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
C-102, Temp Air and Water Pollution, Soil Erosion, and Siltation Control		E			None	None			
P-101, Preparation/Removal of Existing Pavement		E							
P-152, Excavation, Subgrade, and Embankment	152-2.6	E	Subgrade	ASTM D698	Nuclear Density Test	In-Place	1 / 1,000 SY	Top 12 inches of subgrade shall be compacted to no less than 95% maximum density for cohesive soils	Determine % water requirement
	152-2.5	E	Subgrade		Proof Rolling	In-Place	On compact in-place layer	>1 inch or engineer discretion shall be removed or reworked	Tire loaded to min of 30,000lbs; tires min 125 psi.
	152-2.9	E	Subgrade	ASTM D1557	Proctor	Source	1/per material type encountered		
	152-2.13	E	Subgrade	Straight-Edge Grade Tolerance	Surface smoothness	In-Place	Grid Spacing at 50-ft.	≤1/2" deviation (using 12' straight-edge); ±0.05' from true grade.	
P-156, Temporary Air and Water Pollution, Soil Erosion, and Siltation Control		E		None	None				

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-403, Asphalt Mix Pavement Base Course	403-5	E	Plant HMA	ASTM D3203	Air Voids	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot	2-5%	Based on Theoretical Maximum Specific Gravity.
				ASTM D6925	Lab Compacted Specimens	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot	See Table 1, 401-3.2 for number of gyrations.	
				ASTM D2726 or ASTM D6752	Bulk Specific Gravity of Lab Compacted Specimens	During production from trucks either at plant or onsite.	1 set of 3 specimens per sublot		
				ASTM D2041	Theoretical Maximum Specific Gravity	During production from trucks either at plant or onsite.	1/sublot		
	403-6	C	In-Place HMA	ASTM D979	Mat density Coring	By Engineer on random basis according to ASTM D3665	1/sublot	Minimum 5" diameter, not closer than 1' from joint.	Contractor responsible for coring using diamond core drill bit.
					Joint density coring		1/sublot	Minimum 5" diameter, centered on joint.	
		E		ASTM D2726 or ASTM D6752	Bulk Specific Gravity of In-Place Samples	Cores from finished HMA	1/sublot for Mat and Joint		See 5.1.b(4) for correct test.
		E		ASTM D3203	Air Voids	Cores from finished HMA	1/sublot	2-5%	Based on Theoretical Maximum Specific Gravity
		E		Mat Density	Mat % Compaction = Mat Core Bulk Specific Gravity / Lab Specimen Bulk Specific Gravity		1/sublot	>96.3% and <101.3%	
		E		Joint Density	Joint % Compaction = Joint Core Bulk Specific Gravity / Lab Specimen Bulk Specific Gravity		1/sublot	>93.3%	
	403-6	E	In-Place HMA	Visual From Cores	Thickness	Cores from finished HMA	1/sublot	Single Sample Defiency 1/4" max avg thickness shall not be less than indicated lift thickness.	
		E		12' Straightedge	Smoothness	Transverse (perpendicular to CL)	50' intervals	<1/4" Variance	
		E		12' Straightedge	Smoothness	Paving Joints Between Lots	50' intervals (or less per Engineer)	Prior to production	
		E		12' Straightedge	Short Section (<200' lot length) Longitudinal Smoothness	Parallel to CL of paving and at center of paving lanes when widths < 20', or at the 1/3rd points when paving lane >20'.	Full length of short lot section	<1/4" Variance	Shall not be made through grade changes or cross slope transitions.
		E		Licensed and Stamped Survey	Grade	In-place finished HMA at 50' intervals longitudinally, and transversely at each grade brake but not less than 50'.	Every day during paving	Within 1/2" of design	Contractor to submit data to engineer the following day.
		E				During Production from Trucks either at plant or on site	Every Truck	Collect batch tickets	Write applicable information on batch tickets. Number and scan tickets.
P-602, Bituminous Prime Coat		E			Monitor application rate.	Site			RPR to monitor.
P-603, Bituminous Tack Coat		E			Monitor application rate.	Site			RPR to monitor.

Table 3: QUALITY ASSURANCE (by Engineer)									
Specification	**Spec Section**	**Test By**	**Material**	**Test Procedure**	**Test Required**	**Sampling Locations**	**Minimum Test Frequency**	**Requirements**	**Notes**
P-605, Joint Sealants for Pavements		E		None	None				
P-501, Cement Concrete Pavement	501-2.1.a.1	E	PCC	ASTM 1260	Reactivity	Source	1/Project		
	501-2.1.b&c	E	PCC	ASTM C33	Gradation	Source	1/Project	Must meet requirements of Coarse Aggregate Grading Requirements	
	501-2.1	E	PCC	ASTM C666	D-Cracking	Source	1/Project	20 year service record for the same gradation supplied with no history of D-Cracking	
	501-2.1	E	Fine Aggregate	ASTM C33	Gradation	Source	1/Project	Blending will be permitted to meet the gradation requirements for fine aggregate.	
	501-3.3	E	PCC	ASTM C78	Flexural Strength Specimens		1/pour	Develop compressive strength of 3500psi in 28 days.	
	501-3.3	E	PCC	ASTM C143	Slump Test		1/pour	Not more than 4".	
	501-3.6	E	PCC	ASTM C231	Air Content		1/pour	5% air ± 1%	
	501-4.7	E			Weather/ Ambient Temperature	Site	As needed throughout placement or as conditions change.	See spec.	
P-620, Runway And Taxiway Marking	620-3.5	E							Layout Tolerance
	620-3.5	E	Paint						Paint Appli. Rate
	620-3.5	E	Beads						Glass Bead Appli. Rate
	620-3.8	E							Retro-reflectance
L-108, Underground Power Cables for Airport		E			Insulation resistance			RPR to observe QC test.	
L-110, Airport Underground Electrical Duct Banks and Conduits		E			None				
MC-Geotextile		E			None				
MC-Handhole		E			None				
Other Submittals		E			None				Verify all delivered material is per submittals and specs.

City Council Meeting

Item Number: 12

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION AUTHORIZING THE EXECUTION OF A PROMOTIONAL AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND MIDLAND DOWNTOWN FARMERS MARKET, INC., TO ADVERTISE OR PUBLICIZE THE CITY OF MIDLAND FOR THE PURPOSE OF DEVELOPING NEW AND EXPANDED BUSINESS ENTERPRISES (DISTRICT 2) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a special meeting on August 12, 2024 a resolution authorizing the execution of a promotional agreement with Midland Downtown Farmers Market, Inc., to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises.

Recommended City Council Action:

Approve

Fiscal Impact:

$75,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

This agreement provides for $75,000.00 in funding from the MDC over 3 years, at $25,000 per year. The Midland Downtown Farmers Market will provide a venue for small businesses in

downtown Midland, supporting local businesses, artisans, and producers. MDC's support will help the market promote its vendors, and keep vendor costs competitive with other farmers markets in the region.

Monroe Williams Jr.

City Manager's Office

PROMOTIONAL AGREEMENT

THIS PROMOTIONAL AGREEMENT ("***Agreement***") is made and effective the 27th day of August 2024, by and between THE MIDLAND DEVELOPMENT CORPORATION ("***MDC***"), an economic development corporation existing under the authority of Chapter of 504 of the Texas Local Government Code, and MIDLAND DOWNTOWN FARMERS MARKET INC. ("***MDFM***"). In this Agreement, MDC and Midland Downtown Farmers Market, Inc., are sometimes individually referred to as a "***Party***" and collectively referred to as the "***Parties***."

W I T N E S S E T H:

WHEREAS, MDC is authorized to expend promotional funds in order to advertise or publicize the City of Midland for the purpose of developing new and expanded business enterprises pursuant to Section 504.105 of the Texas Local Government Code;

WHEREAS, MDC's expenditure of promotional funds for the advertising and promotional services described herein will advertise and publicize the City of Midland for the purpose of developing new and expanded business enterprises, and will thereby enhance and promote economic development within the City of Midland; and

WHEREAS, it is the desire of the Parties to combine their efforts for the purpose of promoting the City of Midland and the MDFM;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, and in consideration of the mutual benefits which will accrue to the Parties, as well as the general citizenry of the City of Midland, the Parties have agreed and do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the MDFM shall perform advertising and promotional services for MDC for the purpose of developing new and expanded business enterprises in the City of Midland and thereby enhance and promote economic development within the City of Midland.

II. OBLIGATIONS OF THE PARTIES

A. MDC Payment. MDC agrees to make three (3) payments to MDFM in accordance with the following schedule:

1. $25,000.00 on or before September 30, 2024; and
2. $25,000.00 on or before September 30, 2025; and
3. $25,000.00 on or before September 30, 2026.

The total funds provided by MDC under this Agreement shall not exceed $75,000.00. The Parties covenant and agree that all funds provided by MDC under this Agreement are in exchange for MDFM's advertising and promotional services set forth herein.

Exhibit A

B. MDFM Services. MDFM shall use all reasonable, but commercially prudent, efforts to provide those services described in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. MDFM shall perform all services in a workmanlike manner. MDFM shall coordinate with MDC's Executive Director regarding the design, nature, content, and implementation of the services to enable the advertising and promotional activities performed hereunder to be effective and efficient in achieving the purpose of this Agreement.

C. MDFM Report. Each year during the term of this Agreement, at a time and place mutually agreed to by the Parties, MDFM shall provide MDC with a report or presentation containing a detailed summary of MDFM's efforts to promote new and expanded business enterprises within the City of Midland. The Parties acknowledge and agree that MDC's payment obligations under this Agreement are expressly contingent upon MDFM's satisfaction of its obligations contained in this Section and Section II.B.

III. INDEPENDENT CONTRACTOR

MDFM shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of MDC. MDMF shall have exclusive control of, and the exclusive right to control, the details of the work to be performed hereunder and all personnel performing the same, and shall be solely responsible for the acts and omissions of its officers, members, agents, employees or contractors. In no event shall any person participating in or performing any of MDFM's duties or responsibilities hereunder be considered an officer, agent, or employee of MDC. 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. MDFM 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. MDC does not have the power to direct the order in which the work is done. MDC shall not have the right to control the means, methods or details of MDFM's work. MDFM shall assume exclusive responsibility for its work.

IV. TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective August 27, 2024, and shall terminate on December 31, 2026, or when terminated by mutual agreement of the Parties, or when terminated as hereinafter provided.

V. GENERAL TERMS

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

B. Termination. MDC may terminate this Agreement at will for any or no reason upon giving at least sixty (60) days' written notice to MDFM. The Parties to this Agreement understand and agree that it is in MDC's sole and absolute discretion to cancel the Agreement during the term of the Agreement without penalty to MDC. MDFM has no expectation and has received no guarantees that this Agreement will not be terminated before the end of the

Agreement term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

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

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

E. Notices. All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at its respective address shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided herein. Either Party hereto may change the address below by sending written notice of such change to the other Party. Email shall also be an acceptable method of delivery.

If to MDC:	*If to MDFM:*
Midland Development Corp. 200 N. Loraine St., Suite 610 Midland, Texas 79701	Midland Downtown Farmers Market, Inc PO Box 114 Tarzan, Texas 79783

F. Assignment. This Agreement shall be binding upon the Parties and their successors and assigns. This Agreement may not be assigned by MDFM without the prior written consent of MDC.

G. Release. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, MDFM HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES MDC, MDC'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT MDFM HAS OR MAY 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 MDC'S NEGLIGENCE.

H. Amendments. This Agreement may be amended by written instrument executed by both Parties expressly stating the intention to amend this Agreement.

I. Governmental Immunity. By executing this agreement, MDC is not waiving its right of governmental immunity. MDC is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

J. **Waiver of Attorney Fees.** By executing this Agreement, **THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY AND CONCLUSIVELY WAIVE ANY CLAIM THEY HAVE OR MAY HAVE AGAINST THE OTHER PARTY REGARDING THE AWARD OF ATTORNEY FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION, OR BREACH OF THIS AGREEMENT. THE PARTIES 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), SAID PARTY AGREES TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY FEES TO WHICH IT MIGHT OTHERWISE BE ENTITLED.**

K. **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 shall be deemed to have occurred in Midland County, Texas.

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

M. **Governmental Function.** MDC and MDFM hereby acknowledge and agree that the entirety of MDC's performance and obligations under this Agreement are governmental functions. By entering into this Agreement, MDFM releases MDC from any present or future claims asserting that MDC's performance or obligations under this Agreement are not governmental functions.

[Signature Pages Follow]

EXECUTED by the duly authorized officials of the Parties as of the day and year first above written.

MIDLAND DEVELOPMENT CORPORATION

P. Lourcey Sams, Chairman

ATTEST:

Jill Pennington, Secretary

MIDLAND DOWNTOWN FARMERS MARKET, INC.

By Samantha Borgstedt

Name Samantha Borgstedt

Title Market Director

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared Samantha Borgstedt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed and delivered the foregoing instrument for the purposes and consideration therein expressed on behalf of MIDLAND DOWNTOWN FARMERS MARKET, INC.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August, 2024.

Ramona Z. Hernandez

Notary Public, State of Texas

RAMONA Z HERNANDEZ
Notary ID #131152875
My Commission Expires
June 11, 2025

Promotional Services to be Provided by Midland Downtown Farmers Market, Inc.

1. In providing a venue for an average of at least thirty (30) vendors per week for each calendar year during the term of the Agreement, Midland Downtown Farmers Market, Inc., shall post signage or other conspicuously placed promotional materials that (a) advertise the City of Midland, and/or (b) reference the Midland Development Corporation's support for Midland Downtown Farmers Market, Inc.
2. Branding the City of Midland for the purpose of developing new and expanded business enterprises in website, brochure, and media materials.
3. Promoting Midland Downtown Farmers Market, Inc. as an entity that brings the community together to celebrate Midland's diversity and choice, while supporting local businesses, artisans, and producers.
4. Including references to the Midland Development Corporation's support for Midland Downtown Farmers Market, Inc. in media releases, including advertising, social media posts, television, and newspaper coverage.
5. Including a description and logo for the Midland Development Corporation in Midland Downtown Farmers Market, Inc.'s website and promotional materials.

Exhibit A

City Council Meeting

Item Number: 13

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND THE CITY OF MIDLAND PROVIDING FOR THE WIDENING OF THAT CERTAIN PORTION OF AVALON DRIVE LOCATED BETWEEN BRIARWOOD AVENUE AND MOCKINGBIRD AVENUE; AND AUTHORIZING PAYMENT FOR SAID AGREEMENT (DISTRICT 4) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

The Board of Directors of the Midland Development Corporation approved at a special meeting on August 12, 2024 a resolution authorizing the execution of an economic development agreement with the City of Midland providing for the widening of that certain portion of Avalon Drive located between Briarwood Avenue and Mockingbird Avenue as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

$1,000,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

This agreement provides funds to widen Avalon Drive to three lanes between Briarwood Avenue and Mockingbird Avenue. $1,000,000.00 will be provided to the City of Midland from the MDC in three equal payments over three years.

Morris Williams Jr.

City Manager's Office

ECONOMIC DEVELOPMENT AGREEMENT

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

I.
Recitals

A. MDC and City desire to set forth the terms and conditions upon which One Million and No/100 Dollars ($1,000,000.00) in incentive funds will be provided to City as consideration for widening Avalon Drive from two lanes to three lanes between Briarwood Avenue and Mockingbird Avenue (the "*Project*").

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

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

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

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

II.
MDC Funding

A. **Incentive Funds.** As consideration for City's construction of the Project, MDC agrees to provide incentive funding to City in an amount equal to One Million and 00/100 Dollars ($1,000,000.00). Said funding shall be referenced herein as the *"Incentive Funds."*

Exhibit A

B. **Payment of Incentive Funds.** Within six (6) moths following MDC's receipt of written notice from City that City has executed a contract with a third party for the construction of the Project (the *"Construction Contract"*), MDC shall pay to City Three Hundred and Thirty-Three Thousand and 34/100 Dollars ($333,333.34). Upon MDC's receipt of the certification referenced in Section III.B, but in any event no sooner than twelve (12) months following MDC's receipt of written notice from City that City has executed the Construction Contract, MDC shall provide City with Three Hundred and Thirty-Three Thousand and 33/100 Dollars ($333,333.33). Twelve months following receipt of the certification referenced in Section III.B, MDC shall provide City with Three Hundred and Thirty-Three Thousand and 33/100 Dollars ($333,333.33) It is expressly understood that the Funds, cumulative in their amounts, shall not exceed a total of One Million and No/100 Dollars ($1,000,000.00). MDC agrees to forgive repayment of the Funds if the conditions contained in Section III are met.

III.
Obligations of City

A. **The Project.** City agrees to engage in (or provide for) the following activities in furtherance of the Project: construction of the widening of Avalon Drive from two lanes to three lanes between Briarwood Avenue and Mockingbird Avenue. A depiction of the Project scope is contained in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

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

C. **Repayment of Incentive Funds.** If City fails to provide for provide for the completion of the Project by December 31, 2026 (the "*Construction Completion Date*"), then City agrees to repay all unused Incentive Funds to MDC. Any repayable Incentive Funds shall be repaid, without interest, within thirty (30) days following City's receipt of written notice from MDC that any portion of the unused Incentive Funds are due to be repaid pursuant to this Section.

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

IV.
Term

Upon execution by all of the parties, this Agreement becomes effective on August 27, 2024 (the "*Effective Date*"), and shall terminate when the requirements set forth in Sections II and III are completed, or when terminated by mutual agreement of the parties, or when terminated as hereinafter provided.

V.
Law

The parties are aware of statutory limitations on the Funds and the use of the Funds under Chapters 501 and 504 of the Texas Local Government Code, and the parties acknowledge that the Funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

VI.
Documents

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

VII.
Special Conditions

A. **Financial Commitment.** Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment during the term of this Agreement shall not exceed One Million and No/100 Dollars ($1,000,000.00) in the aggregate.

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

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

VIII.
General Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

If to MDC:

MDC Executive Director
200 N. Loraine St., Suite 610
Midland, Texas 79701

If to City:

City Manager
City of Midland
P.O. Box 1152
Midland, Texas 79702

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

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

IN WITNESS WHEREOF, MDC and City have executed this Agreement on the _____ day of _____, 2024.

MIDLAND DEVELOPMENT CORPORATION

P. Lourcey Sams, Chairman

ATTEST:

Jill Pennington, Secretary

CITY OF MIDLAND, TEXAS

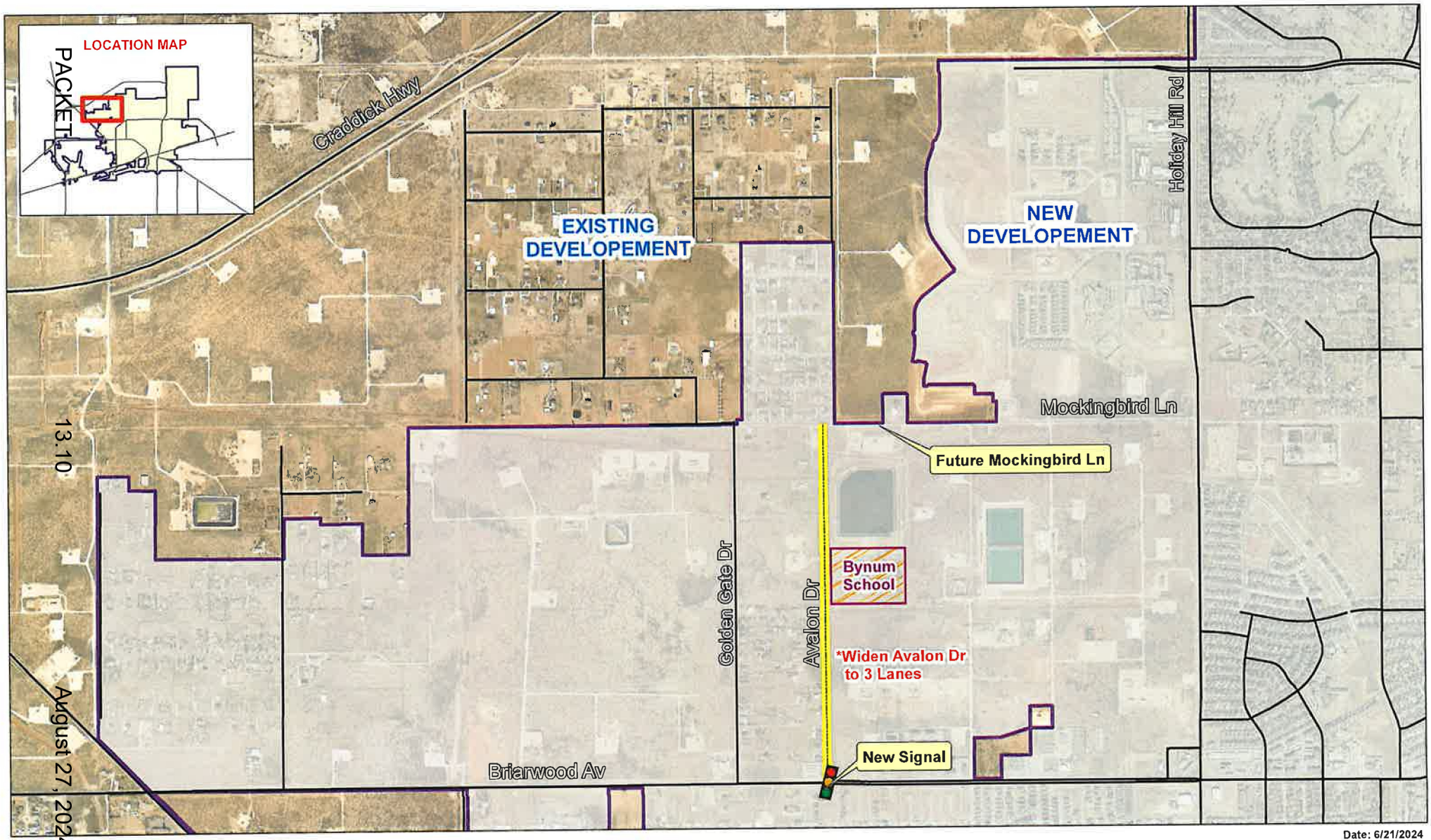
_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley German, City Secretary



PACKET 13.10 August 27, 2024

Legend

- Project Road
- Street
- City Limit

Avalon Drive Widening Project

Exhibit A

0 500 1,000 Feet

©THE CITY OF MIDLAND - 2024

City Council Meeting

Item Number: 14

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Sara Harris,

Subject: MOTION AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE MIDLAND DEVELOPMENT CORPORATION AND LS BRENTWAY LLC AS AUTHORIZED BY TEXAS LOCAL GOVERNMENT CODE § 501.103 (DISTRICT 2) (CITY MANAGER) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

At a special meeting on August 26, 2024, the Midland Development Corporation board of directors approved a resolution authorizing the execution of an economic development agreement between the Midland Development Corporation and LS Brentway LLC as authorized by Texas Local Government Code § 501.103; and authorizing payment for said agreement.

Recommended City Council Action:

Approve

Fiscal Impact:

$5,000,000.00

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

Earlier this year, the Midland Development Corporation and the City of Midland approved an agreement with Midland Downtown Renaissance for the development of Hotel Santa Rita. The

Hotel Santa Rita project will have significant impact on the downtown area, but additional hotel rooms to support the activities of downtown Midland are still needed.

This project will renovate the existing building at 112 South Loraine downtown into a Tapestry Hilton with 80 rooms.

The total cost of the Tapestry Hilton project is $26.6 million. The agreement includes a commitment from the MDC for $5 million for infrastructure costs, with $1,250,000.00 to be disbursed when the project is initiated, $2,500,000.00 to be disbursed when the project is 50% complete, and $1,250,000.00 to be disbursed when the project is completed.

A previously-approved agreement between the City of Midland for the Tapestry Hilton project will provide property tax rebates and hotel occupancy tax rebates.

The MDC's incentive is $5,000,000.00 and the City of Midland's incentive includes $2,000,000.00 in Hotel Occupancy Tax grants and an estimated $382,000.00 in property tax rebates. These incentives total $7.38 million, or about 27% of the total project.

Over the next 20 years, Midland taxpayers will see an estimated $11 million in added tax revenue to the site. Taxes are generated from property taxes, sales taxes, and hotel occupancy taxes paid to all Midland taxing entities.

The property currently generates about $15,000 per year in total tax revenue.

Morris William Jr.

City Manager’s Office

ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of _____, 2024 (the "***Effective Date***") by and between the **MIDLAND DEVELOPMENT CORPORATION** ("***MDC***"), an Economic Development Corporation existing under the authority of Chapter 504 of the Texas Local Government Code, and **LS BRENTWAY LLC** ("***Owner***"), a Texas limited liability company. MDC and Owner are sometimes referred to herein individually as a "***Party***" and collectively as the "***Parties***."

ARTICLE I. RECITALS

A. Owner has acquired fee simple ownership of the surface estate of certain real property described as Lots 22, 23, and 24, Block 65, Original Town Addition, City and County of Midland, Texas, and other improvements located thereon (collectively, the "***Property***").

B. Owner intends to redevelop the Property in accordance with the Project Design Documents (as defined herein), the Hilton Tapestry Brand Standards – North America 2500 – Design, Construction & Renovation Standards, that certain Franchise Agreement to be executed by Owner and Hilton Worldwide Holdings Inc. (or a subsidiary or affiliate thereof) in order to achieve a hotel with the following minimum qualities and amenities: (i) a six-story hotel of a quality consistent with the list of comparable hotels contained in the Project Design Documents with approximately eighty (80) guest rooms; (ii) a total area of approximately thirty-four thousand (34,000) square feet; (iii) a boardroom; (iv) a market or pantry area; (v) a fitness facility; (vi) a lounge area with a lobby; and (vii) an upscale restaurant and bar (the "***Project***").

C. MDC and Owner desire to combine their efforts to facilitate the redevelopment of the Property as the Project.

D. Due to the location of the Property in downtown Midland, Texas, the Parties desire for the Property to be redeveloped, operated, and maintained at hotel industry standards in order to reflect positively on the City of Midland as a whole.

E. The Parties propose that private and public funds and resources be used to redevelop the Property as the Project.

F. Owner, subject to the terms of this Agreement, desires to redevelop the Property into a boutique hotel that includes a boardroom, market or pantry area, fitness facility, lounge area with a lobby, and an upscale restaurant and bar.

G. The MDC Board of Directors (the "***Board***") finds and determines that providing the incentives described herein to Owner in exchange for Owner's completion of the Project will promote local economic development, stimulate business and commercial activity, and create

jobs within the City of Midland.

H. The Board finds and determines that the Project is in the public interest and will directly establish a public purpose for the City of Midland and the State of Texas in promoting the economic welfare of the general public by securing and retaining business enterprises as a result of maintaining a higher level of employment, economic activity, and stability.

I. The Board finds that the purpose of this Agreement qualifies as an infrastructure improvement project under Section 501.103 of the Texas Local Government Code and is therefore eligible for MDC funding.

J. The Board finds that the Project and its expenditures are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises within the City of Midland.

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

L. The Parties desire to enter into this Agreement in order to set forth the Parties' respective rights, obligations, and undertakings with regard to the funding, development, and operation of the Project.

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

ARTICLE II.
MDC FUNDING

A. **Incentive Funds.** As consideration for Owner's construction of the Project, MDC agrees to provide incentive funding to Owner in an amount equal to Five Million and No/100 Dollars ($5,000,000.00). Said funding shall be referenced herein as the "***Incentive Funds***."

B. **Payment of Incentive Funds.** Contingent upon Owner's satisfaction of the obligations contained in Article III, MDC shall provide Owner with the Incentive Funds in accordance with the following schedule, terms, and conditions:

1. **Disbursement No. 1.** Within ten (10) business days following MDC's receipt of Owner's architect's written certification of the date on which the Project's construction is fifty percent (50%) complete based on work completed as a percentage of the total Project construction, MDC shall provide Owner with the first disbursement of the Incentive Funds in the amount of One Million Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00).

2. **Disbursement No. 2.** Within ten (10) business days following MDC's receipt of a

copy of the Certificate of Occupancy (as defined herein) for the Project, MDC shall provide Owner with the final disbursement of the Incentive Funds in the amount of Three Million Seven Hundred Fifty Thousand and No/100 Dollars ($3,750,000.00).

C. **Distribution of Disbursements.** Notwithstanding any contrary provision contained herein, MDC shall not be required to provide Owner with more than one (1) Incentive Fund disbursement within the same MDC fiscal year. If more than one (1) Incentive Fund disbursement becomes due in the same MDC fiscal year, such disbursement shall be delayed until MDC's next fiscal year.

ARTICLE III.
OBLIGATIONS OF OWNER

During the term of this Agreement, Owner shall comply with the following terms and conditions.

A. **Capitalization Verification.** As an express condition to MDC's obligations hereunder, Owner is required to demonstrate and verify its financial capability to fund and complete the Project through the provision of specific financing and capitalization documents. This process, referenced herein as "***Capital Verification***," shall ensure Owner's financial capability as the Project progresses.

1. Requirements for Each Capitalization Verification. Owner shall provide the following documentation for each Capitalization Verification:

   a. Proof of Sufficient Funding – Documentation from one or more third-party institutional lenders and equity partners, in a format reasonably acceptable to MDC, confirming the availability of necessary funds for the Project; and

   b. Financial Planning Documents – Updated budget and financial projections for the Project, detailing expected costs and revenues.

2. Submission Schedule. Owner shall submit a total of four (4) Capitalization Verifications to MDC at critical stages of the Project:

   a. Initial Verification – No later than sixty (60) days after the Effective Date;

   b. Pre-Construction Verification – At least thirty (30) days (but not more than forty-five (45) days) before issuance of the certification outlined in Article III.E of this Agreement; and

   c. Pre-Disbursement Verification – At least thirty (30) days (but not more than forty-five (45) days) before issuance of Owner's architect's written certification that Project's construction is fifty percent (50%) complete as outlined in Article II.B.1 of this Agreement; and

d. Pre-Certification Verification – At least (30) days (but not more than forty-five (45) days) before the issuance of the certification outlined in Article II.B.2 of this Agreement.

3. Incomplete Capitalization Verification. If Owner fails to submit a complete Capital Verification as required under this Agreement, MDC shall promptly notify Owner in writing of the deficiencies. Owner shall cure the deficiencies to MDC's reasonable satisfaction within thirty (30) days of Owner's receipt of MDC's deficiency notice.

4. Rights Upon Failure to Cure. If Owner fails to cure a deficiency of a Capitalization Verification in accordance with Article III.A.3, such failure shall be deemed a failure to perform a material covenant and MDC shall be relieved of its obligation to make any further Incentive Fund disbursements to Owner. Furthermore, MDC shall be entitled to seek any remedy and exercise any right granted to it under the terms of this Agreement, at law, or in equity.

B. **Design.** All drawings, plans, and specifications used in the design and construction of the Project shall substantially comply in all respects to the site plan shown on **Exhibit A**, the conceptual design documents attached as **Exhibit B**, the comparable hotels listed in **Exhibit C**, the Hilton Tapestry Brand Standards – North America 2500 – Design, Construction & Renovation Standards, and that certain Franchise Agreement to be executed by Owner and Hilton Worldwide Holdings Inc. or a subsidiary or affiliate thereof (collectively, the "***Project Design Documents***"). **Exhibit A**, **Exhibit B**, and **Exhibit C** are all attached to this Agreement and incorporated herein for all purposes.

C. **Change Orders.** MDC and Owner acknowledge that there may exist a need for on-going adjustments and deviations from the Project Design Documents. Owner shall utilize commercially reasonable efforts to minimize such adjustments and deviations. Owner shall keep MDC advised in writing as to any material adjustments and deviations ("***Change Orders***"), which shall be subject to MDC's approval. For purposes hereof, a "material adjustment or deviation" shall mean a change that costs more than $250,000.00, materially reduces the quality of materials, or reduces the scope of the Project (as set forth in the definition thereof). MDC shall respond to Owner's written submission of a Change Order within ten (10) business days from its receipt thereof. In the event MDC disapproves the applicable Change Order, MDC and Owner shall thereafter work together, diligently and in good faith, to modify the applicable Change Order so that it is acceptable to both parties. If MDC fails to either approve or disapprove the applicable Change Order within such ten (10) business day period, then the applicable Change Order shall be deemed to have been approved by MDC.

D. **Permitting.** Owner shall use its best efforts to obtain all required permits for the Project, which shall include, without limitation, all building permits and certificates of occupancy.

E. **Construction Commencement.** On or before six (6) months following the issuance of the required building permits, Owner shall utilize commercially reasonable efforts to commence construction of the Project ("***Construction Commencement***") in accordance with the Project

Design Documents, and Owner's architect shall provide MDC with a written certification that construction on the Project has commenced.

F. **Construction Completion.** On or before thirty-six (36) months following Construction Commencement, Owner shall complete construction of the Project in substantial accordance with the Project Design Documents. The thirty-six (36) month time period referenced in the preceding sentence is subject to extension for Force Majeure Events. Owner's architect shall provide MDC with a written certification of such completion of construction (the "***Certificate of Completion***"). The total construction cost (excluding soft costs and costs associated with Owner's acquisition of the Property) of the Project shall be not less than $15,000,000.00. Owner shall obtain a temporary certificate of occupancy for the Project (the "***Certificate of Occupancy***") and open the same for business to the general public on or before three (3) months following the issuance of the Certificate of Completion. Owner's obligations under this Article are collectively the "***Construction Completion Obligation***."

G. **Project Covenants.** Owner covenants to MDC the following:

1. Subject to its right to contest by appropriate proceedings, to comply with all codes, ordinances, statutes, rules and regulations applicable to the Project, including, but not limited to, all health, safety, environmental, building and zoning codes, rules and regulations, including the Americans with Disabilities Act (42 U.S.C. §§ 12101 *et seq*.).

2. To plan, design, develop and construct the Project, and thereafter operate and maintain or cause to be operated and maintained the Project for the term of this Agreement. Owner acknowledges and agrees the Project will be highly visible to, and visited by, tourists, business visitors and residents of the greater Midland area. Accordingly, the Project shall at all times be maintained in accordance with the high standards of cleanliness and safety applicable to the hotels listed as comparable hotels on **Exhibit C**. The Parties stipulate and agree that maintaining the Project in such a manner provides a benefit to MDC in encouraging expansion of the convention and tourism industry in Midland and in potentially attracting more businesses to the downtown Midland area.

H. **Project Inspection; Costs.** MDC and its employees and agents shall have the right, during reasonable hours, to confirm that all work performed on the Project is being completed in accordance with the terms of this Agreement. Owner shall, within thirty (30) days after completion of the Project, provide MDC with a written statement or report, together with sufficient supporting documentation in a form reasonably acceptable to MDC, certifying the total Project costs, and upon request from MDC, supplemental documentation or evidence of such costs.

ARTICLE IV.
EVENTS OF DEFAULT

A. Each of the following shall constitute an event of default under this Agreement:

1. **Failure to Operate Project.** Owner's failure to design, develop, construct, operate and maintain the Project consistent with the terms and conditions of this Agreement for the term of this Agreement, and if Owner fails to cure such failure within thirty (30) days after written notice from MDC detailing such failure, or if such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if Owner fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

2. **False Statements.** Any written warranty, representation, or statement made or furnished to MDC by Owner under this Agreement or any document(s) related hereto furnished to MDC by Owner that is materially false or misleading, either now or thereafter at the time made or furnished, and Owner fails to cure the same within thirty (30) days after receipt of written notice from MDC detailing the violation, or if such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if Owner fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, or if Owner obtains actual knowledge that any such warranty, representation, or statement has become materially false or misleading after the time that it was made, and Owner fails to provide written notice to MDC of the false or misleading nature of such warranty, representation, or statement within ten (10) days after Owner learns of its false or misleading nature.

3. **Insolvency.** The dissolution or termination of Owner's existence as a going business or concern, Owner's insolvency, appointment of receiver of any part of Owner's portion of the Project, any assignment of all or substantially all the assets of Owner or its affiliates for the benefit of creditors of Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner.

4. **Development Obligations.** Owner's failure to comply with any obligation set forth in Article III of this Agreement and Owner fails to cure the same within thirty (30) days after written notice from MDC, unless such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if Owner fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure.

5. **Property Taxes.** Owner's failure to pay its property taxes in connection with the Project without timely and properly following the legal procedures for protest and/or contest of such taxes, and to cure such failure or post a satisfactory bond within thirty (30) days after written notice from MDC and/or the Midland Central Appraisal District.

6. **Failure to Perform Material Covenant.** A Party's failure to perform or observe any material term, condition, or covenant contained in this Agreement and such Party fails to cure the same within thirty (30) days after written notice from the non-defaulting Party unless such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, then if the defaulting Party fails to commence such cure

within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such failure, except to the extent such failure is caused by any act or failure to act on the part of the non-defaulting Party.

7. **Owner's Default Under City Development Agreement.** For purposes of this Article IV.A.7, reference is hereby made to that certain Development Agreement between Owner and the City of Midland, Texas, dated October 11, 2023, pursuant to which the City of Midland, Texas, has agreed to provide Owner with certain incentives as consideration for Owner's redevelopment of the Property and construction of the Project (the "***City Development Agreement"). Owner's material breach or default of any material representation, warranty, covenant, term, condition, duty, or obligation contained in the City Development Agreement, after passage and expiration of the applicable notice and cure periods therein and after sixty (60) days written notice from the MDC to Owner and if Owner fails to cure the same within sixty (60) days, shall, at the option of MDC, be a default under this Agreement, in which event MDC shall be entitled to apply all rights and remedies of MDC under the terms of this Agreement by reason of a default under the City Development Agreement.*** The City Development Agreement is hereby incorporated into this Agreement by reference for all purposes.

B. **Notice of Default.** If a default occurs, the non-defaulting Party must notify the defaulting Party in writing upon becoming aware of any event of default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting Party requires or proposes with respect to curing the default.

C. **Termination.** Failure of any party to comply with or perform any term, obligation or condition of this Agreement shall constitute an Event of Default. The non-defaulting Party shall give written notice to the other Parties of any default, and the defaulting Party shall have thirty (30) days to begin to cure said default as prescribed in Article IV.B. or later if additional time is otherwise afforded for cure as provided herein. Should said default remain uncured, the non-defaulting Party shall have the right to terminate this Agreement, enforce specific performance as appropriate, or maintain a cause of action for damages caused by the event(s) of default. However, the non-defaulting Party shall not terminate this Agreement for as long as the defaulting Party proceeds in good faith and uses its best efforts to remedy and correct the default, having commenced said efforts within the thirty (30) days following the notice prescribed in Article IV.B. In the event the Owner defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the MDC to Owner pursuant to this Agreement shall become immediately due and payable by the Owner to the MDC.

ARTICLE V.
TERM OF AGREEMENT

Upon execution by the Parties, this Agreement becomes effective on the Effective Date and shall terminate on the date the City Development Agreement is terminated unless terminated earlier as provided herein.

ARTICLE VI.
USE OF PUBLIC FUNDS

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

ARTICLE VII.
AGGREGATE FINANCIAL COMMITMENT

Notwithstanding any provision hereof which might be interpreted otherwise, MDC's total financial commitment to Owner under this Agreement shall not exceed Five Million and No/100 Dollars ($5,000,000.00) in the aggregate.

ARTICLE VIII.
GENERAL TERMS

A. **Entire Agreement.** This Agreement embodies the complete agreement of the Parties superseding all oral or written, previous and contemporary agreements between the Parties relating to matters in this Agreement. This Agreement cannot be modified or amended without a written agreement of the Parties.

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

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

D. **Terminations.** This Agreement may be terminated by mutual agreement of the Parties, or as described in Article IV above.

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

F. **Consideration.** This Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties.

G. **Force Majeure.** If MDC or Owner is delayed, hindered, 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 period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

H. **No Disparity of Bargaining Position.** The Parties agree that there was no disparity of bargaining power between the Parties in the negotiation and execution of this Agreement. The Parties acknowledge and agree that they were represented by legal counsel. The Parties acknowledge and agree that they read and understood the entire Agreement prior to its execution. The Parties acknowledge and agree that there were numerous compromises and concessions made by the Parties resulting in the agreed-upon terms of this Agreement.

I. **Governing Law & 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. The obligations and undertakings of each of the Parties shall be deemed to have occurred in Midland County, Texas. Exclusive and mandatory venue for any claim, suit 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.

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

K. **Assignment.** The Parties each bind themselves and their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. Neither Party may assign this Agreement before the expiration of six (6) months following Owner's satisfaction of the Construction Completion Obligation. Any such attempted assignment shall be void and of no force or effect. Additionally, any such attempted assignment shall constitute a failure to observe a material covenant of this Agreement. Notwithstanding the foregoing, upon the expiration of six (6) months following Owner's satisfaction of the Construction Completion Obligation, either Party may assign this Agreement upon receiving written consent from the other Party, which shall not be unreasonably conditioned, withheld, or delayed.

L. **Notices.** All notices to either Party required under this Agreement shall be sent by certified U.S. mail, postage prepaid, addressed to such Party at the addresses shown below. All notices shall be deemed given on the date so deposited in the mail, unless otherwise provided

herein. Either Party hereto may change the address below by sending written notice of such change to the other in the manner provided herein.

If to MDC:	**If to Owner:**
MDC Executive Director 200 N. Loraine St., Suite 610 Midland, Texas 79701	LS Brentway LLC P.O. Box 600728 Midland, Texas 79711
With Copy To:	*With Copy To:*
City Attorney's Office City of Midland 300 N. Loraine Steet, Suite 320 Midland, Texas 79701	Patel Anderson LLP Attn: Pimal A. Patel 7324 Southwest Fwy, Suite 560 Houston, Texas 77074 pimal@patelanderson.com

M. **Indemnity. OWNER SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND MDC AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE, AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY 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 OWNER, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, OWNER'S ACTIVITIES OR OPERATIONS UNDER THIS AGREEMENT, AND OWNER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS THAT MAY BE OBTAINED AGAINST MDC OR ANY OFFICERS, AGENTS, OR EMPLOYEES OF MDC, INCLUDING REASONABLE ATTORNEY FEES.**

N. **Remedies.** No right or remedy granted herein or reserved to a Party is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder

O. **Waiver of Performance.** The failure of any Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights under this Agreement, will not be construed as a waiver or relinquishment by such Party of such term, covenant, condition or right with respect to further performance.

P. **Confidentiality; Public Information Act.** Owner acknowledges that MDC is a governmental entity subject to the Texas Public Information Act, as amended. Owner agrees that this Agreement in no way affects, modifies or limits the obligation of MDC to comply with the Texas Public Information Act or any ruling or decision of the Texas Attorney General. Owner further agrees that MDC retains the right to exercise its sole and

absolute discretion in determining its obligations under the Texas Public Information Act.

Q. **Authority.** Each Party represents, warrants, and agrees that it has the full right, power and authority to execute this Agreement, and that this Agreement shall become valid and binding between the Parties upon execution.

R. **Waiver of Attorney Fees. SUBJECT TO OWNER'S INDEMNITY OBLIGATIONS REFERENCED IN ARTICLE VIII.M, 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 AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. THE PARTIES AGREE THAT IF A 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) 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.**

S. **Governmental Function. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE ENTIRETY OF MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE GOVERNMENTAL FUNCTIONS. BY ENTERING INTO THIS AGREEMENT, OWNER RELEASES MDC FROM ANY PRESENT OR FUTURE CLAIM ASSERTING MDC'S PERFORMANCE AND OBLIGATIONS UNDER THIS AGREEMENT ARE NOT GOVERNMENTAL FUNCTIONS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS IN THE PUBLIC INTEREST AND SERVES A PUBLIC PURPOSE OF THE STATE OF TEXAS AND THE CITY OF MIDLAND IN PROMOTING THE WELFARE OF THE GENERAL PUBLIC ECONOMICALLY BY SECURING AND RETAINING BUSINESS ENTERPRISES AND AS A RESULT OF MAINTAINING A HIGHER LEVEL OF EMPLOYMENT, ECONOMIC ACTIVITY, AND STABILITY.**

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

U. **Approval.** This Agreement shall not be effective until approved by the Midland City Council.

[Signature Pages Follow]

IN WITNESS WHEREOF, MDC and Owner have executed this Agreement on the _____day of _____, 2024.

MIDLANDDEVELOPMENT CORPORATION

_____
P. Lourcey Sams, Chairman

ATTEST:

_____
Jill Pennington, Secretary

LS BRENTWAY LLC

By: _____

Name: _____

Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

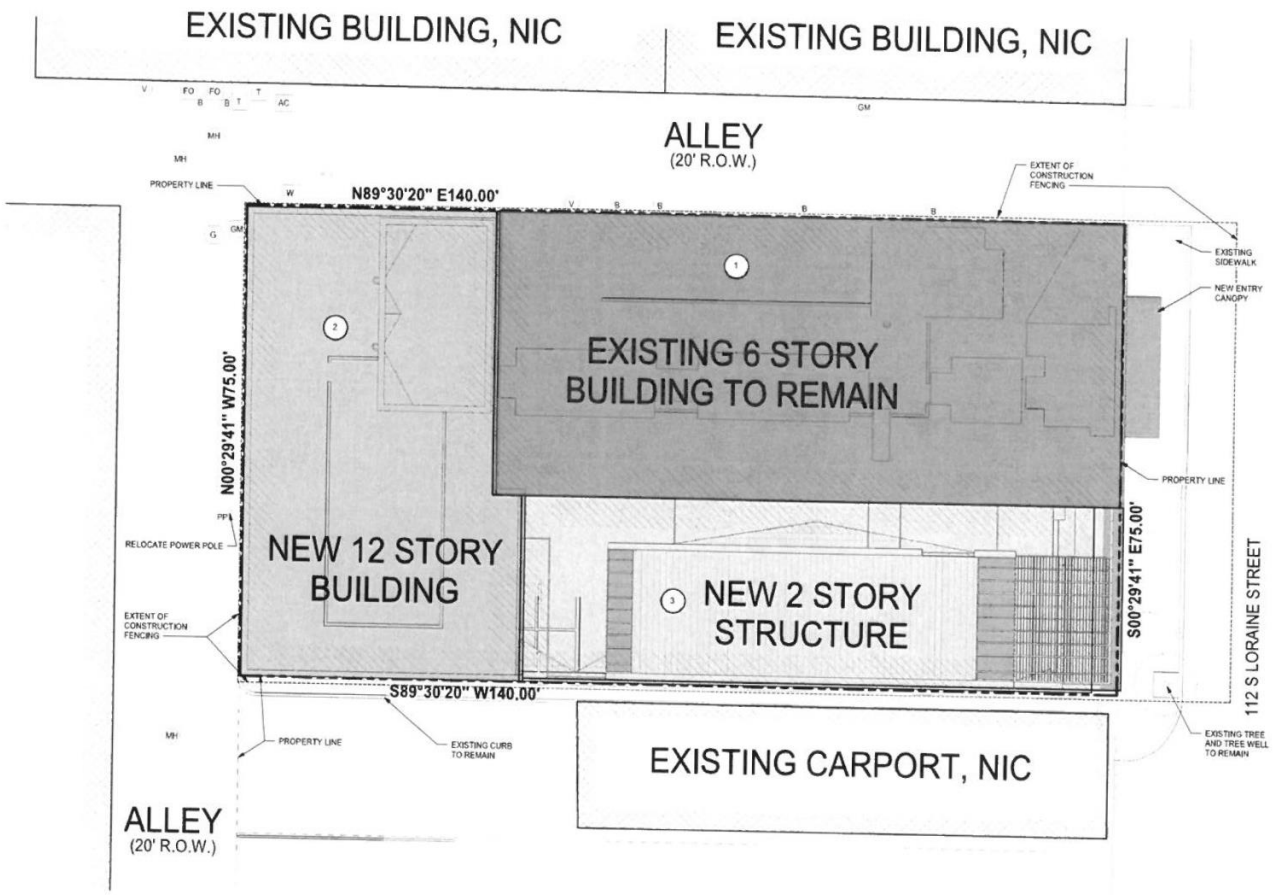
BEFORE ME, the undersigned authority, on this ____ day of _____, 2024, personally appeared _____, _____ of LS BRENTWAY LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, 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 _____, 2024.

_____
Notary Public, State of Texas

Exhibit A

Project Site Plan



SITE LEGEND

- MH MAN HOLE
- LP LIGHT POLE
- PP POWER POLE
- B BOLLARD
- W WATER METER
- GM GAS METER
- AC AIR CONDITIONER
- T TELECOM BOX
- FO FIBER OPTIC BOX
- V WATER VALVE
- G GAS VALVE

PHASING

1. EXISTING BUILDING TO BE RENOVATED IN PHASE 1
2. NEW 12 STORY TOWER TO BE CONSTRUCTED IN PHASE 1
3. LAY DOWN AREA DURING PHASE 1
   NEW 2 STORY STRUCTURE TO BE CONSTRUCTED IN PHASE 2

TRUE NORTH

01 SITE PLAN
SCALE: 1/8" = 1'-0"

BO KA Powell

architecture | interiors | planning | grap
421 W. 3rd St, Suite 220 | Fort Worth, TX 7
Tel 817.882.9797
www.bokapowell.com

These documents are issued for pricing only and are not for regulatory approval, permitting or construction.

Arch: Donald R. Powell, Jr. Reg. No.: 7204
Arch: Chris W. Barnes Reg. No.: 10147
Arch: John E. Orfield Reg. No.: 11164
Arch: R. Andrew Bennett Reg. No.: 18129

client
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3 SAN MARCOS
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4060 BRYANT IRVIN
FORT WORTH, TX 76109
817.412.7155

project
HILTON TAPESTRY
112 S LORAINE ST, MIDLAND, TX 79701

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SCHEMATIC DESIGN 07.23.202
revisions

title
SITE PLAN

project number 19085.1(
date 07.23.202
sheet
A1.01

Exhibit A

Exhibit B

Conceptual Design Documents

THE THOMAS HOTEL

Refined **drama:** *Experience the Midland Modernist*



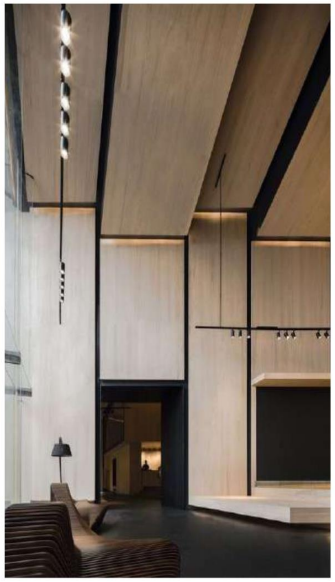




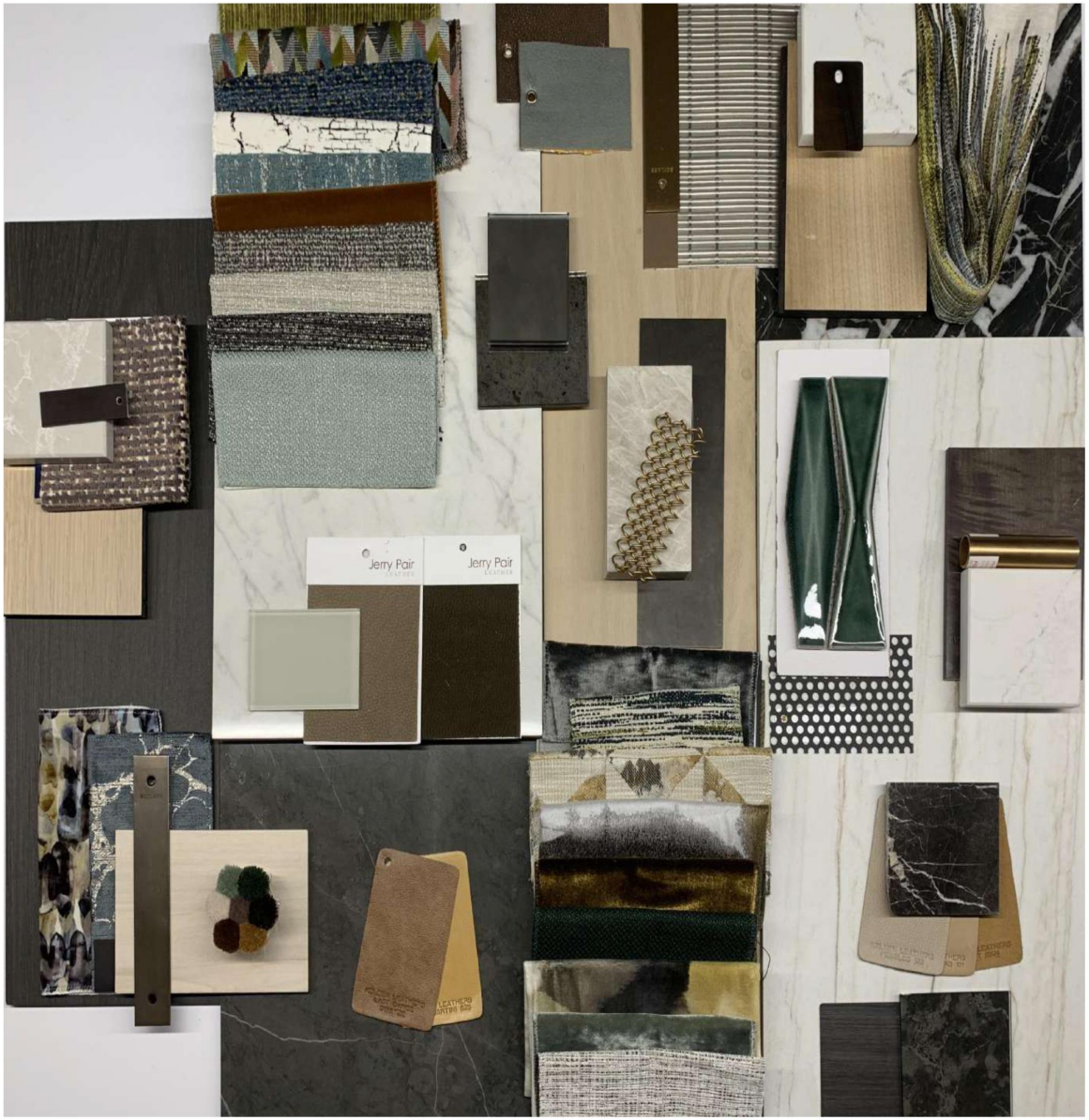









Public Area **Concept**



THE THOMAS HOTEL

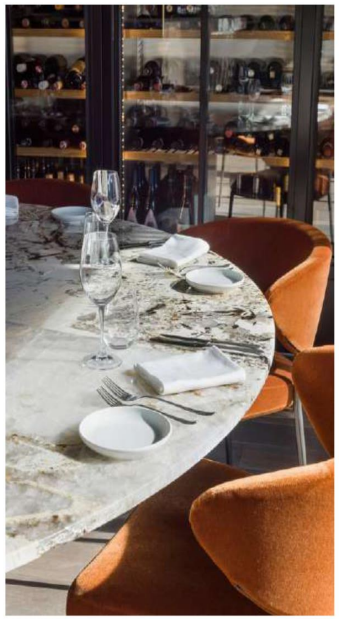
Public Area **Canvas**

MID-WAY: A Mexican Steakhouse

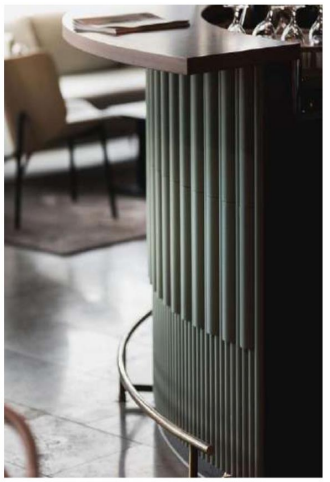
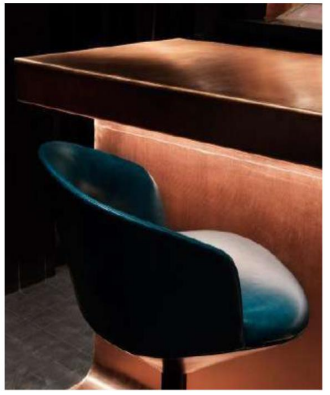
Inspired by Midland 's origin as the MID-WAY between major El Paso and Fort Worth, A MEXICAN STEAKHOUSE could be introduced as a cultural INTERSECTION and established as a new venue for entertaining the town's increasing guest populations. Food blends featuring the color rich, and eclectic SPICES in Mexican dishes with the contrasting savory meats and HEARTY flavors of southern cuisines, would symbolize this BRIDGE while also catering to the special interests of the Midland guest.





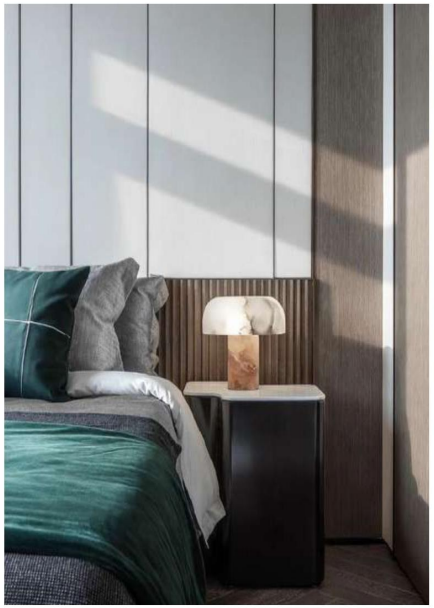




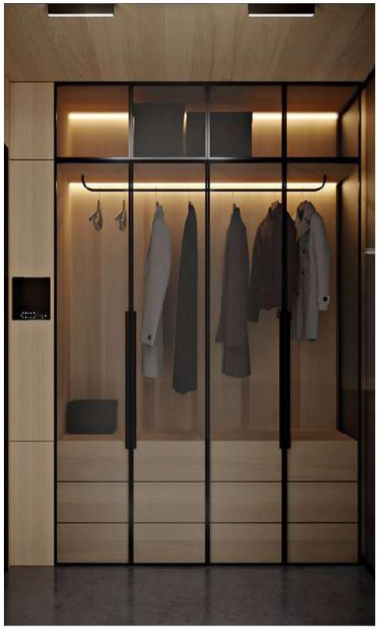




THE THOMAS HOTEL

F&B Concept






THE THOMAS HOTEL

Guest **Concept**

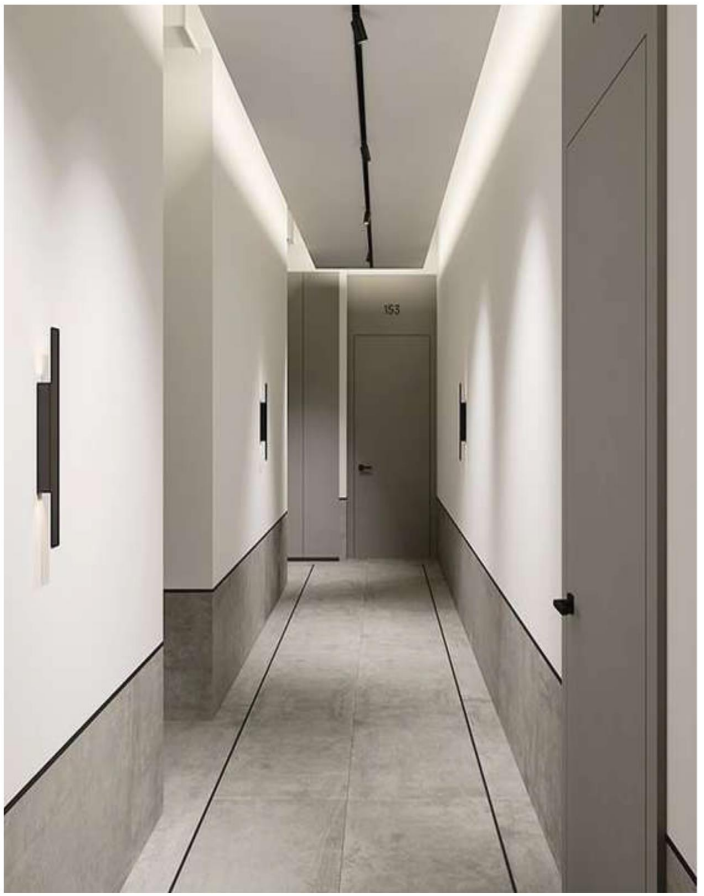


THE THOMAS HOTEL

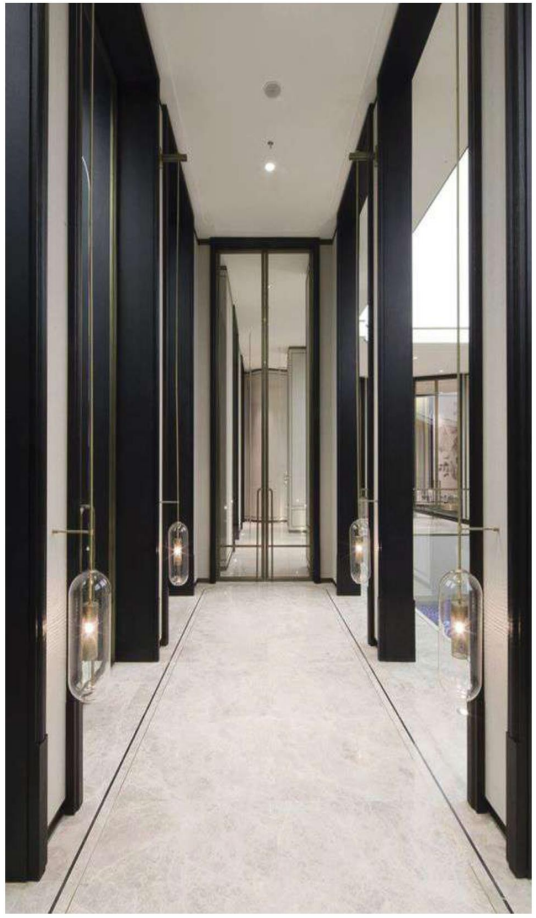
Guest **Canvas**

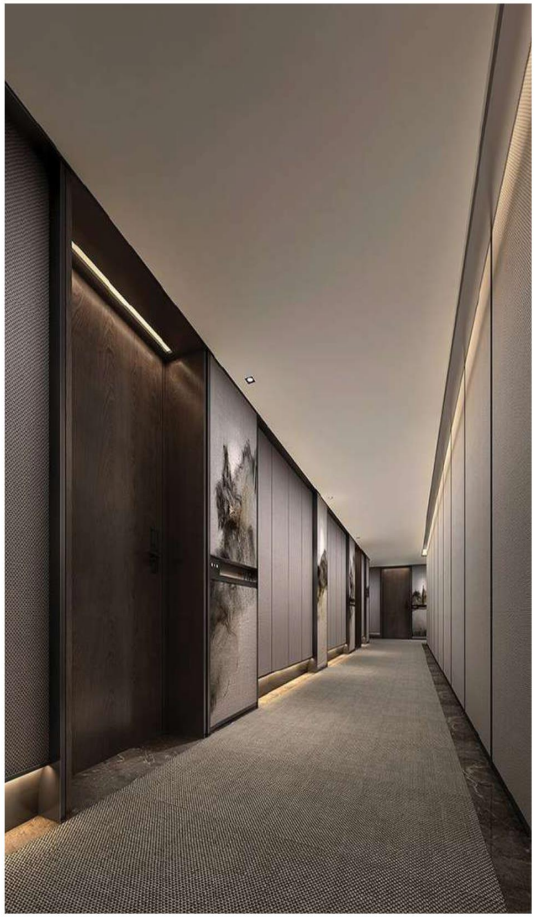






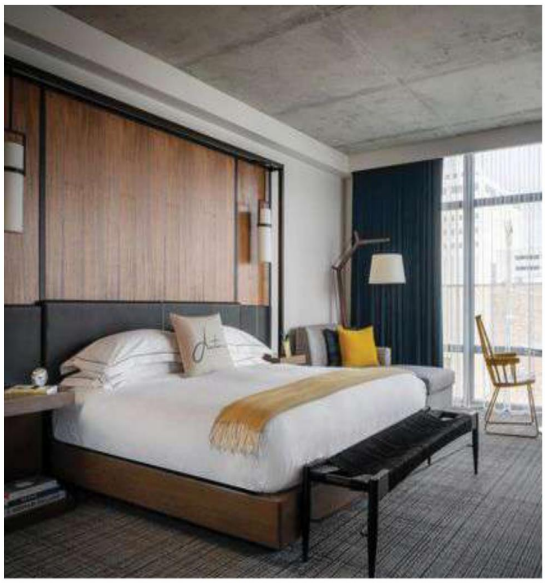
Corrid
or



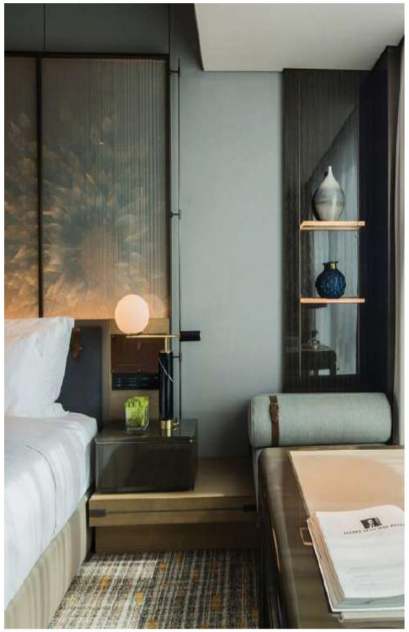
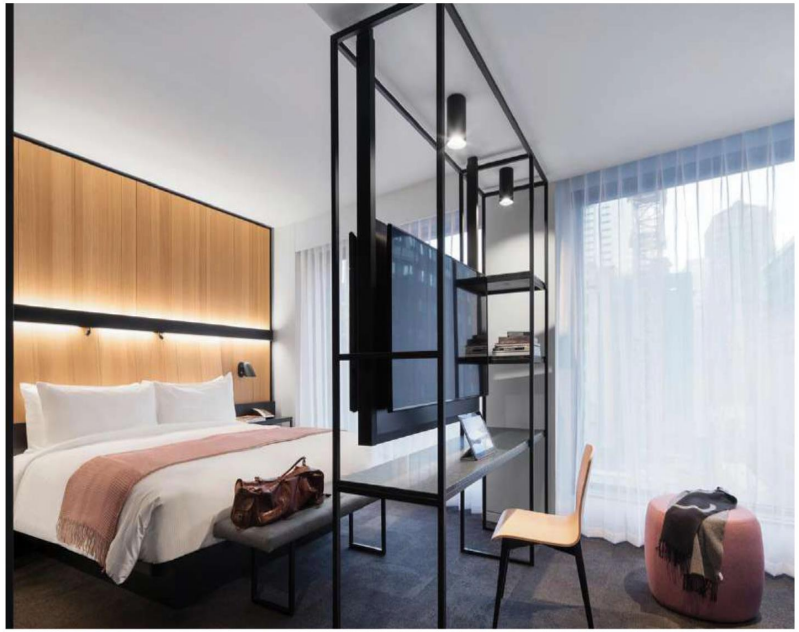
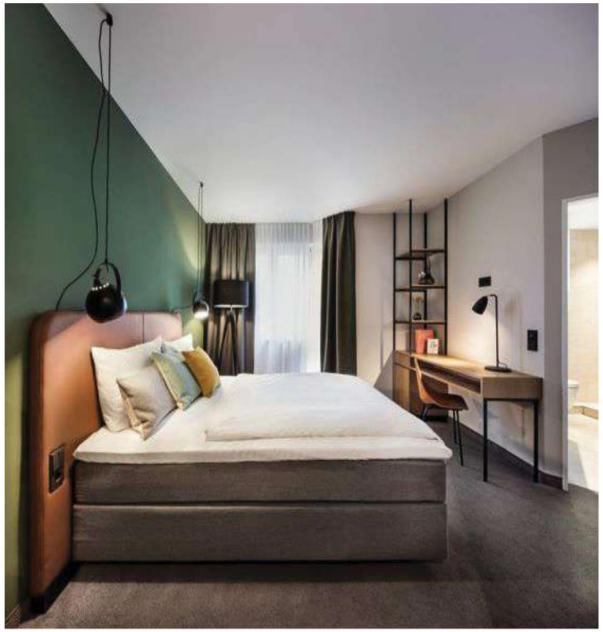


Corridor

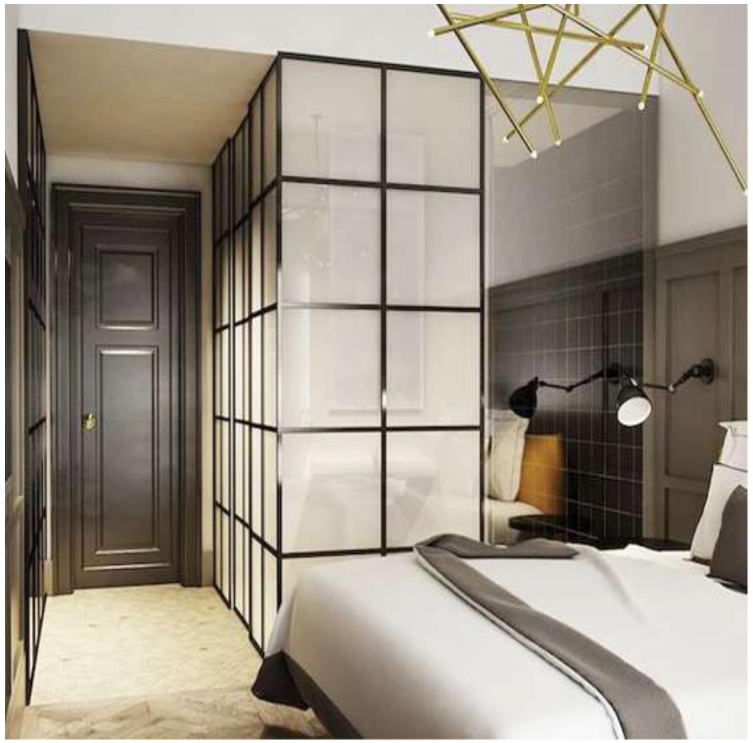


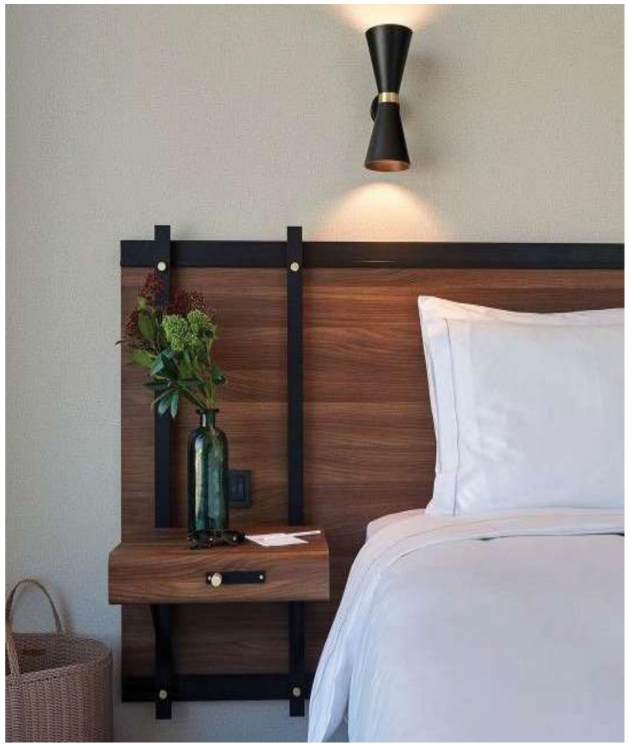


Guest Room

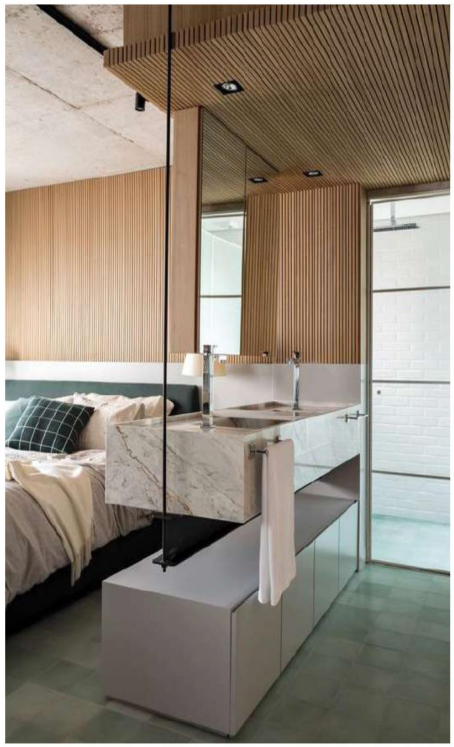




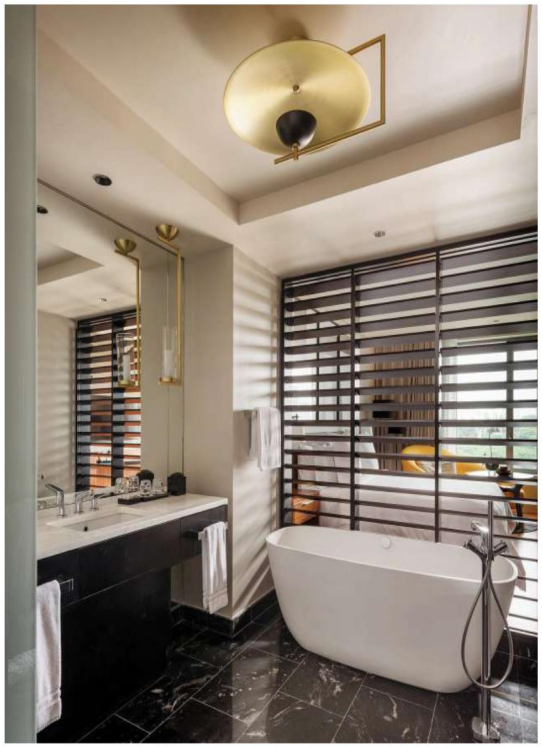






Guest Room







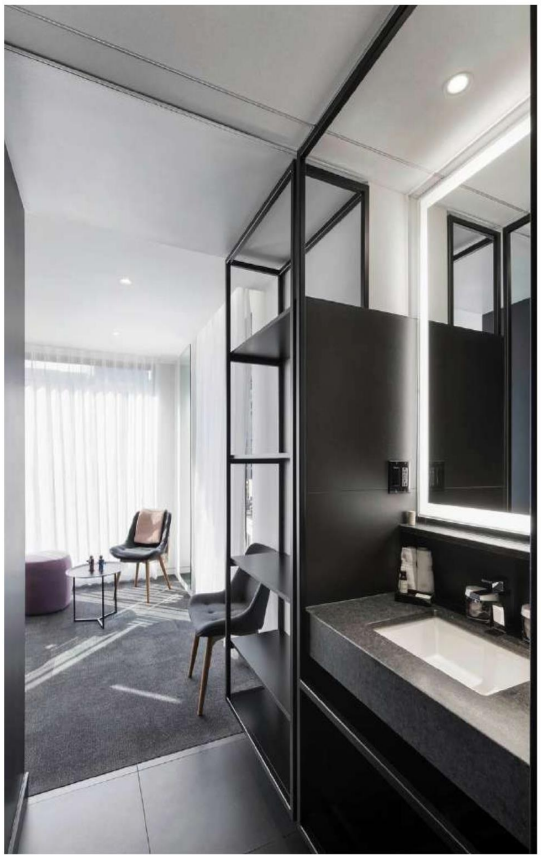






Guest
Bath

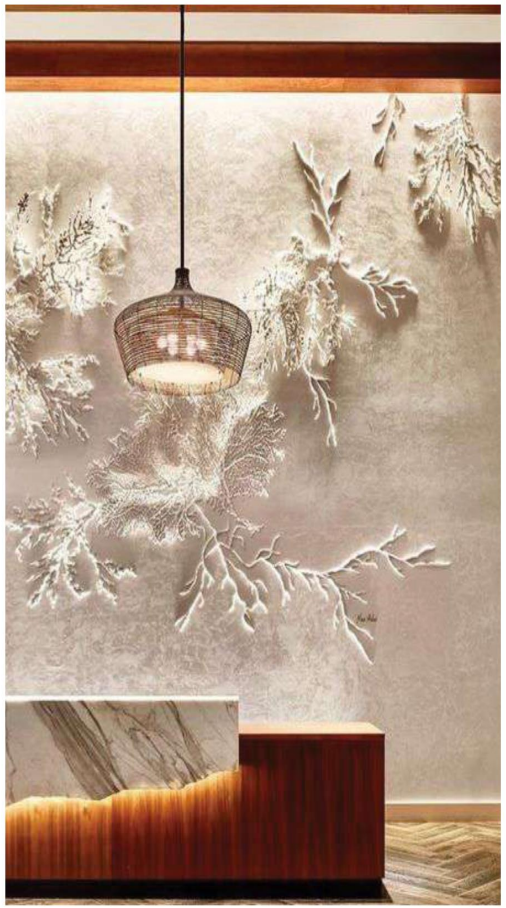
BOKA Powell

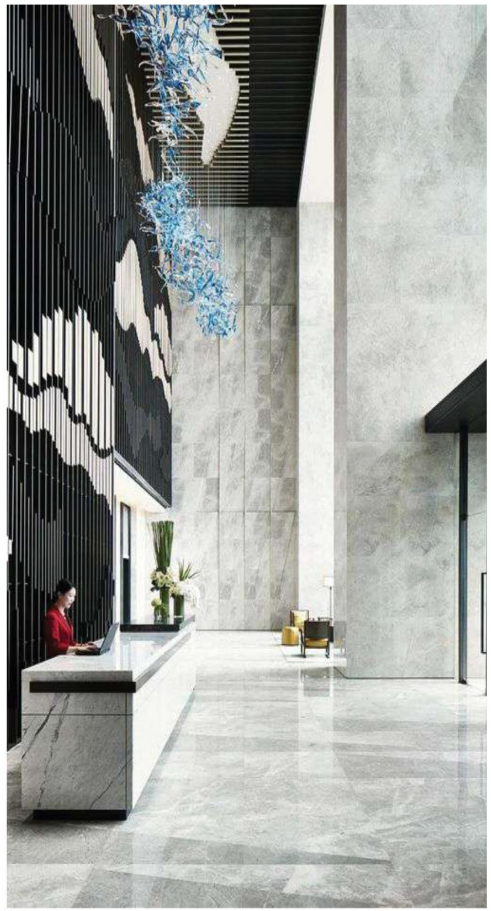




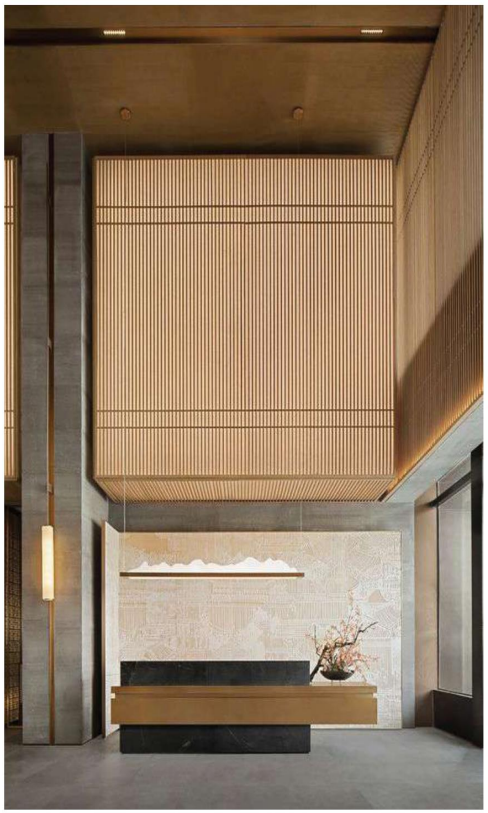
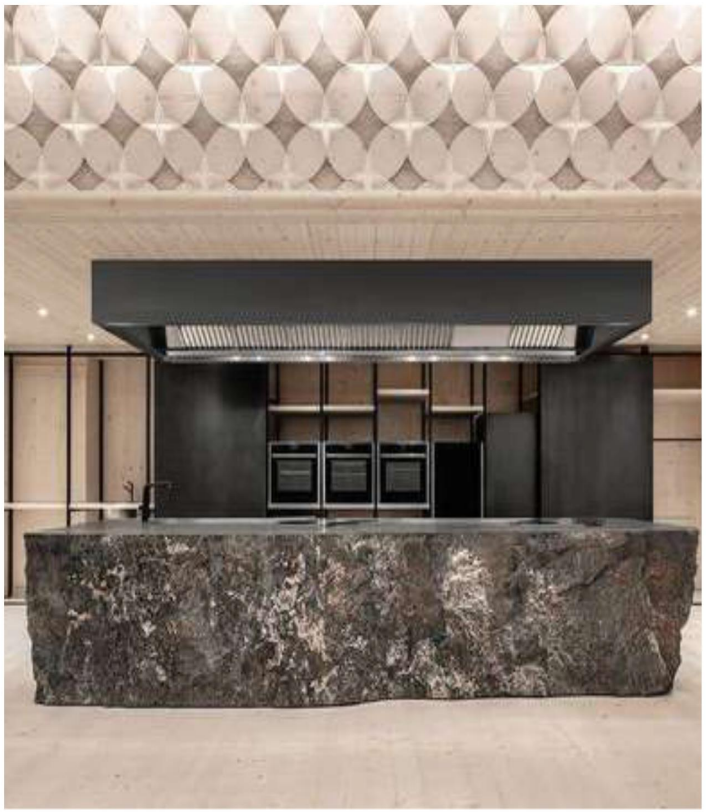


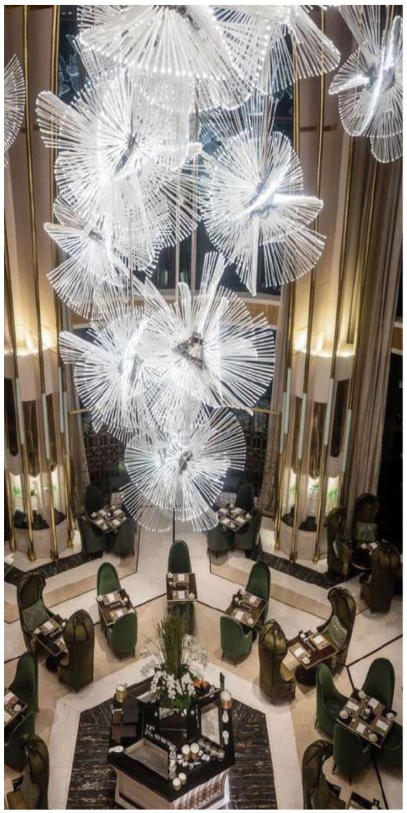
Guest
Bath



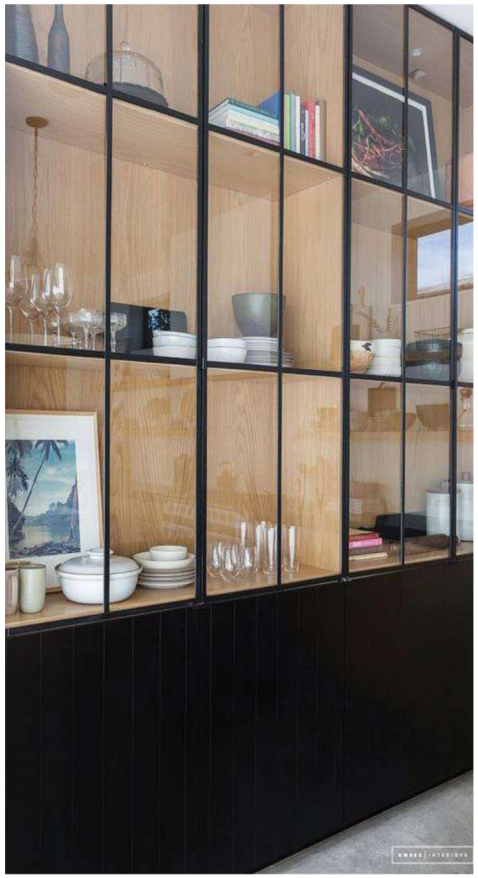
Lobby
Reception

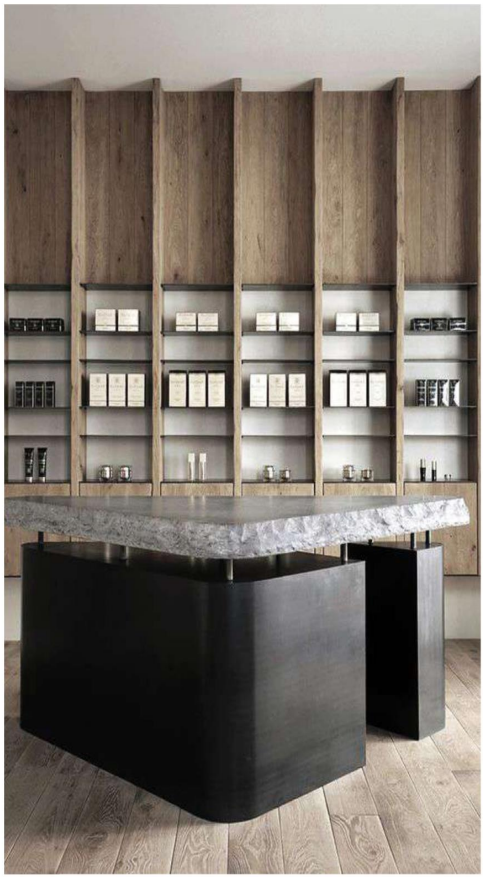



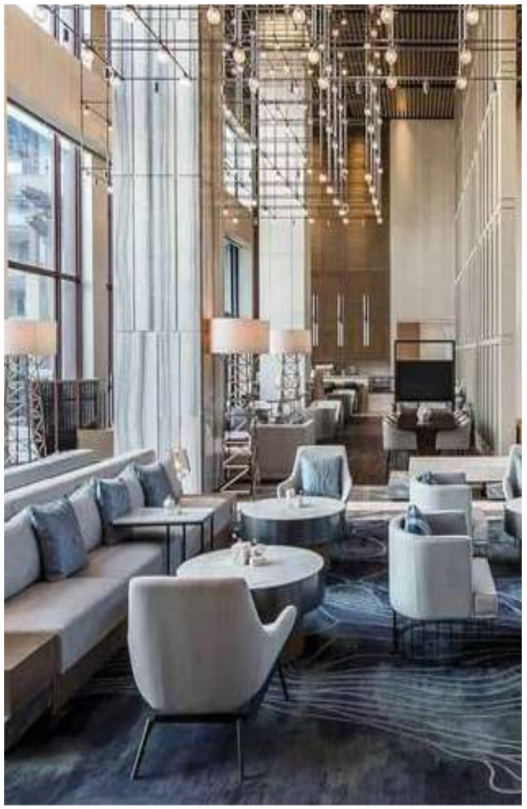
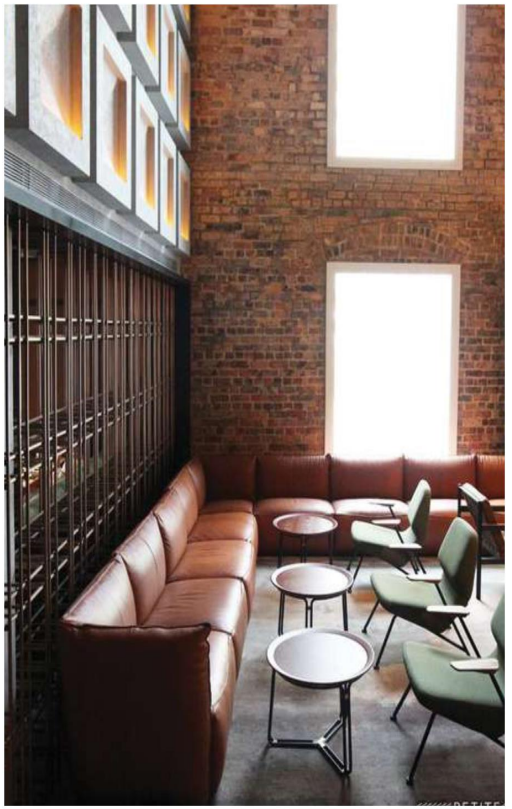


Lobby
Reception

BOKA Powell




Lobby Lounge


GQ



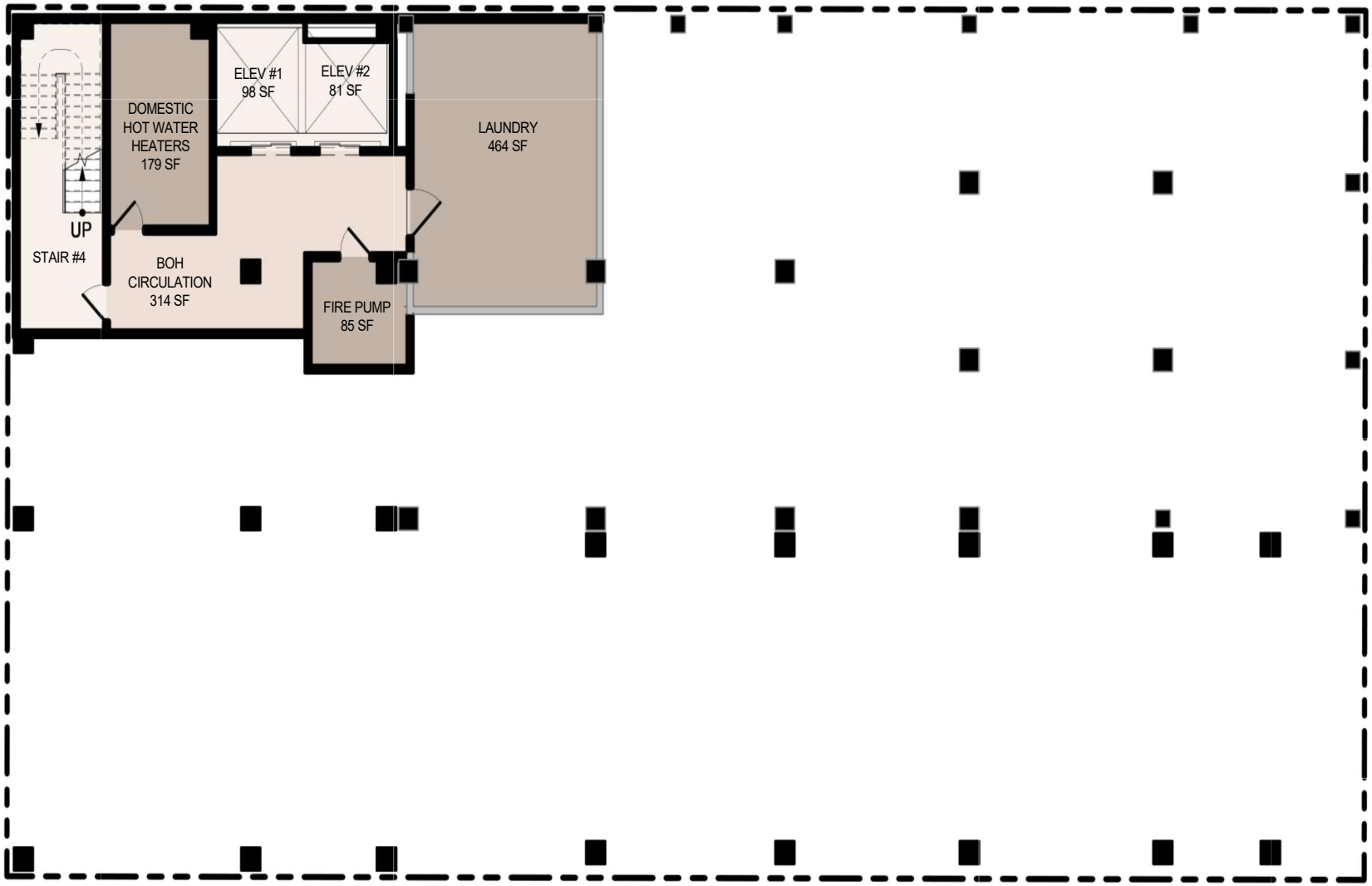






Lobby Lounge

BOKA Powell



THE THOMAS HOTEL

Basement **Plan**



Level 01 **Plan**



Level 01 **Perspective**



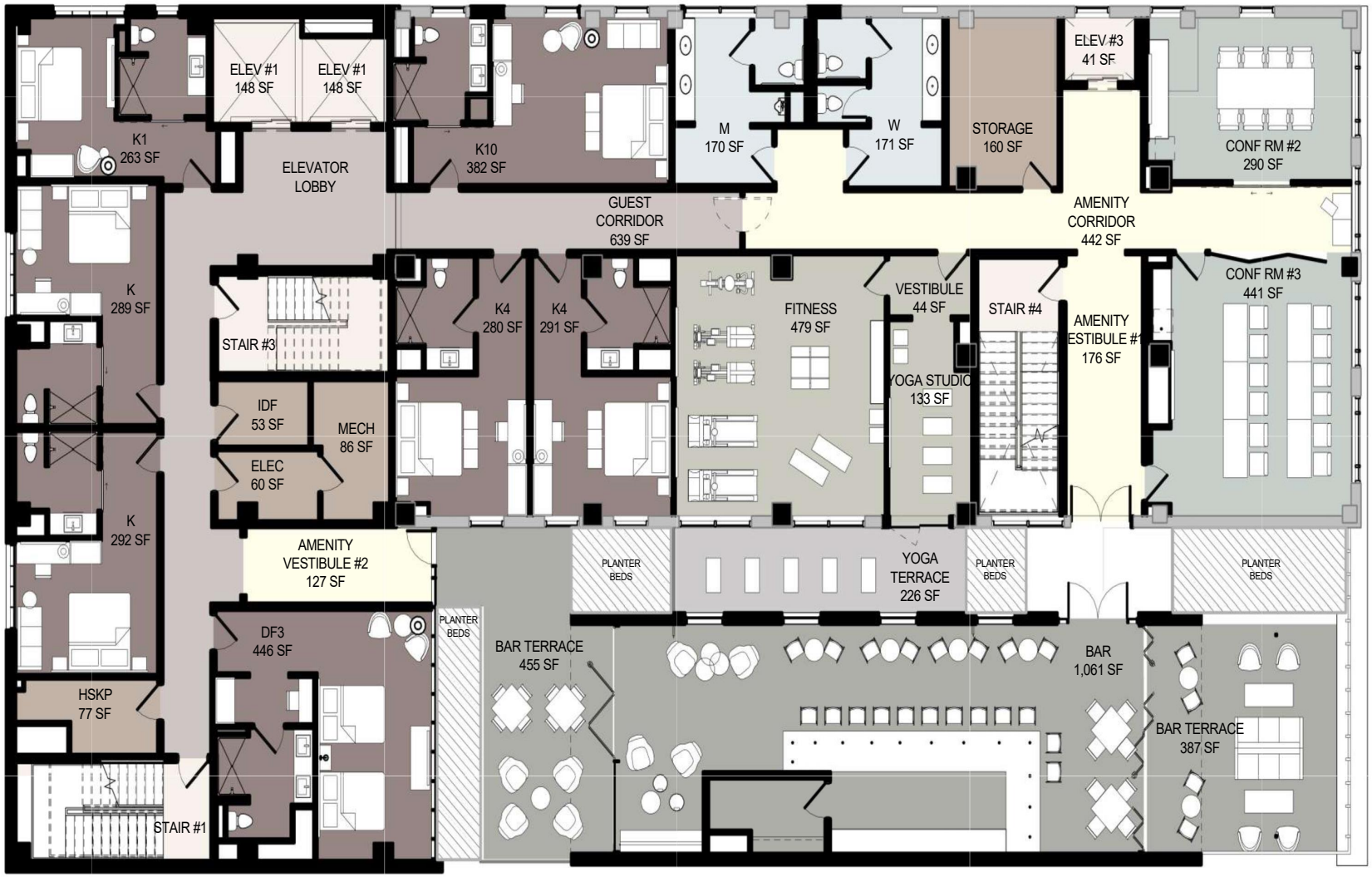
THE THOMAS HOTEL

Level 01 **Perspective**



THE THOMAS HOTEL

Level 01 **Perspective**



THE THOMAS HOTEL

Level 02 **Plan**



THE THOMAS HOTEL

Level 03 **Guest Plan**

BOKA Powell



GUESTROOM MATRIX - LEVEL 04

ROOM NUMBER	ROOM TYPE	AREA
414	DF1	377 SF
404	K	289 SF
402	K	289 SF
406	K1	268 SF
408	K2	308 SF
410	K2	310 SF
412	K3	301 SF
409	K4	292 SF
407	K4	282 SF
413	K5	269 SF
411	K5ADA	351 SF
415	K6	300 SF
417	K7c	381 SF
401	K8	298 SF
403	K9	299 SF

TOTAL GUESTROOMS: 15

GUESTROOM MATRIX - LEVEL 05

ROOM NUMBER	ROOM TYPE	AREA
514	DF1	396 SF
504	K	302 SF
502	K	302 SF
506	K1	288 SF
508	K2	327 SF
510	K2	329 SF
512	K3	320 SF
509	K4	311 SF
507	K4	295 SF
513	K5	281 SF
511	K5ADA	371 SF
515	K6	319 SF
517	K7c	399 SF
501	K8	312 SF
503	K9	314 SF

TOTAL GUESTROOMS: 15

GUESTROOM MATRIX - LEVEL 06

ROOM NUMBER	ROOM TYPE	AREA
614	DF1	396 SF
604	K	302 SF
602	K	302 SF
606	K1	287 SF
608	K2	325 SF
610	K2	329 SF
612	K3	320 SF
609	K4	311 SF
607	K4	295 SF
613	K5	281 SF
611	K5ADA	371 SF
615	K6	319 SF
617	K7c	399 SF
601	K8	312 SF
603	K9	314 SF

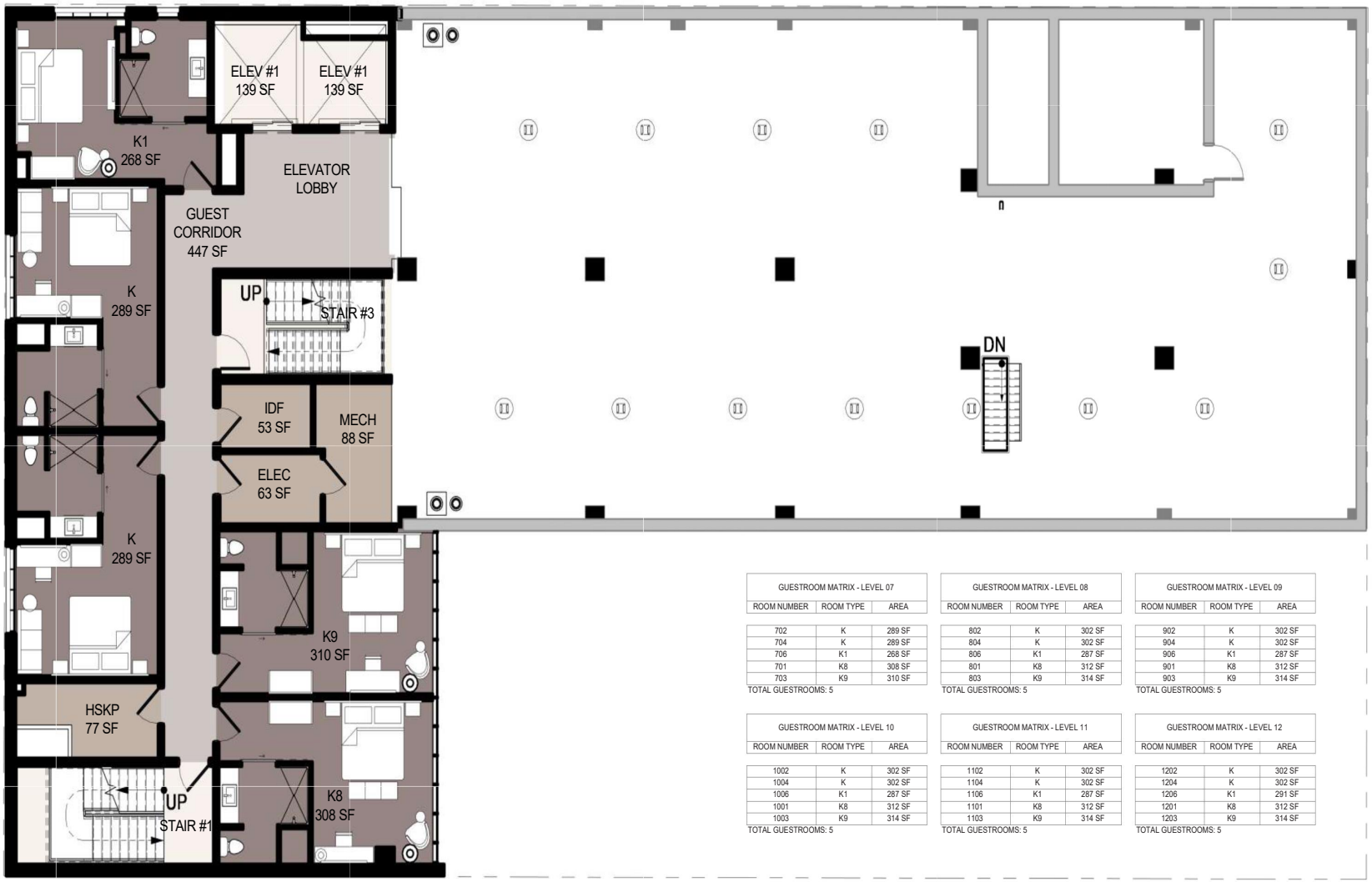
TOTAL GUESTROOMS: 15

N

THE THOMAS HOTEL

Levels 04 - 06 **Typical Guest Plan**

BOKA Powell



GUESTROOM MATRIX - LEVEL 07		
ROOM NUMBER	ROOM TYPE	AREA
702	K	289 SF
704	K	289 SF
706	K1	268 SF
701	K8	308 SF
703	K9	310 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 08		
ROOM NUMBER	ROOM TYPE	AREA
802	K	302 SF
804	K	302 SF
806	K1	287 SF
801	K8	312 SF
803	K9	314 SF
TOTAL GUESTROOMS: 5		

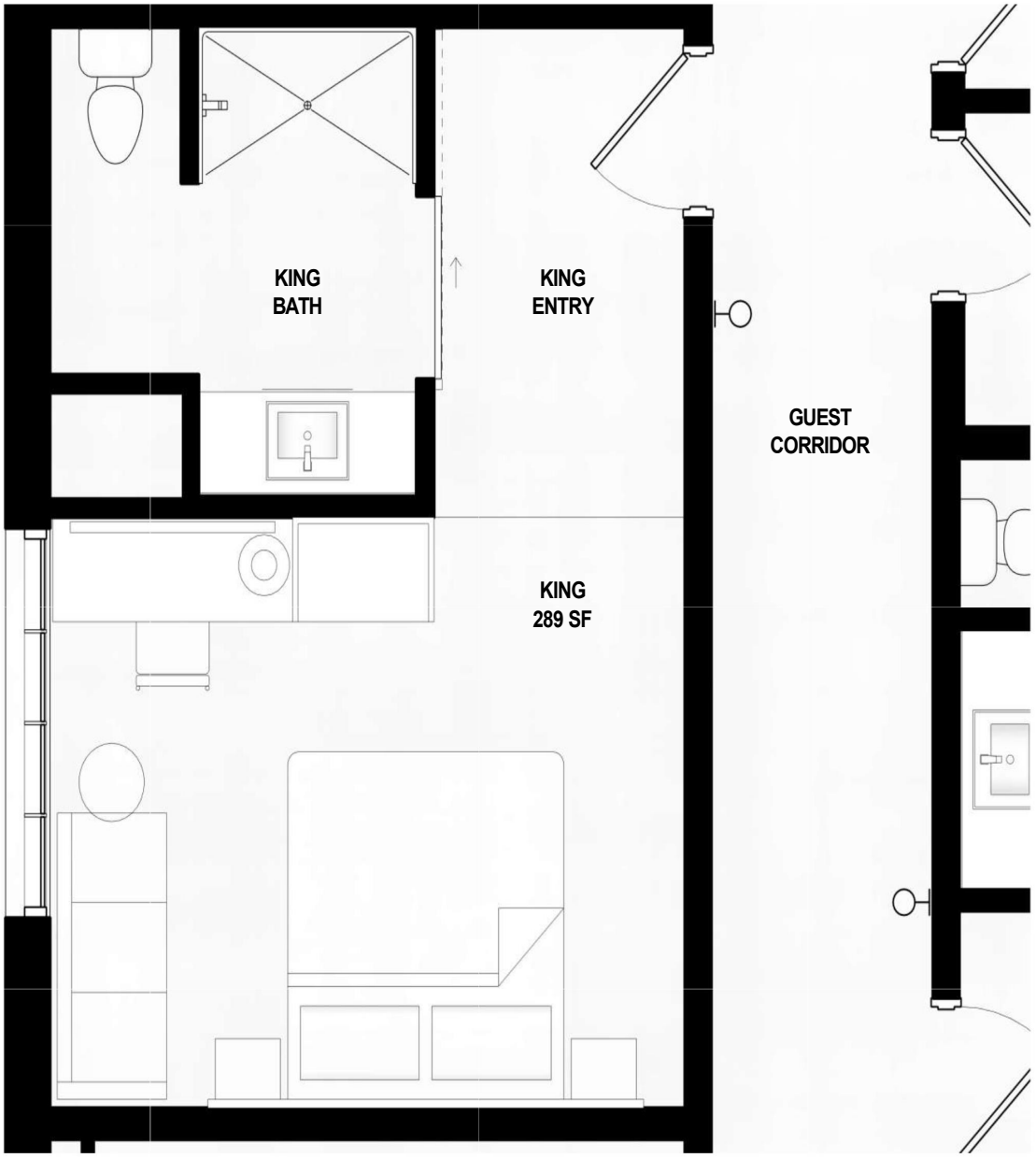
GUESTROOM MATRIX - LEVEL 09		
ROOM NUMBER	ROOM TYPE	AREA
902	K	302 SF
904	K	302 SF
906	K1	287 SF
901	K8	312 SF
903	K9	314 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 10		
ROOM NUMBER	ROOM TYPE	AREA
1002	K	302 SF
1004	K	302 SF
1006	K1	287 SF
1001	K8	312 SF
1003	K9	314 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 11		
ROOM NUMBER	ROOM TYPE	AREA
1102	K	302 SF
1104	K	302 SF
1106	K1	287 SF
1101	K8	312 SF
1103	K9	314 SF
TOTAL GUESTROOMS: 5		

GUESTROOM MATRIX - LEVEL 12		
ROOM NUMBER	ROOM TYPE	AREA
1202	K	302 SF
1204	K	302 SF
1206	K1	291 SF
1201	K8	312 SF
1203	K9	314 SF
TOTAL GUESTROOMS: 5		

Levels 07 - 12 **Typical Guest Plan**



THE THOMAS HOTEL

Typical King Guest Room **Plan**

N

Exhibit C

Comparable Hotels List

Tapestry Collection by Hilton Hotels:

The Chifley Houston – Houston, Texas

NYLO Las Colinas Hotel – Irving, Texas

NYLO Dallas Plano Hotel – Plano, Texas

Estancia del Norte San Antonio – San Antonio, Texas

The Slate Denver – Denver, Colorado

The Rose Hotel Chicago O'Hare – Chicago, Illinois

The Peery Salt Lake City Downtown – Salt Lake City, Utah

The Sound Hotel Seattle Belltown – Seattle, Washington

Freepoint Hotel Cambridge – Cambridge, Massachusetts

The Verve Hotel Boston Natick – Natick, Massachusetts

Marriott Hotels:

Tribute Portfolio Collection

Design Hotels

IHG Hotels & Resorts:

Hotel Indigo by IHG

Voco Hotels

Hyatt Hotels:

JDV by Hyatt

City Council Meeting

Item Number: 15

Meeting Date: August 27th, 2024

To: City Council / City Manager

From: Jeff Pinkstaff, Building Official

Subject: RESOLUTION GRANTING A VARIANCE FOR A 53.86-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,700 FEET EAST OF THE INTERSECTION OF SOLOMON LANE AND COOPER CREEK ROAD), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 300 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS (DISTRICT 1) (DEVELOPMENT SERVICES) (SET THE STANDARD FOR A SAFE AND SECURE CITY)

Purpose

Resolution granting a variance to Ordinance 8769, (January 1, 2010 Oil and Gas Well Drilling Ordinance), for a 53.86-Acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, (Generally located on the north side of Solomon Lane, approximately 1,700 feet east of the intersection of Solomon Lane and Cooper Creek Road), by permitting construction of residences where no portion of any structure is closer than 300 feet of an existing oil and gas well (Hogan 1-13-D- Well No. 2407H, Hogan 1-24-E- Well No. 2810H, Hogan 1-24-F- Well No. 2411H, Hogan 1-24-F- Well No. 2812H, Hogan 1-24-F Well No. 4211H, Hogan 1-24-G Well No. 2613VH, Hogan 1-24-H Well No. 2415HZ, Hogan 1-24-I- Well No. 2815H, Hogan 1-24-I Well No. 4215H, Hogan 1-24-I- Well No. 4315H).

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Discussion:

Ordinance 8769 states from the application filing date of the oil and gas well permit, any building permit for construction of a building within 500 feet of the well, requires a distance variance.

The applicant, Scott Bowden of 3 Centavos, L.L.C. is developing a residential subdivision located in the Pavilion Park Addition, Section 15, H.P. Hilliard Survey, City and County of Midland, Texas that lies within 500 feet of previously permitted oil and gas wells. Mr. Bowden is requesting this variance to allow a reduction in the radius to 300 feet for the development of this property. Upon granting of the variance building permits meeting the allowed distance may be issued.

The Operator of the wells (Hogan 1-13-D- Well No. 2407H, Hogan 1-24-E- Well No. 2810H, Hogan 1-24-F- Well No. 2411H, Hogan 1-24-F- Well No. 2812H, Hogan 1-24-F Well No. 4211H, Hogan 1-24-G Well No. 2613VH, Hogan 1-24-H Well No. 2415HZ, Hogan 1-24-I- Well No. 2815H, Hogan 1-24-I Well No. 4215H, Hogan 1-24-I- Well No. 4315H) is Pioneer Natural Resources and is aware of the variance request before the council and has provided a letter of support. Mr. Bowden has previously notified the operator concerning the variance request.

The ordinance states, *"In no event shall a building permit be issued by the City of Midland for any private residence or commercial building to be constructed, either in whole or in part, within three hundred (300) feet of a previously permitted but undrilled Oil and Gas Well or one hundred thirty-five (135) feet of an existing oil and gas well or within one hundred fifty (150) feet of a previously permitted tank battery."*

Previously, variances have been granted for other properties within the city limits to allow permits to be issued for residences and commercial buildings as close as 135 feet of existing oil and gas well. Therefore staff recommends approval of this variance.

Attachments: Signed request letter, Signed support letter, Metes and Bounds, and Survey

Jose E. Ortiz

City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING A VARIANCE FOR A 53.86-ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND SECTION 1, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF SOLOMON LANE, APPROXIMATELY 1,700 FEET EAST OF THE INTERSECTION OF SOLOMON LANE AND COOPER CREEK ROAD), BY PERMITTING CONSTRUCTION OF RESIDENCES WHERE NO PORTION OF ANY STRUCTURE IS CLOSER THAN 300 FEET OF AN OIL AND GAS WELL; AND AUTHORIZING ISSUANCE OF BUILDING PERMITS

WHEREAS, pursuant to Section 6-1-23(H)(2)(c) of the City Code of Midland, Texas, the owner of the property described in Section One hereof has applied for a variance in order to receive building permits for the construction of residences where no portion of any structure is closer than 300 feet of an oil and gas well; and

WHEREAS, the City Council finds and determines that granting a variance for such purpose will not present a health or safety risk to the applicant or subsequent occupants of the structures;

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

SECTION ONE. That a variance is hereby granted for a 53.86-acre tract of land out of Lot 8, Block 2, Pavilion Park Addition, Section 7, and Section 1, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more fully described in Exhibit "A", which is attached hereto and incorporated herein, by permitting construction of residences where no portion of a structure is closer than 300 feet of an oil and gas well.

SECTION TWO. That the Building Official is hereby authorized and directed to issue building permits to the applicant and to other appropriate parties, entities, individuals, successors or assigns for such purpose with the following notation: "This building permit is issued for a structure to be constructed on a lot or tract located within 500 feet of a previously permitted Oil and Gas Well, but no portion of the structure shall be closer than 300 feet of

a previously permitted Oil and Gas Well."

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., 2024, 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:

_____
Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PENNELL LAND SURVEYING, LLC

SURVEYING FIRM #10193978
2030 W. CUTHBERT, MIDLAND, TEXAS 79701

PAVILION PARK ADDITION, SECTION 15, BLOCKS ONE (1) THROUGH TEN (10), METES AND BOUNDS DESCRIPTION:

BEING A DESCRIPTION OF A 53.86 ACRE TRACT OF LAND OUT OF LOT 8, BLOCK 2, PAVILION PARK ADDITION, SECTION 7, AND A 10.00 ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 'X', H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS.

BEGINNING AT A 1/2 IRON ROD WITH RED PLASTIC CAP MARKED "LANDPOINT MIDLAND" FUND IN THE NORTH LINE OF SAID LOT 8, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS 53.86 ACRE TRACT;

THENCE S 14°24'06" E, A DISTANCE OF 259.48 FEET TO A 1/2 IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. MIDLAND" FOUND FOR AN INTERIOR CORNER OF THIS 53.86 ACRE TRACT;

THENCE S 79°09'51" E, A DISTANCE OF 216.69 FEET TO A 1/2 IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. MIDLAND" FOUND FOR THE MOST EASTERLY NORTHEAST CORNER OF THIS 53.86 ACRE TRACT;

THENCE S 26°44'49" W, A DISTANCE OF 412.17 FEET TO A 1/2 IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS 53.86 ACRE TRACT;

THENCE S 14°26'59" E, A DISTANCE OF 600.00 FEET TO A 1/2 IRON ROD WITH RED PLASTIC CAP MARKED "LANDPOINT MIDLAND" FOR THE MOST EASTERLY SOUTHEAST CORNER OF THIS 53.86 ACRE TRACT;

THENCE S 75°39'45" W, A DISTANCE OF 660.00 FEET TO A 1/2 IRON ROD WITH RED PLASTIC CAP MAKRED "WEST CO. MIDLAND" FOUND FOR AN INTERIOR CORNER OF THIS 53.86 ACRE TRACT;

THENCE S 14°26'59" E, A DISTANCE OF 60.00 FEET TO A POINT FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS 53.86 ACRE TRACT, FROM WHICH A 1/2 IRON ROD WITH CAP MARKED "1974" BEARS S 86°25'34" W, A DISTANCE OF 1.53 FEET;

THENCE S 75°41'00" W, A DISTANCE OF 601.97 FEET TO A MAG NAIL WITH ALUMINUM WASHER MAKRED "LP" FOUND FOR THE MOST SOUTHWESTERLY CORNER OF THIS 53.86 ACRE TRACT;

THENCE N 14°20'15" W, A DISTANCE OF 60.00 FEET TO A MAG NAIL FOUND FOR AN INTERIOR CORNER OF THIS 53.86 ACRE TRACT;

THENCE N 57°11'27" W, A DISTANCE OF 1680.36 FEET TO A 1/2 INCH IRON ROD WITH RED PLASTIC CAP MARKED "WEST CO. MIDLAND" FOUND FOR THE MOST SOUTHERLY NORTHWEST CORNER OF THIS 53.86 ACRE TRACT;

THENCE N 14°20'20" W, A DISTANCE OF 31.46 FEET TO A 1/2 INCH IRON ROD WITH RED PLASTIC CAP MARKED "LANDPOINT MIDLAND" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS 53.86 ACRE TRACT;

PENNELL LAND SURVEYING, LLC

SURVEYING FIRM #10193978
2030 W. CUTHBERT, MIDLAND, TEXAS 79701

THENCE N 75°41'26" E, A DISTANCE OF 1731.75 FEET TO A MAG NAIL WITH ALUMINUM WASHER STAMPED "LP" FOUND IN THE NORTH LINE OF THIS 53.86 ACRE TRACT;

THENCE N 75°41'12" E, A DISTANCE OF 746.12 FEET TO THE POINT OF BEGINNING.

Duryn Henington

7-30-24

STATE OF TEXAS
REGISTERED
DURYN HENINGTON
6832
PROFESSIONAL
LAND SURVEYOR

PENNELL LAND SURVEYING, LLC

SURVEYING FIRM #10193978
2030 W. CUTHBERT, MIDLAND, TEXAS 79701

PAVILION PARK ADDITION, SECTION 15, BLOCKS ONE (1) THROUGH TEN (10), METES AND BOUNDS DESCRIPTION:

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BEGINNING AT A 1/2 IRON ROD WITH RED PLASTIC CAP MARKED "LANDPOINT MIDLAND" FUND IN THE NORTH LINE OF SAID LOT 8, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS 53.86 ACRE TRACT;

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PENNELL LAND SURVEYING, LLC

SURVEYING FIRM #10193978
2030 W. CUTHBERT, MIDLAND, TEXAS 79701

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Duryn Henington

7-30-24

STATE OF TEXAS
REGISTERED
DURYN HENINGTON
6832
PROFESSIONAL
LAND SURVEYOR

PIONEER
NATURAL RESOURCES

April 23, 2024

Mr. Jeff Pinkstaff
City of Midland Building Official
Ron Jenkins
Oil and Gas Coordinator
300 N. Loraine
Midland, Texas 79701

RE: Surface Owner Non- Protest Letter for a Request for 300-foot radius, Oil Well Variance, for the Sprayberry Field-Hogan Wells listed below that affect Pavilion Park, Section 15

Dear Mr. Pinkstaff/ Jenkins:

I, Derek J. Folmer with Pioneer Natural Resources USA, Inc., am writing this letter to indicate that it does not protest a variance being granted from Ordinance # 8769 of the "Midland Texas Code of Ordinances" for the following wells that affect the neighboring subdivision Pavilion Park Section 15.

The wells in question are located within the Sprayberry Field (Trend Area) and are identified as:
Hogan 1-13-D – WELL NO. 2407H
Hogan 1-24-E – WELL NO. 2810H
Hogan 1-24-F – WELL NO. 2411H
Hogan 1-24-F – WELL NO. 2812H
Hogan 1-24-F – WELL NO. 4211H
Hogan 1-24-G – WELL NO. 2613VH
Hogan 1-24-H – WELL NO. 2415HZ
Hogan 1-24-I – WELL NO. 2815H
Hogan 1-24-I – WELL NO. 4215H
Hogan 1-24-I – WELL NO. 4315H

The attached exhibit shows the location of the wells in relation to the proposed residential lots of the subdivision which will be affected. To develop said lots, residents, streets, and alleys will need to be constructed within the 500-foot radius dictated in the ordinance. No homes, streets or alleys will be constructed within 300-feet of the permitted wells, and most homes will be approximately 400-feet from the wells.

Pioneer Natural Resources does not protest and does not object to the variance being approved as requested by the applicant.

Sincerely,

Derek J. Folmer
Sr. Surface Landman
(432) 212-3819
Derek.Folmer@pxd.com
Pioneer Natural Resources USA, Inc.

WA CIVIL, LLC

April 23, 2024

Mr. Jeff Pinkstaff
City of Midland Building Official
Code Enforcement
300 N. Loraine
Midland, Texas 79701

RE: Request for 300-foot radius, Oil Well Variance, for Pavilion Park, Section 15

Dear Mr. Pinkstaff:

I, Scott Bowden, Managing Member of 3 Centavos, LLC., the owners of the Pavilion Park Section 15 Subdivision, am writing to request a variance be granted from Ordinance #8769 of the "Midland Texas Code of Ordinances."

The drilled wells in question are located within the Sprayberry Field (Trend Area) and are identified as:
Hogan 1-13-D – WELL NO. 2407H
Hogan 1-24-E – WELL NO. 2810H
Hogan 1-24-F – WELL NO. 2411H
Hogan 1-24-F – WELL NO. 2812H
Hogan 1-24-F – WELL NO. 4211H
Hogan 1-24-G – WELL NO. 2613VH
Hogan 1-24-H – WELL NO. 2415HZ
Hogan 1-24-I – WELL NO. 2815H
Hogan 1-24-I – WELL NO. 4215H
Hogan 1-24-I – WELL NO. 4315H

The attached exhibit shows the location of the wells in relation to the proposed residential lots of the subdivision which will be affected. To develop said lots, residents, streets, and alleys will need to be constructed within the 500-foot radius dictated in the ordinance. No homes, streets or alleys will be constructed within 300-feet of the permitted wells, and most homes will be approximately 400-feet from the wells.

This request for a variance is made per Section 4-1-123(H)(2)(c) of the city of Midland Code.

Please find enclosed the EXHIBIT showing the wells, the proposed 135-foot radius, and the affected area.

Sincerely,

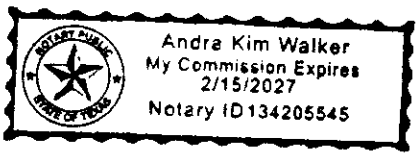
Scott Bowden
Managing Member
4513 Santos Rosa Drive | Midland, TX 79707
(432) 967-1259 | scott@midlandreco.com

STATE OF TEXAS:
COUNTY OF MIDLAND:

Before me, Andra Kim Walker, on this day personally appeared Scott Bowden, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____23rd____ day of April 2024.

Andra Kim Walker
Notary Public, State of Texas



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WELL VARIANCE EXHIBIT - PAVILION PARK ADDITION, SECTION 15

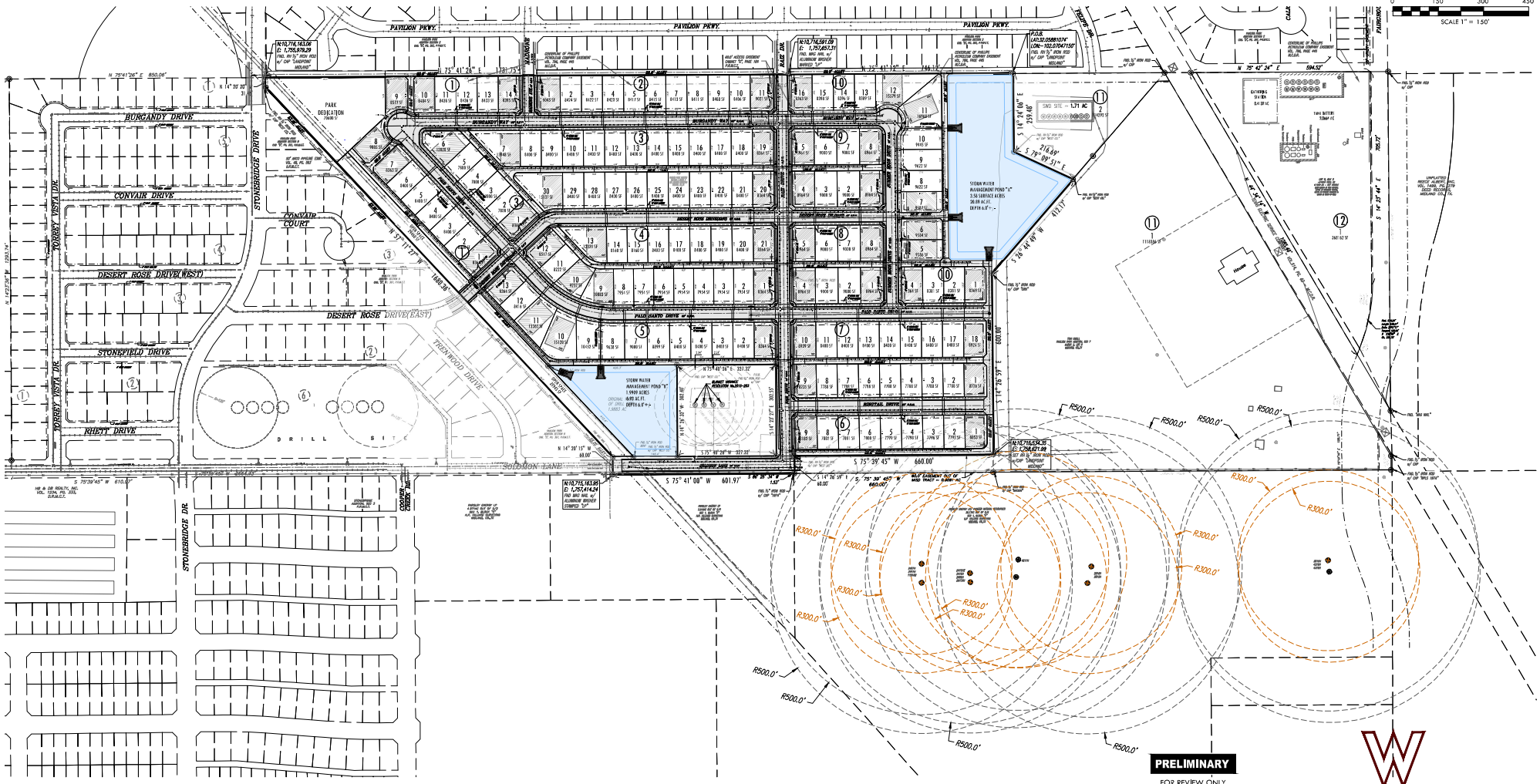
APRIL 2024

PHASE 2 - 90.60 ACRES

[53.86 ACRES IN SUBDIVISION]

148 LOTS IN SUBDIVISION

[3 LOTS OUTSIDE OF SUBDIVISION BEING PLATTED - TOTAL OF 151 LOTS]



PRELIMINARY

FOR REVIEW ONLY

This document is released for the purpose of interim review only. It is not to be used for construction, bidding, or permit purposes.

Engineer: Larry H. Walker, P.E.
P.E.: 101315 Date: 4/23/24

TBPE F-16482

WA CIVIL, LLC
223 West Wall Street, Suite 226 (8th Floor) Midland Towers | Midland, Texas 79701
N. Collegiate Drive, Suite 100 | Paris, Texas 75460
903.271.5231 | lwalker@wacivil.com

D:\WACIVIL\2023\X302\External References\DWG\X302-BASE-MASTER.dwg

City Council Meeting

Item Number: 16

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Lindsey Adams,

Subject: **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE "COMPANY") REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL (DISTRICT: ALL) (DEVELOPMENT SERVICES) (PROVIDE SOUND GOVERNANCE & FISCAL MANAGEMENT)**

Purpose:

Resolution of the City council of the City of Midland, Texas, approving a negotiated settlement between the executive committee of Cities served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division (the "Company") regarding the Company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the

Company to reimburse Cities' reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas open meetings act; adopting a savings clause; declaring an effective date; and authorizing and directing the City secretary to deliver this resolution to the Company and Cities' legal counsel.

Recommended City Council Action:

Approve

Fiscal Impact:

Establish reasonable rates for the City system-wide allowing an expedited rate review process and fair compensation for services.

Strategic Priority:

(Provide Sound Governance & Fiscal Management)

Discussion:

BACKGROUND AND SUMMARY

The City, along with 70 other West Texas cities served by Atmos Energy Corporation, West Texas Division ("Atmos West Texas" or "Company"), is a member of Cities Served by Atmos West Texas ("Cities"). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2023, entitled it to a $6.7 million increase to the WTX Cities. This was reduced to $5.8 million due to limitations in the RRM tariff.

After a review of Cities' consultants' report and negotiations with Cities' representatives, Atmos agreed to a rate increase of $4.3 million plus revenue related taxes within the Cities, with an Effective Date of October 1, 2024.

RATE TARIFFS

Atmos generated rate tariffs associated with the Resolution/Ordinance. These tariffs are Attachment 1 to this Staff Report. Atmos also provided a proof of revenues associated with the new rates. The Cities' consultants have confirmed the accuracy of the proof.

BILL IMPACT

The impact of this increase in revenues to an average residential customer's bill is an increase of approximately $1.27 per month. Atmos provided a bill impact estimate for each customer class reflecting the new rates. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly advantage over rates in effect in Lubbock, and environs.

CITIES' OBJECTION TO THE SECTION 104.301 GRIP PROCESS

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

EXPLANATION OF "BE IT RESOLVED" PARAGRAPHS

1. This section approves all findings in the Resolution.
2. This section adopts the attached RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos West Texas to recover an additional $4.3 million over a 12-month period.
4. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate settings.
5. This section requires the Company to reimburse the City for expenses associated with adoption of the Resolution.
6. This section repeals any resolution or ordinance that is inconsistent with this Resolution.
7. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
8. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
9. This section provides for an effective date upon passage.
10. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for the Executive Committee.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION (THE "COMPANY") REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO DELIVER THIS RESOLUTION TO THE COMPANY AND CITIES' LEGAL COUNSEL

WHEREAS, the City of Midland, Texas (the "City") is a gas utility customer of Atmos Energy Corp., West Texas Division ("Atmos West Texas" or the "Company"), and a regulatory authority with an interest in the rates and charges of the Company; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas ("Cities"), a coalition of similarly-situated cities served by the Company that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Company's service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, the Company filed its 2024 RRM rate request with Cities based on a test year ending December 31, 2023; and

WHEREAS, Cities coordinated its review of the Company's 2024 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for the Company of $4.3 million with an effective date of October 1, 2024; and

WHEREAS, the tariffs attached hereto as Attachment 1, which implement new rates, are consistent with the recommendation of Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits as shown in Attachment 2, which is attached hereto; and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

SECTION ONE. That the findings set forth in this Resolution are hereby in all things approved.

SECTION TWO. That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of $4.3 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by the Company within the municipal limits arising from the Company's 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION THREE. That the existing rates for natural gas service provided by the

Company are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1 are just and reasonable and are designed to allow the Company to recover annually an additional $4.3 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION FOUR. That the ratemaking treatment for pensions and retiree medical benefits in the Company's next RRM filing shall be as set forth on Attachment 2, which is attached hereto and incorporated herein.

SECTION FIVE. That the Company shall reimburse the reasonable ratemaking expenses of Cities in processing the Company's 2024 RRM filing.

SECTION SIX. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION SEVEN. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION EIGHT. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION NINE. That consistent with the City ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

SECTION TEN. That the City Secretary is hereby authorized and directed to send copies of this Resolution to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

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., 2024, 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:

_____
Morris Williams, Jr., Deputy City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Administration\2024\Atmos\Approve Settlement.wpd

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 19.69
Consumption Charge	$ 0.43304 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 67.39
Consumption Charge	$ 0.21728 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 772.87
Consumption Charge	$ 0.12145 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 772.87 per month
Consumption Charge	$ 0.12145 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 186.36
Consumption Charge	$ 0.19014 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Shared Services		WTX			
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report	$ 1,401,099	$ (1,145,631)	$ 468,105	$ (1,406,456)	$ 40,864	
2	Allocation Factor	8.87%	8.87%	96.01%	96.01%	96.01%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers) Allocated to West Texas (Ln 1 x Ln 2)	$ 124,299	$ (101,635)	$ 449,415	$ (1,350,301)	$ 39,232	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve (Excluding Removed Cost Centers) (Ln 3 x Ln 4)	$ 124,299	$ (101,635)	$ 449,415	$ (1,350,301)	$ 39,232	$ (838,990)
6							
7							
8	Summary of Expense Costs to Approve:						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	82.59%	82.59%	48.44%	48.44%	100.00%	
11							
12	Total Pension Account Plan	$ 102,660		$ 217,683			$ 320,343
13	Total Post-Employment Benefit Plan		$ (83,941)		$ (654,044)		(737,985)
14	Total Supplemental Executive Benefit Plan					$ 39,232	39,232
15	Total (Sum Ln 12 through Ln 14)	$ 102,660	$ (83,941)	$ 217,683	$ (654,044)	$ 39,232	$ (378,410)

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 19.69
Consumption Charge	$ 0.43304 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 67.39
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The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 772.87
Consumption Charge	$ 0.12145 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 772.87 per month
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Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

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Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 186.36
Consumption Charge	$ 0.19014 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Shared Services		WTX			
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report	$ 1,401,099	$ (1,145,631)	$ 468,105	$ (1,406,456)	$ 40,864	
2	Allocation Factor	8.87%	8.87%	96.01%	96.01%	96.01%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers) Allocated to West Texas (Ln 1 x Ln 2)	$ 124,299	$ (101,635)	$ 449,415	$ (1,350,301)	$ 39,232	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve (Excluding Removed Cost Centers) (Ln 3 x Ln 4)	$ 124,299	$ (101,635)	$ 449,415	$ (1,350,301)	$ 39,232	$ (838,990)
6							
7							
8	Summary of Expense Costs to Approve:						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	82.59%	82.59%	48.44%	48.44%	100.00%	
11							
12	Total Pension Account Plan	$ 102,660		$ 217,683			$ 320,343
13	Total Post-Employment Benefit Plan		$ (83,941)		$ (654,044)		(737,985)
14	Total Supplemental Executive Benefit Plan					$ 39,232	39,232
15	Total (Sum Ln 12 through Ln 14)	$ 102,660	$ (83,941)	$ 217,683	$ (654,044)	$ 39,232	$ (378,410)

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description							Current	Proposed	Change Amount	Change Percent
		(a)						(b)	(c)	(d)	(e)
1	**RESIDENTIAL**										
2	Customer Charge							$ 18.97			
3	Consumption Charge	46.3	CCF	X	$	0.42269	=	19.57			
4	Rider GCA	46.3	CCF	X	$	0.40525	=	18.76			
5	Subtotal							$ 57.30			
6	Rider FF & Rider TAX		$ 57.30	X		6.09%	=	3.49			
7	Total							$ 60.79			
8											
9	Customer Charge								$ 19.69		
10	Consumption Charge	46.3	CCF	X	$	0.43304	=		20.05		
11	Rider GCA	46.3	CCF	X	$	0.40525	=		18.76		
12	Subtotal								$ 58.50		
13	Rider FF & Rider TAX		$ 58.50			6.09%	=		3.56		
14	Total								$ 62.07	$ 1.27	2.09%
15											
16	**COMMERCIAL**										
17	Customer Charge							$ 63.83			
18	Consumption Charge	238.9	CCF	X	$	0.22465	=	53.67			
19	Rider GCA	238.9	CCF	X	$	0.40525	=	96.81			
20	Subtotal							$ 214.31			
21	Rider FF & Rider TAX		$ 214.31	X		6.09%	=	13.06			
22	Total							$ 227.37			
23											
24	Customer Charge								$ 67.39		
25	Consumption Charge	238.9	CCF	X	$	0.21728	=		51.91		
26	Rider GCA	238.9	CCF	X	$	0.40525	=		96.81		
27	Subtotal								$ 216.11		
28	Rider FF & Rider TAX		$ 216.11			6.09%	=		13.17		
29	Total								$ 229.28	$ 1.91	0.84%
30											

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description							Current	Proposed	Change Amount	Change Percent
		(a)						(b)	(c)	(d)	(e)
31	**INDUSTRIAL**										
32	Customer Charge							$ 720.80			
33	Consumption Charge	4,611.0	CCF	X	$	0.13550	=	624.79			
34	Rider GCA	4,611.0	CCF	X	$	0.40525	=	1,868.61			
35	Subtotal							$ 3,214.20			
36	Rider FF & Rider TAX		$ 3,214.20	X		6.09%	=	195.81			
37	Total							$ 3,410.00			
38											
39	Customer Charge								$ 772.87		
40	Consumption Charge	4,611.0	CCF	X	$	0.12145	=		560.01		
41	Rider GCA	4,611.0	CCF	X	$	0.40525	=		1,868.61		
42	Subtotal								$ 3,201.48		
43	Rider FF & Rider TAX		$ 3,201.48			6.09%	=		195.03		
44	Total								$ 3,396.51	$ (13.49)	-0.40%
45											
46	**TRANSPORTATION**										
47	Customer Charge							$ 720.80			
48	Consumption Charge	19,341.5	CCF	X	$	0.11707	=	2,264.31			
49	Rider GCA (1)	19,341.5	CCF	X	$	-	=	-			
50	Subtotal							$ 2,985.11			
51	Rider FF & Rider TAX		$ 2,985.11	X		6.09%	=	181.85			
52	Total							$ 3,166.96			
53											
54	Customer Charge								$ 772.87		
55	Consumption Charge	19,341.5	CCF	X	$	0.12145	=		2,349.03		
56	Rider GCA (1)	19,341.5	CCF	X	$	-	=		-		
57	Subtotal								$ 3,121.90		
58	Rider FF & Rider TAX		$ 3,121.90			6.09%	=		190.18		
59	Total								$ 3,312.08	$ 145.12	4.58%
60											

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description							Current	Proposed	Change Amount	Change Percent
	(a)							(b)	(c)	(d)	(e)
61	**PUBLIC AUTHORITY**										
62	Customer Charge							$ 177.26			
63	Consumption Charge	610.2	CCF	X	$	0.19805	=	120.85			
64	Rider GCA	610.2	CCF	X	$	0.40525	=	247.28			
65	Subtotal							$ 545.39			
66	Rider FF & Rider TAX	$ 545.39		X		6.09%	=	33.22			
67	Total							$ 578.62			
68											
69	Customer Charge								$ 186.36		
70	Consumption Charge	610.2	CCF	X	$	0.19014	=		116.02		
71	Rider GCA	610.2	CCF	X	$	0.40525	=		247.28		
72	Subtotal								$ 549.67		
73	Rider FF & Rider TAX	$ 549.67				6.09%	=		33.49		
74	Total								$ 583.15	$ 4.53	0.78%
75											
76	Note:										
77	1. Rider GCA does not apply to the Transportation Tariff. Therefore, the GCA Rate has been set to zero.										

City Council Meeting

Item Number: 17

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Laurie Williams, Parks and Recreation Director

Subject: **MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; POW5R SPORTS LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND. SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES. (DISTRICT: ALL) (PARKS AND RECREATION) (QUALITY OF LIFE AND PLACE)**

Purpose:

MOTION AUTHORIZING THE EXECUTION OF SPORTS AGREEMENTS WITH THE FOLLOWING ORGANIZATIONS: BOYS AND GIRLS CLUB OF THE PERMIAN BASIN; GREATER MIDLAND FOOTBALL LEAGUE; POW5R SPORTS LEAGUE; MIDLAND JUNIOR BASEBALL ASSOCIATION, INC.; MIDLAND SOCCER ASSOCIATION, INC.; MIDLAND SOFTBALL ASSOCIATION, INC.; MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION; TEXAS CRICKET CLUB; UNDER THE LIGHTS FLAG FOOTBALL LEAGUE; WEST TEXAS BMX; AND THE YMCA OF MIDLAND. SAID AGREEMENTS PROVIDING FOR THE ORGANIZATIONS' ADMINISTRATION OF RECREATIONAL PROGRAMS, SPECIAL EVENTS, AND OTHER RELATED SERVICES THROUGH THE USE OF CITY-OWNED PROPERTY AND FACILITIES.

Recommended City Council Action:

Approve

Fiscal Impact:

Maintenance of the City's athletic facilities is carried in the current operating budgets of the Parks and Sports Complex Divisions. The city, if funds are available and budgeted, can match an association's funds for capital improvement projects, as provided by the sports agreements.

Strategic Priority:

(Quality of Life and Place)

Discussion:

Through the annual sports agreements, the associations agree to provide recreational sports programs to the citizens of Midland. The associations handle advertisement, sign-ups, and scheduling of seasonal competition and tournaments. City staff is responsible for the long-term maintenance and safe conditions of the sporting facilities.

The sports agreements will again require $1 million liability insurance naming the City of Midland as an additional insured.

City Manager's Office

BOYS AND GIRLS CLUB OF THE PERMIAN BASIN
SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation (City), and Boys and Girls Club of the Permian Basin (Association).

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to flag football and soccer activities for youth and adult participants at Taylor Park. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national flag football/soccer events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which shall include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's

expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled flag games and practice sessions. Appropriateness shall be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two weeks prior to the start of the activities contemplated by this Agreement, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct

the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare flag football facility; and

4. Preparing playing field for all games.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of December 2024, during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the December 31, 2024 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the "Facilities Director," who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, mowers, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides shall be applied only by a licensed applicator which is licensed by The Texas Department of Agriculture. Further, Association shall supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt

of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024 through December 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association shall provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas,

selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices shall take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY

SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement,

and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon a non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Boys and Girls Club of the Permian Basin Taylor Park Facility 1321 S. Goode St.

Midland, Texas
79701

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that

Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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 ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

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

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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 City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

[Signature Page Follows]

BOYS AND GIRLS CLUB
OF THE PERMIAN
BASIN

By: _____

Name: Stan VanHoozer

Title: Director of Operations

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §



BEFORE ME, the undersigned authority, on this 24 day of July, 2024, personally appeared Van Hoozer, Stan of the Boys and Girls Club of the Permian Basin, 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 the Boys and Girls Club of the Permian Basin.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of July, 2024.

_____
Notary Public, State of Texas

GREATER MIDLAND FOOTBALL LEAGUE
SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and the Greater Midland Football League ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to football activities for youth ages four (4) to twelve (12) at the Scharbauer Sports Complex's Blue and White Fields and Reyes Mashburn Nelms Park's Field 4 and 5. Association shall have the right to collect fees and income generated by Association's football activities for youth ages four (4) to twelve (12). This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by City and designated or deemed by City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games.

E. Provide general field maintenance which shall include making major repairs to City-owned equipment, grooming of turf fields at least once biweekly during Association's football season, and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled camp taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and Camp sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Parks and Recreation or her designee.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and camp to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted

as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields;

2. Providing any and all necessary bases, chains, markers, goals and pylons;

3. Providing personnel, equipment and materials necessary to prepare playing fields; and

4. Preparing playing fields for all games if applicable.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole

and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with City's Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the ~~A~~Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the ~~A~~ City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS

to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to City no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association.

No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a ~~A~~Community of Pecuniary Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all 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 Association's work. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association shall provide City with an annual report by December 1st, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per project aggregate and on an occurrence basis. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per project aggregate and on an occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or

practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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, 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION 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, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 City. The issue of whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the

law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Greater Midland Football League 2510 Regency Oaks Midland, Texas 79705

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and

this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association

any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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,

ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION 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.

ARTICLE XX - CONSIDERATION

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

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association may file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for

the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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. City is under no obligation to provide notice to Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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 City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

GREATER MIDLAND FOOTBALL LEAGUE

By: _____

Name: Kyle Huckaba

Title: President

THE STATE OF TEXAS '

'

COUNTY OF MIDLAND '

NOTARY PUBLIC STATE OF TEXAS
Joseph Jolly
My Commission Expires
03/29/2025
ID No 133003630

BEFORE ME, the undersigned authority, on this 30 day of July personally appeared Kyle Huckaba 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 the Greater Midland Football League.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, 2024.

_____

Notary Public, State of Texas

POW5R SPORTS LEAGUE
SPORTS AGREEMENT

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Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to football activities for youth ages four (4) to twelve (12) at the Reyes Mashburn Nelms Park's Fields 4 and 5 and the Scharbauer Sports Complex's Blue and White Fields. Association shall have the right to collect fees and income generated by Association's football activities for youth ages four (4) to twelve (12). This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

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B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

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K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and Camp sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Parks and Recreation or her designee.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and camp to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted

as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields;

2. Providing any and all necessary bases, chains, markers, goals and pylons;

3. Providing personnel, equipment and materials necessary to prepare playing fields; and

4. Preparing playing fields for all games if applicable.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole

and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with City's Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the AFacilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the A_City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS

to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to City no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association.

No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a ACommunity of Pecuniary Interest or An Equal Right of Control which would give rise to vicarious liability. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all 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 Association's work. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII - ANNUAL REPORTING

Association shall provide City with an annual report by December 1st, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per project aggregate and on an occurrence basis. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per project aggregate and on an occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or

practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION 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, 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION 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, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 City. The issue of whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the

law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Pow5r Sports League PO Box 11085 Midland, Texas 79702

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and

this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association

any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and the Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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,

ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION 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.

ARTICLE XX - CONSIDERATION

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

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

Before the Association may file suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for

the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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. City is under no obligation to provide notice to Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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 City has actual or constructive notice or knowledge of said claim or alleged damages.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

Pow5r Sports League

By: John Norman

Name: John Norman

Title: Executive Director

THE STATE OF TEXAS

COUNTY OF MIDLAND

NOTARY PUBLIC STATE OF TEXAS
Joseph Jolly
My Commission Expires
03/29/2025
ID No 133003630

BEFORE ME, the undersigned authority, on this 14 day of August personally appeared John Norman 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 the Pow5r Sports League.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of August, 2024.

Notary Public, State of Texas

MIDLAND JUNIOR BASEBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Junior Baseball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering the Association's programs, special events, organized sanctioned teams and other services related to baseball activities for young men ages Nineteen (19) and younger at Beal Park, Butler Park, CJ Kelly Park, Hogan Park, Reyes/Mashburn/Nelms Park, and Windlands Park. Association shall have the right to collect fees and income generated by Association's baseball activities for young men ages Nineteen (19) and younger. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I.
DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - nine (9) playing fields, as agreed by Association, the City

Manager and the Recreation Manager, reserved for Association's championship games or tournaments, comprised of Little League Fields #1 and #2 at Beal Park, Little League Fields #1 and #2 at Butler Park, Little League Field #1 at C.J. Kelly Park, Little League Fields #1 and #2 at Reyes/Mashburn/Nelms Park, and Little League Fields #1 and #2 at Windlands Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the nine (9) Championship Fields for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be

approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Parks and Recreation one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that the City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which shall include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable;
5. Making major repairs to City-owned equipment and fixtures; and
6. Grooming of turf fields at least once biweekly during Association's baseball season.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness shall be determined by City.

M. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Parks and Recreation or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and

4. Dragging skinned infields for all games if applicable.

5. Ensure no competitor wears metal spikes on turf fields.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of December 2024 during the term of this Agreement, and

(ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the December 31, 2024, deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before

the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division about facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides shall be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association shall supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep park property, parking lots, and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of the City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park

Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent

contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association shall provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association

maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Article shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices shall take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this

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

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, the premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION 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, 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION 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, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS

WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 City. The issue

on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding

breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City: City of Midland
P.O. Box 1152
Midland, Texas
79702 Attention:
City Manager

with copies to: City Attorney and
Director of Parks and Recreation and

Recreation Manager
at the same address

If to Association:

Midland Junior Baseball Association, Inc.
P.O. Box 52101
Midland, Texas
79710

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property pursuant to the terms of this Agreement during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION

SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION 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.

ARTICLE XX. CONSIDERATION

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

ARTICLE XXI. 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, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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 City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

MIDLAND JUNIOR BASEBALL
ASSOCIATION, INC.

By: _____

Name: Derrick Nicholas

Title: MJBA - President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

Joseph Jolly
My Commission Expires
03/29/2025
ID No 133003630
NOTARY PUBLIC - STATE OF TEXAS

BEFORE ME, the undersigned authority, on this 24 day of July 2024 personally appeared Derrick Nicholas 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 Junior Baseball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of July, 2024.

_____
Notary Public, State of Texas

MIDLAND SOCCER ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Soccer Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to recreational soccer for adults and youth at Butler Park and Hogan Park. Association shall have the right to collect fees and income generated by Association's soccer activities for adults and youth. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I.
DEFINITIONS

A. **Park Property** - any property owned by the City of Midland, Texas, and designated or deemed by the City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City

of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Provide general field maintenance which shall include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields; and

4. Making major repairs to City-owned equipment and fixtures.

E. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

F. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

G. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

H. Respond to emergency maintenance requests on a priority basis as determined by City.

I. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other

chemicals or treatment must be approved by City.

J. Coordinate with Association regarding provision and permitting/licensing of vendors.

K. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled recreational games and practice sessions. Appropriateness shall be determined by City.

L. Provide Association with exclusive access and use of certain designated concession facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession facilities to other persons or entities when Association is not using the concession facilities during a scheduled event. The decision regarding which concession facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Parks and Recreation or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two (2) working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be

considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields; and

2. Providing any and all necessary bases, markers or goals.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of December, 2024, during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the December 31, 2024, deadline shall not be considered by City.

G. Submit any other request to the City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division regarding facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides shall be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association shall supply labels and MSDS to the City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application

and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare fields "unplayable" for games and practice due to wet or adverse weather.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s)

by third parties under this Agreement. For the avoidance of doubt, the term "third party" as used herein shall apply to non-recreational teams, including, but not limited to, select teams and academy teams. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association shall provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which

names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name the City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices shall take place until insurance is provided to the City Secretary's Office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association

does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. The Association shall not use an unapproved certificate of i nsurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION 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, 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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION 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, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and, (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation

and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 City. The decision regarding whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon the non-defaulting party's election to terminate, this Agreement shall cease and come to an end. The non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of the non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Midland Soccer Association, Inc. 3500 N. A Street Suite 1600 Midland, TX 79705

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated after the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which

shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR

INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

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

ARTICLE XX. CONSIDERATION

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

ARTICLE XXI. 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, Association, or its legal representative, shall give the City Manager 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas

Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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 City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

MIDLAND SOCCER ASSOCIATION, INC.

By: _____

Name: Matthew Voss

Title: President

Joseph Jolly
My Commission Expires
03/29/2025
ID No 133003630

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this 31 day of July personally appeared Matthew Voss 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 Soccer Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July, 2024.

_____
Notary Public, State of Texas

MIDLAND SOFTBALL ASSOCIATION, INCORPORATED
SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland Softball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to softball activities for persons ages fifteen (15) and older at the Bill Williams Softball Complex at Hogan Park. Association shall have the right to collect fees and income generated by Association's softball activities for persons ages fifteen (15) and older. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by City and designated or deemed by City to be park property.

B. **Playing Field** - any single area of park property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - six (6) playing fields, as agreed by Association, the City Manager and the Recreation Manager, reserved for Association's championship games or

tournaments, comprised of the six (6) adult softball fields within the Bill Williams Softball Complex at Hogan Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Community Services** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the six (6) Championship Fields for the sole purpose of conducting games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Selection of Championship Field(s) must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field(s) must be approved by the City Manager, with Association paying all costs associated with said fence;

3. Association shall deposit with the Director of Parks and Recreation one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

4. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Marking necessary field lines prior to each Association season and prior to national tournaments if applicable;

5. Dragging infields prior to tournaments;

6. Making major repairs to City-owned equipment and fixtures;

7. Picking up fencing after tournaments; and

8. Grooming of turf fields at least once biweekly during Association's softball season.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Associations scheduled games and practice sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession and umpire facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession and umpire

facilities to other persons or entities when Association is not using the concession or umpire facilities during a scheduled event. The decision regarding which concession and umpire facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Parks and Recreation or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two (2) working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, game officials, and custodial staff needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

3. Providing personnel, equipment and materials necessary to drag infields and set pitching mounds, foul lines or batter boxes if applicable;

4. Setting pitching mounds for all games if applicable; and

5. Erecting temporary fencing as needed.

6. Ensure no competitor wears metal spikes on turf fields.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (i.e., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep park property, parking lots, and surrounding area clean and orderly by picking up trash after Association's events. For the avoidance of doubt, "Park Property and surrounding area" as referenced in the preceding sentence shall include the fields, dugouts, common areas and the parking lot. Association also agrees to place its

equipment in storage following the end of the softball season.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the field "unplayable" for games or practice due to wet and adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately

terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association

maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Article shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to

the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all park property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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

ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 City. The decision regarding whether or not to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement,

and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Midland Softball Association, Inc. 4487 Hackberry Ct. Midland, Texas 79707

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking

the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

City's approval of this Agreement does not create a third-party beneficiary. There are no

third-party beneficiaries to this Agreement. No person or entity who is not a party to this Agreement shall have any third-party beneficiary or any other rights hereunder.

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION 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.

ARTICLE XX. CONSIDERATION

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

ARTICLE XXI. 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, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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 City has actual or constructive notice or knowledge of said claim or alleged damages. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

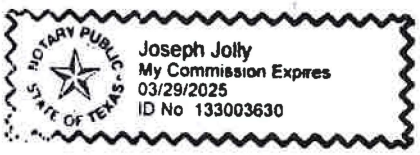
[Signature Page Follows]

MIDLAND SOFTBALL ASSOCIATION, INC.

By: _____

Name: Tommy E. Hawkins

Title: President



THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this 31 day of July personally appeared Tommy Hawkins 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 Softball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July, 2024.

_____

Notary Public, State of Texas

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INCORPORATED SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Midland United Girls Softball Association, Inc., ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to softball for young women ages eighteen (18) and younger at MUGS Softball Complex at Ulmer Park. Association shall have the right to collect fees and income generated by Association's activities for young women ages eighteen (18) and younger. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I. DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be park property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field(s)** - eleven (11) playing fields, as agreed by Association, the City

Manager and the Recreation Manager, reserved for Association's championship games or tournaments, comprised of the nine (9) softball fields and two (2) tee ball fields within the Freddie Ezell Complex at Ulmer Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II. DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of the eleven (11) Championship Fields for the sole purpose of conducting recreational games and practice sessions. Said Championship Field(s) may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve the playing surface, provided all of the following requirements are met:

1. Association shall deposit with the Director of Parks and Recreation one (1) copy of any and all keys necessary to gain access to said Championship Field(s);

2. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field(s), as well as any other Park Property, at any time

and for any purpose whatsoever;

3. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and that City's allowance of the designation and locking of any Championship Field(s) in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field(s) or any other Park Property;

4. Association understands and agrees that the right to designate and lock any such Championship Field(s) is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable;

5. Making major repairs to City-owned equipment and fixtures; and

6. Grooming of turf fields at least once biweekly during Association's softball season.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

M. Provide Association with exclusive access and use of certain designated concession and umpire facilities during Association's scheduled events; provided, however, that City may rent or otherwise provide access and use of said designated concession and umpire facilities to other persons or entities when Association is not using the concession or umpire facilities during a scheduled event. The decision regarding which concession and umpire facilities are to be designated for Association's exclusive access and use shall be in the sole and absolute discretion of the Director of Parks and Recreation or her designee.

ARTICLE III. DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be

supplemented if changes occur during the season, with the supplement submitted to City two (2) working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking or cutting any and all necessary lines on playing fields;
2. Providing any and all necessary bases, markers or goals;
3. Providing personnel, equipment and materials necessary to drag infields, foul lines or batter boxes if applicable; and
4. Dragging skinned infields for all games if applicable.
5. Ensure no competitor wears metal spikes on an artificially turfed field.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a

written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on the Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery

on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep park property, parking lot, and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to City no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV. TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services

described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI. BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII -ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII. INSURANCE

A. General Liability. At all times during the term of this Agreement, including but not limited to any time where Association either (i) uses Park Property for the performance of the sport activity pursuant to this Agreement, (ii) maintains equipment on any Playing Field, or (iii) excludes the general public from any Championship Field, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on any Playing Field or other City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on any Playing Field or other City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Article shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and

Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this Article. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall

receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX. INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE

REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X. NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color,

national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI. LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII. ASSIGNMENT

Association 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 City. The issue of whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII. TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement,

and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV. GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address

If to Association: Midland United Girls Softball Association, Inc.
P.O. Box 10574
Midland, Texas 79702

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV. SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION,

INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII. GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION 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.

ARTICLE XX. CONSIDERATION

City and Association agree that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI. 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, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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. Association agrees that the requirements of this entire Agreement are reasonable.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

Marcia Bentley-German, City Secretary

CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

[Signature Page Follows]

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS '

'

COUNTY OF MIDLAND '

BEFORE ME, the undersigned authority, on this _____ day of _____ personally appeared _____ 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 United Girls Softball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____

Notary Public, State of Texas

MIDLAND UNITED GIRLS SOFTBALL ASSOCIATION, INC.

By: R Maddox

Name: Rick Maddox

Title: President

THE STATE OF TEXAS

COUNTY OF MIDLAND

NOTARY PUBLIC · STATE OF TEXAS · Joseph Jolly My Commission Expires 03/29/2025 ID No 133003630

BEFORE ME, the undersigned authority, on this 31 day of July personally appeared Rickey Maddox 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 United Girls Softball Association, Inc.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of July, 2024.

Notary Public, State of Texas

TEXAS CRICKET CLUB SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and the Texas Cricket Club ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, organized sanctioned teams and other services related to cricket at Beal Park. Association shall have the right to collect fees and income generated by Association's cricket activities. This Agreement does not preclude City or Association from soliciting and hosting national tournaments and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one playing field, as agreed by Association and the City Manager, reserved for Association's championship games or tournaments, comprised of one (1) cricket field at Beal Park.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions. In addition, at the discretion of the City Manager and with advice from the Recreation Manager, Association may be allowed to designate one (1) Playing Field as a Championship Field.' Said Championship Field may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve its playing surface, provided all of the following requirements are met:

1. Selection of the one (1) Championship Field must be approved in writing, and in advance, by the City Manager;
2. If applicable, a proposed fence plan for said Championship Field must be approved by the City Manager;
3. Association shall deposit with the Director of Parks and Recreation one (1) copy of any and all keys necessary to gain access to said Championship Field;

4. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field, as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and City's allowance of the designation and locking of any Championship Field in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

9. Association understands that in the event of construction at said championship field, the association will work with the Director of Parks and Recreation and the Recreation Manager to find an alternative field during the construction project.

E. Provide general field maintenance which will include:

1. Mowing of playing fields once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Cutting necessary field lines prior to each Association season and prior to national tournaments if applicable; and
5. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing fields as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. When feasible, coordinate with Association at least thirty (30) days in advance of any closure of the playing fields due to construction for the purpose of identifying alternative playing fields for Association's use during said construction.

L. Coordinate with Association regarding provision and permitting/licensing of vendors. Allow Association first- priority, as appropriate, in the scheduling of Associations

scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of Association play, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and game officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields;

2. Providing any and all necessary bases, markers or goals;

F. If Association wishes to request that City make a capital improvement that exceeds a total

cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the AFacilities Director,' who shall be responsible for all communications with the Parks and Recreation Division regarding facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery

on Park Property (e.g., all-terrain vehicles, golf carts, line cutters, etc.).

M. Agree to pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Association agrees to keep park property, parking lot, and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games and practice due to wet and adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity

contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTTING

Association will provide City with an annual report by the 1st day of December, during the

term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance

required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, "premises" shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided

as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING –OUT –OF, –OR –RESULTING– FROM –ASSOCIATION'S –USE– OF,– OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state

and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association 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 City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has

received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Texas Cricket Club 5200 Sunshine Parkway Midland, TX 79701

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

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

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

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of

the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled games and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the

Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

ASSOCIATION AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. ASSOCIATION ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT.

ASSOCIATION FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND ASSOCIATION. THIS ARTICLE SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER

THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association's claim for damages under Chapter 271 of the -Texas -Local -Government -Code, -and -Section -311.034 -of- tthe -Texas -Government -Code,_–regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. *[Signature Pages Follow]*

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

[Signature Page Follows]

TEXAS CRICKET CLUB

By: Shashi Patel

Name: Shashi Patel

Title: Treasurer



THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this 24 day of July 2024 personally appeared Shashikantbhai Patel 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 Texas Cricket Club.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of July, 2024.

Notary Public, State of Texas

UNDER THE LIGHTS FLAG FOOTBALL LEAGUE SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and Under the Lights Flag Football League ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to flag football activities for youth and adult participants at CJ Kelly Park and the Scharbauer Sports Complex. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national flag football events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I- DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Parks and Recreation** - the Parks and Recreation for the City of Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in fields;

4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's

expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of flag football events, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct

the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare flag football facility; and

4. Preparing playing field for all flag football events.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division regarding facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, mowers, etc.).

M. Pay electrical costs for field light use at a rate of $25.00 per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property, parking lots, and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon

Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The

insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of

insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S

USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part

of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII - ASSIGNMENT

Association 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 City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-

defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	Under the Lights Flag Football 6007 Oak Creek Drive Midland, TX 79707

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that

Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

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

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

UNDER THE LIGHTS
FLAG FOOTBALL LEAGUE

By: _____

Name: Dustin Faught

Title: Commisioner

THE STATE OF TEXAS '

'

COUNTY OF MIDLAND '

NOTARY PUBLIC • STATE OF TEXAS •
Joseph Jolly
My Commission Expires
03/29/2025
ID No 133003630

BEFORE ME, the undersigned authority, on this 30 day of July personally appeared Dustin Faught 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 Under The Lights Flag Football League.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, 2024.

_____
Notary Public, State of Texas

WEST TEXAS BMX SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and West Texas BMX ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to BMX riding and racing at Reyes/Mashburn/Nelms Park. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national BMX events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Racetrack** - any single area of Park Property, located at Reyes/Mashburn/Nelms Park, which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **Championship Field** - one racetrack, as agreed by Association and the City Manager, reserved for Association's championship BMX events or tournaments.

D. **City Manager** - the City Manager of the City of Midland, Texas.

E. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of

Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting BMX events and practice sessions. In addition, at the discretion of the City Manager and with advice from the Recreation Manager, Association may be allowed to designate one (1) racetrack as a Championship Field. Said Championship Field may be enclosed by an approved fence and locked, when not in use by either Association or City, so as to preserve its playing surface, provided all of the following requirements are met:

1. Selection of the one (1) Championship Field must be approved in writing, and in advance, by the City Manager;

2. If applicable, a proposed fence plan for said Championship Field must be approved by the City Manager;

3. Association shall deposit with the Director of Parks and Recreation one (1) copy of any and all keys necessary to gain access to said Championship Field;

4. Association understands and agrees that City retains an unlimited right of entry upon said Championship Field, as well as any other Park Property, at any time and for any purpose whatsoever;

5. Association understands and agrees that City owns all Park Property that is in any way effected by this Agreement, and City's allowance of the designation and locking of any Championship Field in no way conveys to Association or any other party any right of ownership whatsoever in either said Championship Field or any other Park Property;

6. Association understands and agrees that the right to designate and lock any such Championship Field is temporary and subject to the discretion of the City Manager, and in any event shall terminate with the expiration of this Agreement unless terminated earlier by the City Manager at his sole discretion;

7. Association shall abide by all conditions and requirements as set out in this Agreement; and

8. Association understands and agrees that placement of any lock on any Park Property so as to exclude the public without the express written approval of the City Manager constitutes grounds for immediate termination of this Agreement.

E. Provide general field maintenance which will include:

1. Mowing of Racetrack area once a week during the growing season, adjustments may be made for BMX events;

2. Fertilizing in April and September with a third application if feasible as determined by City;

3. Filling significant holes in track areas;

4. Making major repairs to City-owned equipment and fixtures; and

5. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled BMX events, and electricity for scheduled practices.

H. Provide all maintenance for trees and shrubs surrounding Racetrack as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled BMX events and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of BMX events, Association shall furnish the Parks and Recreation Division of City a complete schedule of all BMX events and practices to occur during the season, including all races and special BMX events. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the BMX events.

E. Prepare racetracks prior to BMX events, including:

1. Marking any and all necessary lines on racetracks;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare BMX facility; and

4. Preparing racing surface for all BMX events.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the

subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, mowers, etc.).

M. Agree to pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by the Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and furnish to City labels and any application MSDS for fertilizer. Any fertilizer or other chemicals or treatment must be approved by City.

Q. Keep Park Property, parking lot, and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association shall be an independent contractor under this Agreement and shall assume all the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make

these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. If Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined single limit, per occurrence. This insurance shall protect City and Association against liability to any

employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the

policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

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ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING

REASONABLE ATTORNEY'S FEES.

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, 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 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 ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and

the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association will operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the

opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This contract shall be governed by, interpreted, enforced and construed under the

law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	West Texas BMX PO Box 9602 Midland, TX 79708

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

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and

this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that

Association shall have the right to control said Park Property during scheduled BMX events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION

MIGHT OTHERWISE BE ENTITLED.

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

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, ASSOCIATION HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S

EMPLOYEES, AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH ASSOCIATION HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY'S NEGLIGENCE.

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such

damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Director

WEST TEXAS BMX

By: Peggy Cox

Name: PEGGY COX

Title: PRESIDENT

THE STATE OF TEXAS '

'

COUNTY OF MIDLAND '

BEFORE ME, the undersigned authority, on this 29th day of July, 2024 personally appeared Peggy Cox 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 West Texas BMX.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of July, 2024.

Pam Scott-Rippe

Notary Public, State of Texas

PAM SCOTT RIPPE NOTARY PUBLIC STATE OF TEXAS ID. 132261070 EXP. 11-13-2027

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YMCA OF MIDLAND SPORTS AGREEMENT

This Agreement entered into and effective this 27th day of August, 2024, is by and between the City of Midland, Texas, a home rule municipal corporation ("City"), and YMCA of Midland ("Association").

PURPOSE

Association shall be the sponsoring organization responsible for administering Association's programs, special events, and other services related to flag football, kickball, and soccer activities for youth and adult participants at Hogan Park. Association shall have the right to collect fees and income generated by Association's activities. This Agreement does not preclude City or Association from soliciting and hosting national flag football events and collecting the proceeds therefrom. THIS AGREEMENT SHALL NOT BE EXECUTED BY ANY CITY PERSONNEL UNTIL THE COMMERCIAL GENERAL LIABILITY INSURANCE IS APPROVED BY THE CITY ATTORNEY'S OFFICE.

ARTICLE I - DEFINITIONS

A. **Park Property** - any property owned by the City of Midland and designated or deemed by City to be Park Property.

B. **Playing Field** - any single area of Park Property which has been improved in any way so as to facilitate the performance of the sport activity conducted by Association pursuant to this Agreement.

C. **City Manager** - the City Manager of the City of Midland, Texas.

D. **Director of Parks and Recreation** - the Director of Parks and Recreation for the City of

Midland, Texas.

ARTICLE II - DUTIES OF CITY

City agrees to perform the following:

A. Respond to calls for information concerning Association and make referrals to Association when necessary.

B. Meet with Association upon its request.

C. Review all requests for capital improvements which are made according to the procedures set out in this Agreement.

D. Allow Association nonexclusive use of Park Property for the sole purpose of conducting games and practice sessions.

E. Provide general field maintenance which will include:

1. Mowing of playing fields area once a week during the growing season, adjustments may be made for tournaments;
2. Fertilizing in April and September with a third application if feasible as determined by City;
3. Filling significant holes in fields;
4. Making major repairs to City-owned equipment and fixtures.

F. Repair and maintain bleachers, water fountains, irrigation systems, lighting, fencing, roadways and parking areas as applicable.

G. Provide water, electricity and sewer service for scheduled games, and electricity for scheduled practices taking place during the month preceding the start of the season.

H. Provide all maintenance for trees and shrubs surrounding playing field as applicable.

I. Respond to emergency maintenance requests on a priority basis as determined by City.

J. Apply fertilizer, herbicide, and seed purchased by Association and at Association's expense or oversee applications applied by Association's contractor. Any fertilizer or other chemicals or treatment must be approved by City.

K. Coordinate with Association regarding provision and permitting/licensing of vendors.

L. Allow Association first priority, as appropriate, in the scheduling of Association's scheduled games and practice sessions. Appropriateness will be determined by City.

ARTICLE III - DUTIES OF ASSOCIATION

Association agrees to perform the following:

A. Two (2) weeks prior to the start of youth sporting events, Association shall furnish the Parks and Recreation Division of City a complete schedule of all games and practices to be played during the season, including all tournaments and special games. Such schedule shall be supplemented if changes occur during the season, with the supplement submitted to City two working days prior to the effected event(s). Notwithstanding any contrary provision contained herein, nothing in this Agreement shall be interpreted as an authorization for Association to utilize City property/facilities at a specific time, on a specific date, or in accordance with the schedule referenced in this Section. Association hereby acknowledges and agrees that City's execution of this Agreement shall not be considered or interpreted as an authorization for Association to utilize City property/facilities at any specific time, on any particular date, or in accordance with the schedule referenced in this Section.

B. Furnish City a list showing the total number of individuals and/or teams registered with

Association at the end of each season.

C. Train all volunteers and assign volunteers to appropriate duties.

D. Recruit, pay, and schedule all referees, score keepers, and/or officials needed to conduct the games.

E. Prepare playing fields prior to games, including:

1. Marking any and all necessary lines on playing fields;

2. Providing any and all necessary markers; and

3. Providing personnel, equipment and materials necessary to prepare for youth sporting activities; and

4. Preparing playing field for all games.

F. If Association wishes to request that City make a capital improvement that exceeds a total cost of Five Thousand and No/100 Dollars ($5,000.00), Association shall submit (i) a written request on or before the 31st day of March during the term of this Agreement, and (ii) funding in an amount equal to fifty percent (50%) of the capital improvement cost. Upon City's receipt of said request, City may consider and evaluate the proposed capital improvement for potential funding based on the approved budget of City. Association acknowledges and agrees that City is under no obligation to consider or approve a capital improvement request submitted pursuant to this Section. Association further acknowledges and agrees that a decision to approve or fund a capital improvement request is in the sole and absolute discretion of City. Capital improvement requests submitted after the March 31 deadline shall not be considered by City.

G. Submit any other request to City in writing and no less than fifteen (15) days before the

subject of the request is needed. All such requests shall be subject to the approval of City and shall be responded to on a priority basis as determined by City.

H. Hold an annual meeting with the Recreation Manager, or his or her designee, to review this Agreement and to make any necessary changes or adjustments.

I. Appoint or elect one (1) officer of Association, known as the Facilities Director, who shall be responsible for all communications with the Parks and Recreation Division with regard to facility maintenance and special events.

J. Designate a Parks and Recreation Staff person to serve on Association's Board of Directors as a non-voting member known as the City Liaison.

K. Agree to explore increased participation that is representative of all socio-economic levels throughout the City of Midland.

L. Not allow any person under the age of seventeen (17) years to operate any power machinery on Park Property (e.g., all-terrain vehicles, golf carts, mowers, etc.).

M. Pay electrical costs for field light use at a rate of twenty-five dollars ($25.00) per hour for all unscheduled events or practices that are held after season starts.

N. Post an Association lightning policy on site at all locations and provide a lightning detector.

O. Pesticides and herbicides will be applied only by a licensed applicator which is licensed by The Texas Department of Agriculture. Further, Association will supply labels and MSDS to City three (3) working days prior to application. Pesticides, herbicides or other chemicals may not be applied upon Park Property without prior approval of City.

P. Notify City of intent to apply fertilizer three (3) working days prior to application and

furnish to City labels and any application MSDS for fertilizer. Any fertilizer or chemicals or treatment must be approved by City.

Q. Association agrees to keep Park Property, parking lot, and surrounding area clean and orderly by picking up trash after Association's events and shall store equipment after season ends.

R. Ensure that all vending operations are properly permitted by City.

S. Abide by all requirements and obligations as set out in this Agreement.

T. City reserves the right to declare the fields "unplayable" for games or practice due to wet or adverse weather conditions.

U. Pay to City a tournament fee in the amount of twenty-five dollars ($25.00) for each team that participates in a tournament, excluding any league playoffs and championships. Said fee shall be due and payable to the City of Midland no later than seven (7) days following the completion of the tournament.

V. If Association chooses to use outside food vendors in connection with any activity contemplated under this Agreement, Association shall obtain the permission and approval of City's Parks and Recreation Division no later than seventy-two (72) hours prior to the scheduled time of said activity. The decision whether to approve Association's use of an outside food vendor is in the sole and absolute discretion of City's Parks and Recreation Division.

W. Notwithstanding any contrary provision contained herein, Association acknowledges and agrees that it is expressly prohibited from administering or scheduling third-party use/access to Park Property and/or the Playing Field(s), or otherwise apportioning the use

of Park Property or the Playing Field(s) by third parties. Association shall have no right to administer, schedule, or apportion the use of Park Property and/or the Playing Field(s) by third parties under this Agreement. Association's administration, scheduling, or apportionment of the use of Park Property and/or the Playing Field(s) by third parties shall constitute a material breach of this Agreement, and City shall be entitled to immediately terminate this Agreement upon receiving notice of the same. City's termination of this Agreement pursuant to this Section shall become effective upon Association's receipt of City's written termination notice.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall extend from August 27, 2024, through December 31, 2024.

ARTICLE V - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Association shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Association 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 City and Association, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Association. No person performing any of the work and services described hereunder shall be considered an

officer, agent, servant or employee of 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. City does not have the right to control the means, methods, or details of Association's work. City does not have the power to direct the order in which Association's work should be done. Association 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. Association shall assume exclusive responsibility for the work. Association is entirely free to do the work in its own way.

ARTICLE VI - BOOKS AND RECORDS

If Association receives any money from City, Association shall keep records, including supporting documentation, of any expenditures made with this money. Association shall make these records and supporting documentation available for inspection and copying by City, its officers or authorized agents. Association shall keep these records and documentation for at least three (3) years.

ARTICLE VII – ANNUAL REPORTING

Association will provide City with an annual report by the 1st day of December, during the term of this Agreement, stating the number of teams and players which participated during the reporting year, gross receipts collected, and capital improvements completed.

ARTICLE VIII - INSURANCE

A. General Liability. At all times during the term of this Agreement, Association shall provide

and keep in force commercial general liability insurance covering Association which names City as an additional insured with Association. Said insurance shall protect City and Association against any and all liability for death, injury, loss or damage arising out of, or connected with the condition, occupation, or use of the premises by Association, its employees, agents, contractors, licensees, invitees, guests, participants, assigns or other persons admitted by Association to the premises. In the event that Association maintains equipment on City property beyond the term of this Agreement, the insurance must also cover Association and City throughout the entire period of time that Association maintains equipment on City property. This insurance shall be carried by one or more insurance companies duly authorized to transact business in Texas, selected by Association and approved by City and shall be paid for by Association. The insurance provided pursuant to this Section shall be in an amount not less than $1,000,000.00 combined-single limit, per occurrence. This insurance shall protect City and Association against liability to any employees or servants of Association and to any other person or persons whose property damage or personal injury arises out of or in connection with the occupation, use, or condition of the premises. The Commercial General Liability insurance shall be on a per occurrence basis and shall name City as an additional insured.

B. Certificates of Insurance. Association shall furnish City with certificates of all insurance required by this Agreement. Association shall provide City with insurance certificate prior to the execution of this Agreement, or City will lock facilities down and no events or practices will take place until insurance is provided to the City Secretary's office. Association agrees that if it does not keep this insurance in full force and effect as required by this Article, City may notify Association of this failure, and if Association does not

deliver City certificates showing all such insurance to be in full force and effect within ten (10) days after this notice, City may, at its option and with full disclosure to Association, take out and/or pay the premiums on the insurance needed to fulfill Association's obligations under the provisions of this Article. Upon demand from City, Association shall reimburse City the full amount of any insurance premiums paid by City pursuant to this paragraph. The parties agree that, prior to the execution of the Agreement, Association shall provide one or more certificates of insurance showing that the requirements of this article have been met, and specifically containing, without limitations, language similar to the following endorsement:

The City of Midland is included as an additional insured on all policies of insurance.

C. Notice. All insurance policies required by this Agreement must provide that City shall receive thirty (30) days' prior written notice before any change or cancellation of the policy.

D. Premises. For purposes of this Agreement, premises shall encompass all property used by Association to conduct its activities including, but not limited to, real property owned by City, including but not limited to all Park Property, and personal property owned by Association which is located on City property.

E. Certification. Association certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Association shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Association.

ARTICLE IX - INDEMNITY

ASSOCIATION SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'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 ASSOCIATION, ITS AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM ASSOCIATION'S USE OF, OR ACTIVITIES ON, THE AGREEMENT PREMISES, AND ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

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PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH ASSOCIATION OR ASSOCIATION'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 ASSOCIATION SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

ARTICLE X - NONDISCRIMINATION

Association, for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the premises; and (ii) in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, national origin, sexual orientation, religious affiliation or disability shall be excluded from participation in, denied the benefit of, or otherwise be subjected to discrimination.

ARTICLE XI - LAWS AND REGULATIONS

Association shall operate and maintain the premises in compliance with all federal, state and local laws and regulations including but not limited to regulations with respect to access to people with disabilities promulgated pursuant to the Americans with Disabilities Act. Association shall comply with all ordinances of the City of Midland applicable to the premises. Association shall comply with all orders and requirements imposed by the health, sanitation and police

departments, for the correction, prevention and abatement of nuisances in, upon, or connected with the premises during the term of this Agreement. City makes no delegation of nor diminishment of its police powers pursuant to this Agreement.

ARTICLE XII – ASSIGNMENT

Association 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 City. The issue on whether to grant consent to an assignment is in the sole discretion of City.

ARTICLE XIII - TERMINATION

A. Default. Should either party default in the performance of any provision of this Agreement, and not correct the default within thirty (30) days after receipt of written notice from non-defaulting party, the non-defaulting party may declare this Agreement, and all rights and interests created by it, to be terminated. Upon non-defaulting party's electing to terminate, this Agreement shall cease and come to an end. Non-defaulting party may, in its discretion, allow defaulting party more than thirty (30) days to cure defaults if such time is, in the opinion of non-defaulting party, reasonably necessary.

B. No Cause. City may terminate this Agreement at will for no or any reason upon giving at least sixty (60) days' written notice to Association. The parties to this Agreement understand and agree that it is in City's sole discretion to cancel the Agreement during the term of the Agreement without penalty to City. Association has no expectation and has received no guarantees that the Agreement will not be terminated before the end of the Agreement term. The parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during the term of the

Agreement. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

C. Removal of Equipment. Upon termination of this Agreement, Association shall have thirty (30) days to remove from City property all personal property owned by Association.

ARTICLE XIV - GENERAL PROVISIONS

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

B. Governing Law and Venue. 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. This Agreement shall be governed by, interpreted, enforced and construed under the law 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official

depository under the care and custody of the United States Postal Service addressed as follows:

If to City:	City of Midland P.O. Box 1152 Midland, Texas 79702 Attention: City Manager
with copies to:	City Attorney and Director of Parks and Recreation and Recreation Manager at the same address
If to Association:	YMCA of Midland 800 N. Big Spring Street Midland, Texas 79701

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

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

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

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

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

H. Force Majeure. If either party is prohibited from performing its obligations under this Agreement due to war, civil commotion, act of God, governmental restrictions, regulations, fire, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited.

I. Ownership. Association understands and agrees that ownership of said Park Property remains with City throughout the term of this Agreement, that initiation of this Agreement conveys absolutely no right of ownership whatsoever to Association, and that Association does not have the right to exclude members of the public from Park Property other than by locking the designated Championship Field(s). Regardless of the designation and/or locking of any Championship Field(s), Association shall not have the authority to evict, or to cause to be evicted, members of the public from any Championship Field(s) or any other Park Property. Any provisions in the Agreement which may appear to give Association any right of control or ownership of said Park Property shall be deemed to mean that Association shall have the right to control said Park Property during scheduled flag football events and practice sessions only.

ARTICLE XV - SCHEDULING CONFLICTS

In the event of any conflict of scheduling of events, Association agrees to work with all parties in a spirit of mutual cooperation. In the event any conflict cannot be so resolved, the Director of Parks and Recreation or her designee, shall make a final determination of scheduling and Association agrees to be bound by that determination.

ARTICLE XVI - ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, ASSOCIATION 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 OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. ASSOCIATION SPECIFICALLY AGREES THAT IF ASSOCIATION 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, ASSOCIATION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH ASSOCIATION MIGHT OTHERWISE BE ENTITLED.

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

GOVERNMENTAL IMMUNITY.

ASSOCIATION IS RELYING ON ITS OWN JUDGMENT REGARDING THE EXECUTION OF THIS AGREEMENT. ASSOCIATION HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE XVII - GOVERNMENTAL IMMUNITY

By executing this Agreement, City is not waiving its governmental immunity and retains all immunity from suit. City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XVIII - NO THIRD-PARTY BENEFICIARIES

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

ARTICLE XIX - RELEASE

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

ARTICLE XX - CONSIDERATION

City and Association agree that this Agreement is supported by and has good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged by City and Association.

ARTICLE XXI - NOTICE OF ALLEGED BREACH STATUTORY PREREQUISITES

As a prerequisite for Association filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Association 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 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 Association will settle, the physical and mailing addresses of Association at the time and date the claim was presented and the physical and mailing addresses of Association for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Association 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 City from any liability whatsoever. City is under no obligation to provide notice to Association that Association'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 Chapter 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Association's failure to comply with the

requirements herein shall perpetually bar Association'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.

[Signature Pages Follow]

IN WITNESS HEREOF, the parties hereto have executed this Agreement to be effective the day and year set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

Marcia Bentley-German, City Secretary

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Laurie Williams, Parks and Recreation Services Director

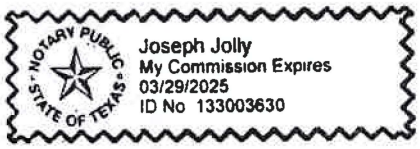
[Signature Page Follows]

YMCA OF MIDLAND

By: _____

Name: Madeline Nygaard

Title: Sports Director



THE STATE OF TEXAS '

'

COUNTY OF MIDLAND '

BEFORE ME, the undersigned authority, on this 1 day of August personally appeared Madeline Nygaard 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 YMCA of Midland.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of August, 2024.

_____

Notary Public, State of Texas

City Council Meeting

Item Number: 18

Meeting Date: August 27, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (24-329-012) BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C.; REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 19, BLOCK 36, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS. (DISTRICT: NONE) (UTILITIES) (STRONG ECONOMY WITH MORE QUALITY JOBS)

Purpose:

This ROW License will replace License # 2014-387 effective October 22, 2014, which granted a 30’ wide right of way to Atlas Pipeline Mid-Continent Westex L.L.C now known as Targa Pipeline Mid-Continent WesTex LLC. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline. This Right-of-Way License is proposed for a single ten (10) year period paid in advance. Terms are consistent with the City’s standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

ten-year term paid in advance

16” pipeline renewal ($170.00 per rod x 353.93 rods) $60,168.10

Total Collected: $61,168.10

Strategic Priority:

(Strong Economy with More Quality Jobs)

Discussion:

This private-use, poly-construction gas line is sixteen inches (16) in diameter and buried thirty-six inches (36) deep. It does not interfere with the Sprayberry Farm operations in this area. Attached plat is the “As Built” survey of the existing pipeline. Annual fees are up to date.

Certificates of Insurance (COI) with the City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland have been collected and are on file.

City Secretary to record completed License Agreement.

City Manager’s Office

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0034878

DATE: August 7, 2024

AMOUNT: $60,168.10

PAY Sixty Thousand One Hundred Sixty-Eight Dollars & 10/100********** DOLLARS

Security Features Included. Details On Back

TO THE ORDER OF City of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE MP

JUSTIN WENGER
PRINTED NAME MP

⑈0034878⑈ ⑆071000013⑆ 632558805⑈

TAXPAYER ID/SSN NO. 0034878

IN FULL FOR Consideration for the renewal of a pipeline easement and all damages associated with said easement located in Section 19 Block 36, T-3-S, T&P RR Co. Survey, Midland County, Texas.

License Fee = $60,168.10

~~PIPE ID WTX-GD-EXT2~~

~~COM License 2014-387 renewal / 24-329-012~~

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 552004 RC 535502 LOC 20001

PROJECT NO _____ TASK 1004 - Land-ROW/Easement

PROJECT NAME COM renewal 2014-387 / 24-329-012

PACKET 18.3 August 27, 2024

ENTERED THE ONE NET _____ DATE _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 500 Dallas St., Suite 1500 Houston, TX 77002 CN101831123--3-23-24	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Targa Delaware LLC 811 Louisiana Street, Suite 2100 Houston, TX 77002	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Associated Electric & Gas Ins Services Ltd — 3190004 **INSURER B :** ACE American Insurance Company — 22667 **INSURER C :** ACE Property & Casualty Insurance Company — 20699 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** HOU-004097552-01 **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	YX0321903P	10/31/2023	10/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	See Next Page See Next Page See Next Page See Next Page See Next Page See Next Page
B	**AUTOMOBILE LIABILITY** X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		X	ISAH10752358	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** ☐ OCCUR **EXCESS LIAB** X CLAIMS-MADE ☐ DED X RETENTION $ 1,000,000			XOC G28178281 008	10/31/2023	10/31/2024	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WLRC50724244	10/31/2023	10/31/2024	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Right Of Way License.

City of Midland is included as additional insured where required by written contract with respect to General Liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Midland
P.O. Box 1152
Midland, TX 79702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Targa Delaware LLC 811 Louisiana Street, Suite 2100 Houston, TX 77002
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

As Respects General Liability:

A. Limit of Liability Each Occurrence:
1. $1,000,000*
2. $2,000,000 General Aggregate

B. Joint Venture Limit of Liability Each Occurrence:
Per Limit of Liability Section (3)
$1,000,000*

C. Combined Products Liability and Completed Operations Liability
Aggregate Limit of Liability for the Policy Period:
$2,000,000*

D. Failure to Supply Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

E. Pollution Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

F. Medical Malpractice Injury Limit of Liability Each Occurrence:
$1,000,000*

G. Wildfire Liability Aggregate Limit of Liability for the Policy Period:
$1,000,000*

*Subject to the $2,000,000 General Aggregate

As Respects General Liability:
Indemnity and Defense Costs are included in the Limits of Liability.

As Respects General Liability:
Policy does not contain an exclusion applicable to construction or demolition work within 50 feet of a railroad.

As Respects General Liability:
Policy does not contain exclusion for explosion, collapse or underground property damage hazards.

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RIGHT OF WAY LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

Date:	August 28, 2024
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Tommy Gonzalez, City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	**Targa Pipeline Mid-Continent WestTex LLC**
Licensee's Representative:	**Norman L. Winter**
Licensee's Mailing Address:	811 Louisiana St., Suite 2100 Houston, Texas 77002
Property:	As described in Article III below
License Number:	**24-329-012**

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Term. This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

II. Financial Consideration

A. License Fee. A license fee in the amount of SIXTY THOUSAND ONE HUNDRED SIXTY-EIGHT and 10/100 Dollars ($60,168.10) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

B. Application Fee. On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

C. Delivery of Payment. Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

D. Late Payment. Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the locations with operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a poly construction pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of natural gas and to have the right of ingress and egress at convenient points for such purpose (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

B. Road Repair. Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

D. Pipeline Depth. Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

J. Gates and Fences. Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any portion of the Property and the surface, subsurface or airspace on, below or above the Property for

any purpose.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License 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:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee 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 $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER

AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.

WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, 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 ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.

WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN

CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.

THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.

C. Assignment. The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the 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 Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License 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. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, 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, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH

PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payments made pursuant to this License 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 License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced 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, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS LICENSE, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, AND LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE 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 LICENSOR'S NEGLIGENCE.

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

I. Third-Party Beneficiary. Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third-party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) 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 Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six

(6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor 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, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has

contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

P. Waiver. No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

Q. Counterpart Execution. This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

R. No Release of Liability. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

S. Entire Agreement. This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

[Signature Pages Follow]

LICENSOR:
CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
TARGA PIPELINE MID-CONTINENT WESTTEX LLC

By: _____
Printed Name: Norman L. Winter
Title: VP of Land and ROW

THE STATE OF Texas §
§
COUNTY OF Harris §

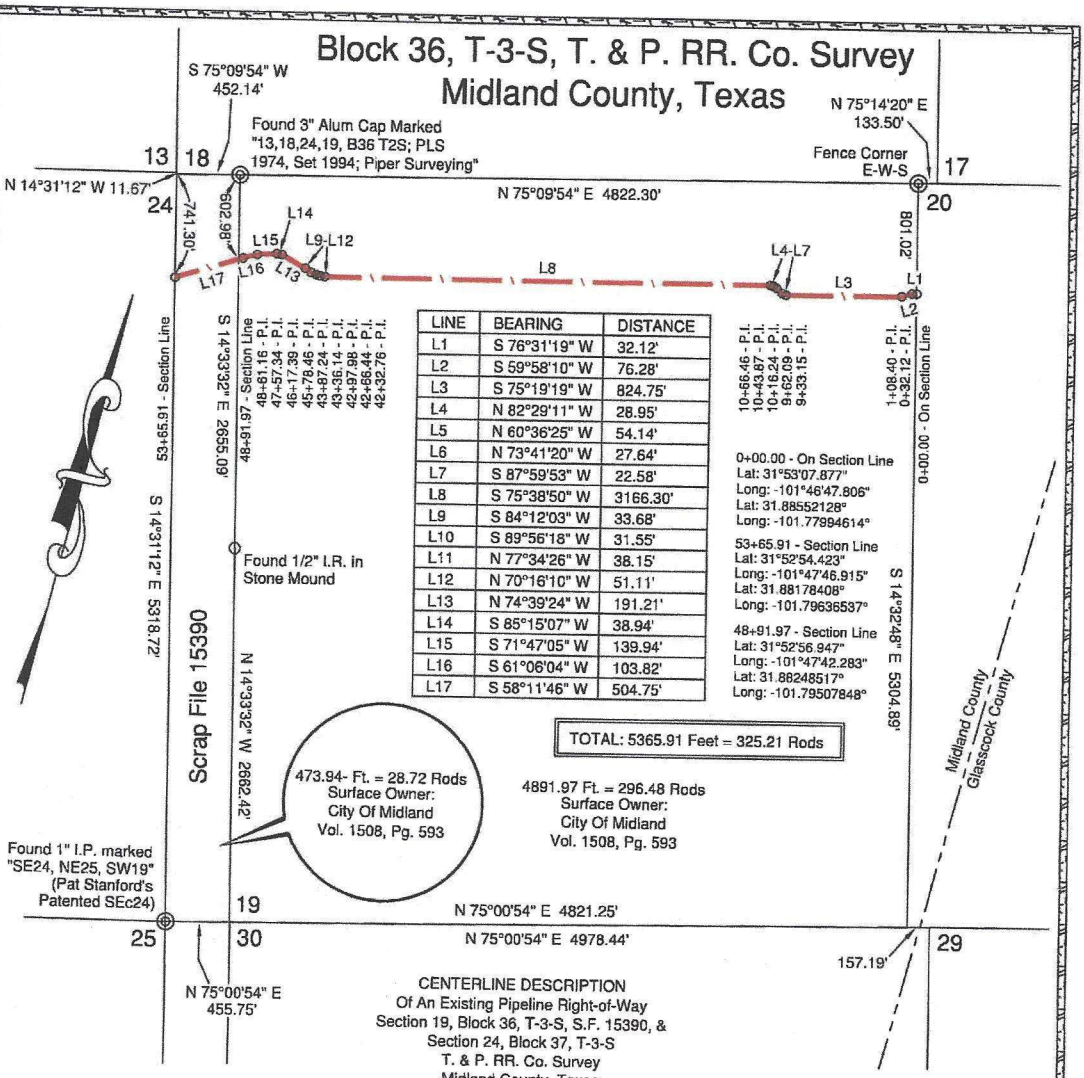
BEFORE ME, the undersigned authority, on this 5th day of August, 2024 personally appeared Norman L. Winter an officer of Targa Pipeline Mid-Continent WestTex LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of August, 2024.

_____
Notary Public, State of TX

JESICA ANDERSON
Notary Public, State of Texas
Comm. Expires 03-20-2027
Notary ID 131940177

Block 36, T-3-S, T. & P. RR. Co. Survey
Midland County, Texas



LINE	BEARING	DISTANCE
L1	S 76°31'19" W	32.12'
L2	S 59°58'10" W	76.28'
L3	S 75°19'19" W	824.75'
L4	N 82°29'11" W	28.95'
L5	N 60°36'25" W	54.14'
L6	N 73°41'20" W	27.64'
L7	S 87°59'53" W	22.58'
L8	S 75°38'50" W	3166.30'
L9	S 84°12'03" W	33.68'
L10	S 89°56'18" W	31.55'
L11	N 77°34'26" W	38.15'
L12	N 70°16'10" W	51.11'
L13	N 74°39'24" W	191.21'
L14	S 85°15'07" W	38.94'
L15	S 71°47'05" W	139.94'
L16	S 61°06'04" W	103.82'
L17	S 58°11'46" W	504.75'

0+00.00 - On Section Line
Lat: 31°53'07.877"
Long: -101°46'47.806"
Lat: 31.88552128°
Long: -101.77994614°

53+65.91 - Section Line
Lat: 31°52'54.423"
Long: -101°47'46.915"
Lat: 31.88178408°
Long: -101.79636537°

48+91.97 - Section Line
Lat: 31°52'56.947"
Long: -101°47'42.283"
Lat: 31.88248517°
Long: -101.79507848°

TOTAL: 5365.91 Feet = 325.21 Rods

CENTERLINE DESCRIPTION
Of An Existing Pipeline Right-of-Way
Section 19, Block 36, T-3-S, S.F. 15390, &
Section 24, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 0+00.00 on the centerline of this existing pipeline in the East line of Section 19, Block 36, T-3-S, T. & P. RR. Co. Survey from which a fence corner found for the Northeast corner of said Section 19 bears N 14°32'48" W, 801.02 feet;

Thence with the meanders of the centerline as follows; S 76°31'19" W, 32.12 feet to P.I. 0+32.12; S 59°58'10" W, 76.28 feet to P.I. 1+08.40; S 75°19'19" W, 824.75 feet to P.I. 9+33.15; N 82°29'11" W, 54.14 feet to P.I. 9+62.09; N 60°36'25" W, 54.14 feet to P.I. 10+16.24; N 73°41'20" W, 27.64 feet to P.I. 10+43.87; S 87°59'53" W, 22.58 feet to P.I. 10+66.46; S 75°38'50" W, 3166.30 feet to P.I. 42+32.76; S 84°12'03" W, 33.68 feet to P.I. 42+66.44; S 89°56'18" W, 31.55 feet to P.I. 42+97.98; N 77°34'26" W, 38.15 feet to P.I. 43+36.14; N 70°16'10" W, 51.11 feet to P.I. 43+87.24; N 74°39'24" W, 191.21 feet to P.I. 45+78.46; S 85°15'07" W, 38.94 feet to P.I. 46+17.39; S 71°47'05" W, 139.94 feet to P.I. 47+57.34; S 61°06'04" W, 103.82 feet to P.I. 48+61.16;

Thence S 58°11'46" W, at 30.81 feet pass the West line of Section 19, and East line of S.F. 15390 from which a 3" Aluminum Cap found for the Northwest corner of Section 19 bears N 14°33'32" W, 602.98 feet, then continuing on same course for a total distance of at 504.75 feet to the West line of S.F. 15390, and the East line of Section 24 for the end of this existing pipeline from which a point for the Northeast corner of Section 24 bears N 14°31'12" W, 741.30 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
Latitudes and Longitudes shown are on NAD'83 Datum.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

May 17, 2024
240517B1-SPM

Proposed Pipeline Plat

TARGA MID-CONTINENT WEST TEX, LLC.
COM RENEWAL 2014-387
PO# TAR354187
Survey Of An Existing Pipeline
In And Through
Section 19, Block 36, T-3-S, &
Scrap File 15390
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'

P.O. Box 51837, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 TBPLS Firm #100201-00

City Council Meeting

Item Number: 19

Meeting Date: August 27, 2024

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: **RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY (1) TO CONVEY TO THE STATE OF TEXAS (THE "STATE") A DRAINAGE EASEMENT IN, ALONG, UPON AND ACROSS A 0.1676-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, AND SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, AND A 0.3208-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND (2) TO CONVEY TO THE STATE A 0.6887-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, AND A 0.0850-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER'S OFFICE TO ACCEPT, ON BEHALF OF THE CITY, CONSIDERATION FOR THE CONVEYANCES TOTALING $174,985.00; SAID CONVEYANCES BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG OR NEAR INTERSTATE 20 (DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)**

Purpose:

These Deeds and Drainage Easement will allow the Texas Department of Transportation (TxDOT), to construct, relocate, replace, repair, improve, operation, and maintenance of storm drain improvements on the properties in relation to portions of Interstate Highway 20. Drainage Easement is on a .1676 acre (7,301 square feet) portion and a .3208 acre (13,975 square feet) of a 320-acre parcel the City of Midland acquired August 7, 1951, and recorded in Volume 148, Page 602 in the Midland County records and located in Sections 5 and 44. Deed Number One is a .6887 acre (30,000 square feet) portion of a 257.37-acre parcel the City acquired on February 11, 2004, for the Sewer Treatment Plant and recorded in Volume 2308,

Page 3. Deed Number Two is a .0850 acre (3,704 square feet) portion of a 4.29-acre tract parcel the City acquired for drainage purposes and recorded as Instrument Number 2018-33201 in the Midland County Records office.

Recommended City Council Action:

Approve

Fiscal Impact:

Total Drainage Easement consideration as per TxDOT appraisal: $29,025.00

Deed Number One consideration as per TxDOT appraisal: $144,960.00

Deed Number Two consideration as per TxDOT appraisal: $1,000.00

Total Consideration to the City of Midland: $174,985.00

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

These properties are needed by TxDOT for Drainage purposes for the ongoing Interstate 20 work. Acquisitions were initiated by Letter dated June 3, 2024, by TxDOT contractor CobbFendly and complies with the guidance outlined in the Texas Property Code, Title 4, Chapter 21 and the TxDOT " ROW Appraisal and Review Manual" and dated September 7, 2022. Easement and Deeds are all prepared by TxDOT.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR ASSISTANT CITY MANAGER (COLLECTIVELY, THE "CITY MANAGER'S OFFICE") TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY (1) TO CONVEY TO THE STATE OF TEXAS (THE "STATE") A DRAINAGE EASEMENT IN, ALONG, UPON AND ACROSS A 0.1676-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, AND SECTION 44, BLOCK 38, T-1-S, T&P RR CO. SURVEY, AND A 0.3208-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AND (2) TO CONVEY TO THE STATE A 0.6887-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK 38, T-2-S, T&P RR CO. SURVEY, AND A 0.0850-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER'S OFFICE TO ACCEPT, ON BEHALF OF THE CITY, CONSIDERATION FOR THE CONVEYANCES TOTALING $174,985.00; SAID CONVEYANCES BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE AND BEING FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING PUBLIC IMPROVEMENTS ALONG OR NEAR INTERSTATE 20

WHEREAS, the City of Midland owns a 0.1676-acre tract of land out of Section 5, Block 38, T-2-S, and Section 44, Block 38, T-1-S, T&P RR Co. Survey, and a 0.3208-acre tract of land out of Section 5, Block 38, T-2-S, T&P RR Co. Survey, Midland County, Texas, Midland County, Texas (collectively, the "Easement Property"), said Easement Property being more fully described in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, the City of Midland owns a 0.6887-acre tract of land out of Section 5, Block 38, T-2-S, T&P RR Co. Survey, and a 0.0850-acre tract of land out of Section 1, Block 39, T-2-S, T&P RR Co. Survey, Midland County, Texas (the "Land"), said Land being more fully described in Exhibits "B" and "C", which are attached hereto and incorporated herein; and

WHEREAS, the State of Texas, acting by and through the Texas Transportation Commission (the "State"), has notified the City that the Easement Property and the Land are

needed for proposed improvements along or near Interstate 20, and the State has proposed to pay the City the following amounts as consideration (collectively, the "Consideration"): $29,025.00 for the Easement Property; $144,960.00 for the portion of the Land described in Exhibit "B"; and $1,000.00 for the portion of the Land described in Exhibit "C"; and

WHEREAS, Section 203.055 of the Texas Transportation Code authorizes the City, without advertisement, to convey title to or rights or easements in real property that the State needs for highway purposes; and

WHEREAS, the Council finds it to be in the public interest to convey a drainage easement (the "Easement") in, along, upon and across the Easement Property to the State; and

WHEREAS, the Council finds it to be in the public interest to convey the Land to the State;

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

THAT the City Manager, Deputy City Manager, or an Assistant City Manager is hereby authorized and directed to execute all agreements and documents and take all actions necessary to convey the Easement and the Land to the State and to accept, on behalf of the City, the Consideration for said conveyances.

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., 2024, 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, Director of Engineering Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT A

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Texas Department of Transportation
Form ROW-N-31
(Rev. 07/11)

DRAINAGE EASEMENT FOR HIGHWAY PURPOSES

THE STATE OF TEXAS § **ROW CSJ:** 0005-15-095
§
COUNTY OF MIDLAND § **KNOW ALL MEN BY THESE PRESENTS:**

That, City of Midland of the County of Midland, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWENTY-NINE THOUSAND TWENTY-FIVE AND 00/100 Dollars ($29,025.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of Midland, State of Texas, which is more particularly described in Exhibit "A" and Exhibit "B", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit "A" and Exhibit "B" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit "A" and Exhibit "B"; SAVE and EXCEPT, NONE.

HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the aforesaid property, to wit: NONE.

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the State.

TO HAVE AND TO HOLD the premises described in Exhibit "A" and Exhibit "B" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

GRANTOR: **City of Midland**

By: _____

Printed Name: _____

Title: _____

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____,

by _____, as_____

of City of Midland, on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00056452.001 Easement
STA. 510+35.18 TO STA. 511+05.62
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022

Description for Parcel P00056452.001 Easement

A description of a 7,301 square feet (or 0.1676 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156 and in Section 44, Block 38, Township 1 South in the T&P RR Company Survey, Abstract No. 1201, Midland County, Texas, and being a remainder of a called 320 acre tract of land described in Warranty Deed recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, said 7,301 square feet (or 0.1676 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TXDOT concrete monument found (controlling monument & record monument) on the existing south right-of-way line of Farm Road 307 (a variable width right-of-way), conveyed to the State of Texas, as recorded in Volume 93, Page 520, Deed Records, Midland County, Texas, said TXDOT concrete monument being the common corner of a called 3.316 acre tract conveyed to the State of Texas, as recorded in Volume 519, Page 39, Deed Records, Midland County, Texas, and being on the north line of said remainder of 320 acre tract, said TXDOT concrete monument having a surface coordinate of N: 10,694,947.16, E: 1,774,526.78 and being 392.01 feet left of and at a right angle to approved schematic baseline station 508+18.42, from which a TXDOT concrete monument found (controlling monument & record monument) bears along a non-tangent curve to the left having a radius of 5,789.58 feet, through a central angle of 10° 30' 28", an arc distance of 1,061.79 feet, and a long chord which bears North 80° 52' 28" East, a distance of 1,060.31 feet;

THENCE, South 75° 10' 51" West, coincident with the common line of said remainder of 320 acre tract and said south right-of-way line of Farm Road 307, a distance of 250.75 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING**, said 5/8-inch iron rod being the northeast corner of herein described Parcel P00056452.001 having a surface coordinate of N: 10,694,883.03, E: 1,774,284.37 and being 265.95 feet left of and at a right angle to approved schematic baseline station 510+35.18;**

THENCE, departing said common line, over and across said remainder of 320 acre tract the following three (3) courses and distances:

1. South 28° 06' 01" East, a distance of 114.89 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southeast corner of the herein described Parcel P00056452.001 and being 375.87 feet left of and at a right angle to approved schematic baseline station 510+68.58;**

2. South 44° 59' 53" West, a distance of 36.38 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set in the northeast line of a called 1.056 acre easement conveyed to the State of Texas, as recorded in Volume 442, Page 1, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the southwest corner of herein described Parcel P00056452.001 and being 375.87 feet left of and at a right angle to approved schematic baseline station 511+04.96, from which a 3/8-inch iron rod found for the most westerly ell corner of said 320 acre tract coincident with the east line of a called 257.37 acre tract of land described as tract three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, bears South 06° 16' 36" West, a distance of 2,702.41 feet;**

Description for Parcel P00056452.001 Easement

3. North 45° 15' 09" West, along the northeast line of said easement, a distance of 150.90 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set in the existing south right-of-way line of said Farm Road 307, said 5/8 inch iron rod being the northwest corner of the herein described Parcel P00056452.001 and being 224.98 feet left of and at a right angle to approved schematic baseline station 511+05.62;**

4. **THENCE**, North 75° 10' 51" East, coincident with the north line of said remainder of 320 acre tract and said existing south right-of-way line of Farm Road 307, a distance of 81.49 feet to the **POINT OF BEGINNING** and containing 7,301 square feet (or 0.1676 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

November 18, 2022



EXHIBIT "A"

SHEET 3 OF 4

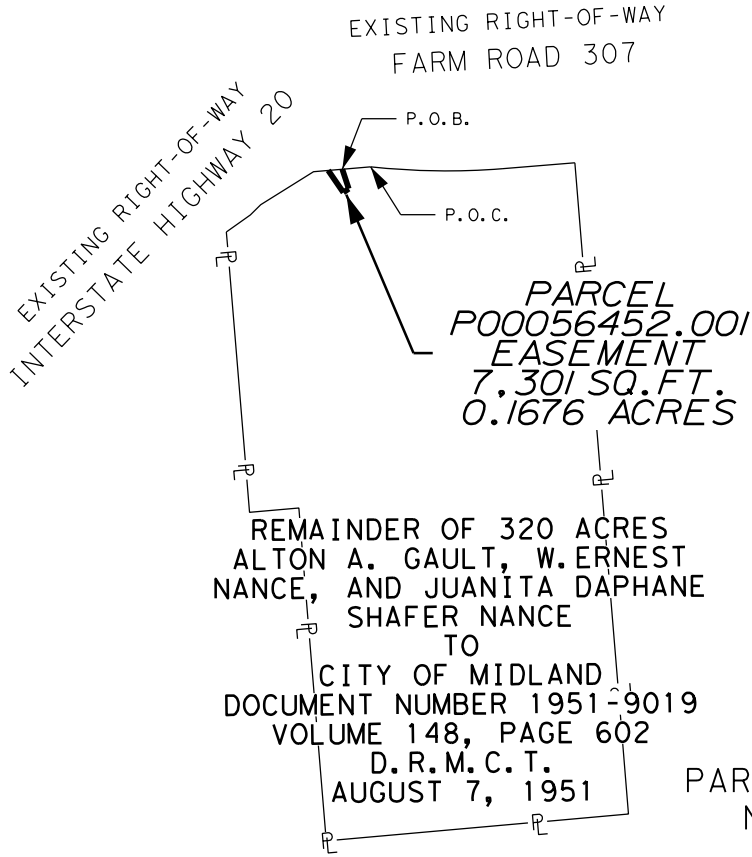
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE (PL)
SURVEY LINE (SL)
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING (CALC)	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
318.5941	0.1676	318.4265	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

11/18/22

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs
1999 BRYAN STREET, SUITE 1200
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

A PLAT OF A SURVEY OF
PARCEL P00056452.001 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 7,301 SQ.FT. (OR 0.1676 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156 AND
IN SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 1201
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

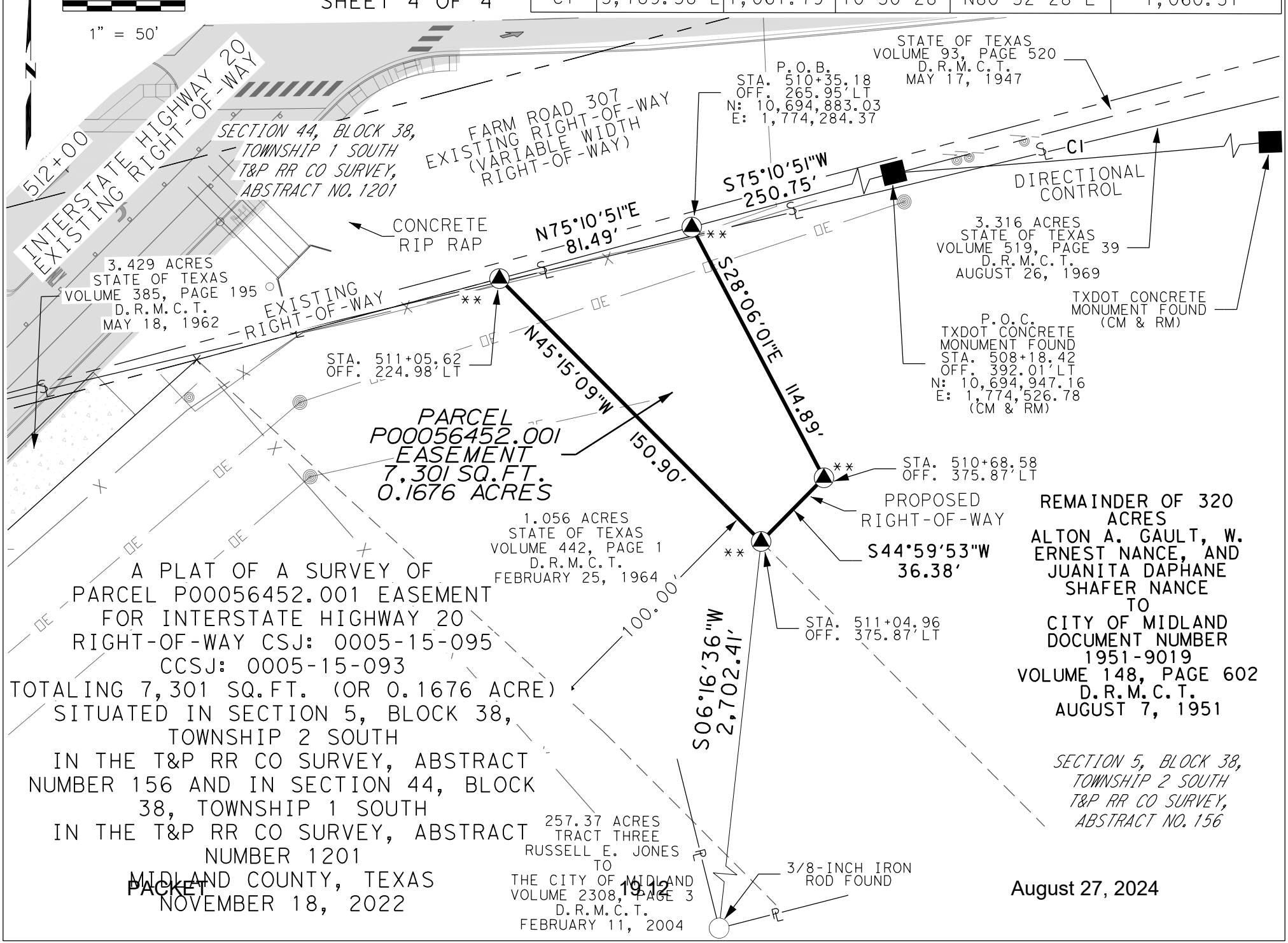
I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.001 (EASEMENT)\WJXN2120 P00056452_001.dgn 11/20/2022 11:55:27 AM

LeeBM

GRAPHIC SCALE
0 50
1" = 50'

EXHIBIT "A"
SHEET 4 OF 4

CURVE	RADIUS	LENGTH	DELTA	CHD. BEARING	CHD. DISTANCE
C1	5,789.58 L	1,061.79'	10°30'28"	N80°52'28"E	1,060.31'



A PLAT OF A SURVEY OF
PARCEL P00056452.001 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 7,301 SQ.FT. (OR 0.1676 ACRE)
SITUATED IN SECTION 5, BLOCK 38,
TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT
NUMBER 156 AND IN SECTION 44, BLOCK
38, TOWNSHIP 1 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT
NUMBER 1201
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

PACKET 19 12

August 27, 2024

LeeBM

EXHIBIT "B"

County: Midland
Highway: Interstate Highway 20
Parcel P00056452.002 Easement November 18, 2022
STA. 512+05.37 TO STA. 513+50.29
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

Description for Parcel P00056452.002 Easement

A description of a 13,975 square feet (or 0.3208 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156, Midland County, Texas, and being a remainder of a called 320 acre tract of land described in Warranty Deed recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, said 13,975 square feet (or 0.3208 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TXDOT concrete monument found (controlling monument & record monument) on the existing south right-of-way line of Farm Road 307 (a variable width right-of-way), conveyed to the State of Texas, as recorded in Volume 93, Page 520, Deed Records, Midland County, Texas, said TXDOT concrete monument being the common corner of a called 3.316 acre tract conveyed to the State of Texas, as recorded in Volume 519, Page 39, Deed Records, Midland County, Texas, and being on the north line of said remainder of said called 320 acre tract, said TXDOT concrete monument found having a surface coordinate of N: 10,694,947.16, E: 1,774,526.78 and being 392.01 feet left of and at a right angle to approved schematic baseline station 508+18.42, from which a TXDOT concrete monument found (controlling monument & record monument) bears along a non-tangent curve to the left having a radius of 5,789.58 feet, through a central angle of 10° 30' 28", an arc distance of 1,061.79 feet, and a long chord which bears North 80° 52' 28" East, a distance of 1,060.31 feet;

THENCE, South 75° 10' 51" West, coincident with the common line of said remainder of 320 acre tract and said south right-of-way line to Farm Road 307, a distance of 460.48 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING** at the northwest corner of a called 1.056 acre easement conveyed to the State of Texas, as recorded in Volume 442, Page 1, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the northeast corner of herein described Parcel P00056452.002 having a surface coordinate of N: 10,694,829.38, E: 1,774,081.61 and being 160.50 feet left of and at a right angle to approved schematic baseline station 512+16.47;**

THENCE, departing said common line, over and across said remainder of 320 acre tract the following five (5) courses and distances:

1. South 47° 57' 09" East, along the southwest line of said easement, a distance of 215.66 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southeast corner of the herein described Parcel P00056452.002 and being 375.87 feet left of and at a right angle to approved schematic baseline station 512+05.37;**

2. South 44° 59' 53" West, a distance of 68.21 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southwest corner of herein described Parcel P00056452.002 and being 375.88 feet left of and at a right angle to approved schematic baseline station 512+73.58, from which a 3/8-inch iron rod found for the most westerly ell corner of said remainder of 320 acre tract coincident with the east line of a called 257.37 acre tract of land described as tract three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, bears South 03° 55' 38" West, a distance of 2,573.02 feet;**

3. North 45° 00' 07" West, a distance of 213.75 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for corner, said 5/8-inch iron rod being 162.12 feet left of and at a right angle to approved schematic baseline station 512+73.58;**

4. South 48° 23' 54" West, a distance of 76.85 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for corner, said 5/8-inch iron rod being 157.56 feet left of and at a right angle to approved schematic baseline station 513+50.29;**

Description for Parcel P00056452.002 Easement

5. North 41° 36' 06" West, a distance of 5.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set on the common line of said remainder of 320 acre tract and the existing south right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 3.429 acre tract conveyed to the State of Texas, as recorded in Volume 385, Page 195, Deed Records, Midland County, Texas, said 5/8 inch iron rod being the northwest corner of the herein described Parcel P00056452.002 and being 152.57 feet left of and at a right angle to approved schematic baseline station 513+49.99;**

6. **THENCE**, North 48° 23' 54" East, coincident with the common line of said remainder of 320 acre tract and said existing south right-of-way line of Interstate Highway 20, a distance of 133.76 feet to the **POINT OF BEGINNING** and containing 13,975 square feet (or 0.3208 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790

Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

November 18, 2022



EXHIBIT "B"

SHEET 3 OF 4

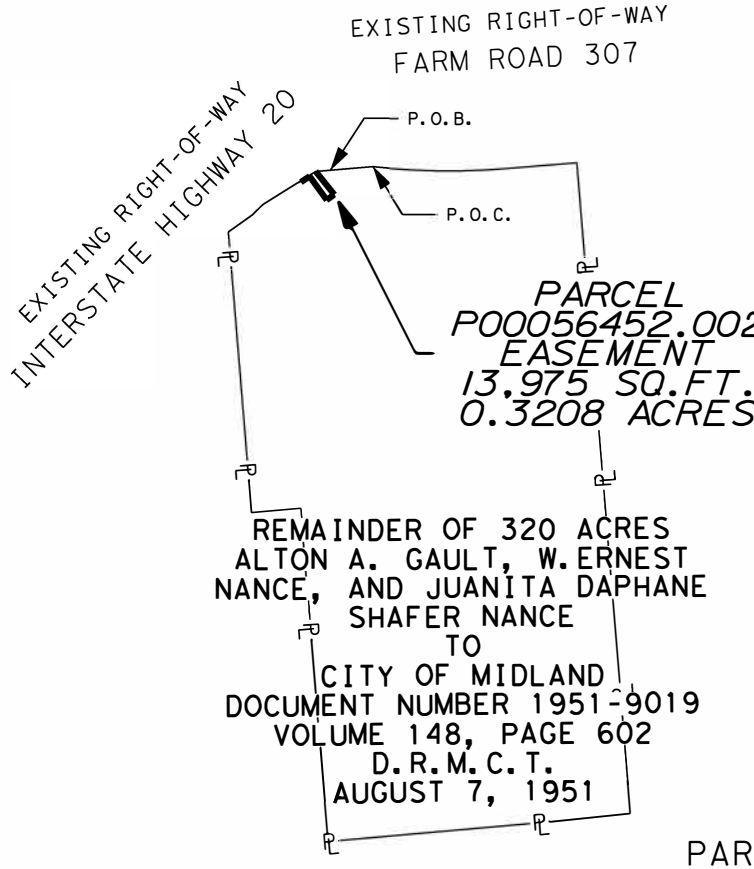
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE (PL)
SURVEY LINE (SL)
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING (CALC)	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
318.5941	0.3208	318.2733	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

11/18/22

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs

1999 BRYAN STREET, SUITE 1200
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

A PLAT OF A SURVEY OF
PARCEL P00056452.002 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 13,975 SQ.FT. (OR 0.3208 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

PACKET 19.15 August 27, 2024

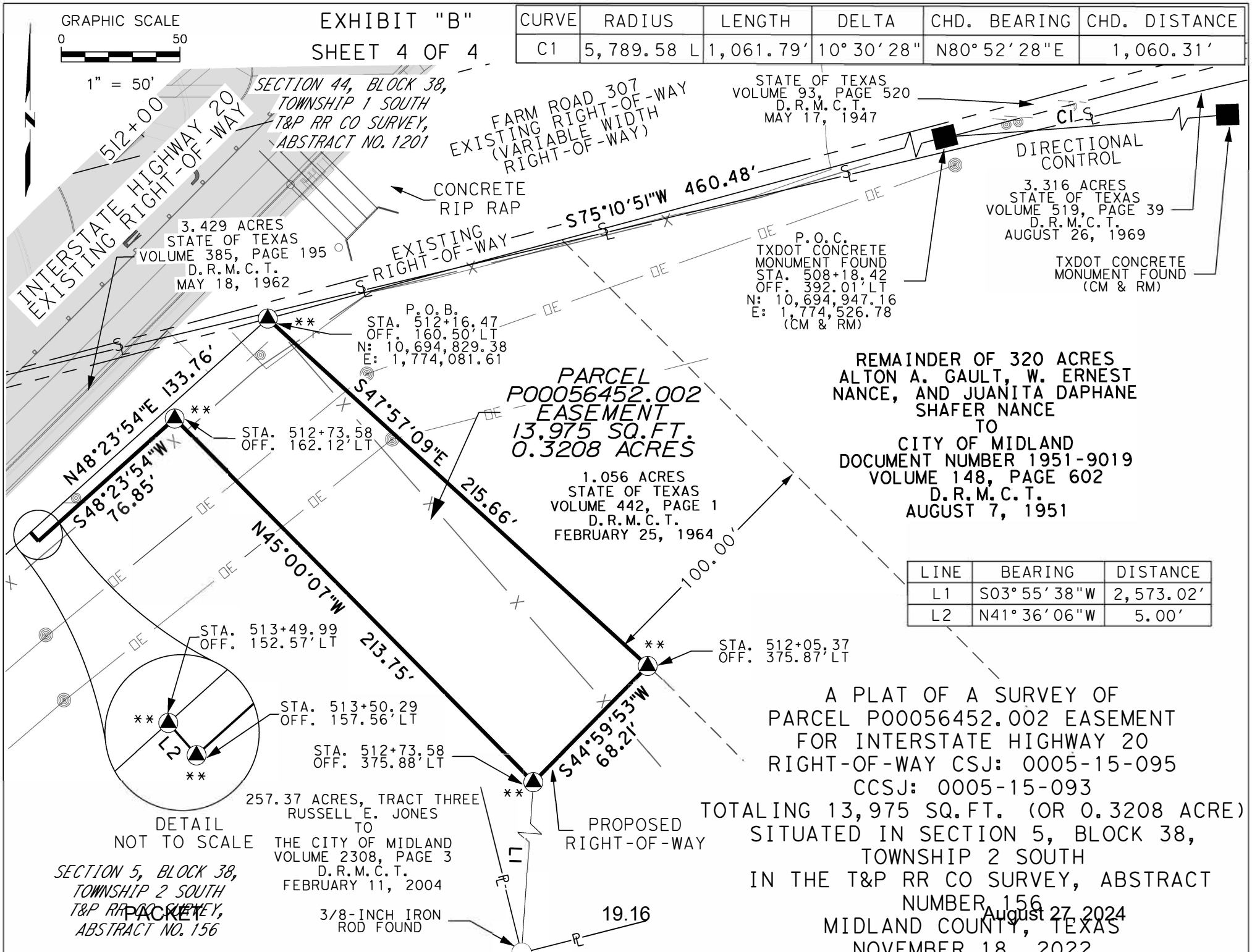

GRAPHIC SCALE
0 50
1" = 50'
EXHIBIT "B"
SHEET 4 OF 4
CURVE | RADIUS | LENGTH | DELTA | CHD. BEARING | CHD. DISTANCE
C1 | 5,789.58 L | 1,061.79' | 10°30'28" | N80°52'28"E | 1,060.31'
512+00
INTERSTATE HIGHWAY 20
EXISTING RIGHT-OF-WAY
SECTION 44, BLOCK 38,
TOWNSHIP 1 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 1201
FARM ROAD 307
EXISTING RIGHT-OF-WAY
(VARIABLE WIDTH
RIGHT-OF-WAY)
STATE OF TEXAS
VOLUME 93, PAGE 520
D.R.M.C.T.
MAY 17, 1947
CONCRETE
RIP RAP
3.429 ACRES
STATE OF TEXAS
VOLUME 385, PAGE 195
D.R.M.C.T.
MAY 18, 1962
EXISTING
RIGHT-OF-WAY
S75°10'51"W 460.48'
P.O.C.
TXDOT CONCRETE
MONUMENT FOUND
STA. 508+18.42
OFF. 392.01' LT
N: 10,694,947.16
E: 1,774,526.78
(CM & RM)
CL S
DIRECTIONAL
CONTROL
3.316 ACRES
STATE OF TEXAS
VOLUME 519, PAGE 39
D.R.M.C.T.
AUGUST 26, 1969
TXDOT CONCRETE
MONUMENT FOUND
(CM & RM)
P.O.B.
STA. 512+16.47
OFF. 160.50' LT
N: 10,694,829.38
E: 1,774,081.61
N48°23'54"E 133.76'
PARCEL
P00056452.002
EASEMENT
13,975 SQ.FT.
0.3208 ACRES
S47°57'09"E 215.66'
1.056 ACRES
STATE OF TEXAS
VOLUME 442, PAGE 1
D.R.M.C.T.
FEBRUARY 25, 1964
REMAINDER OF 320 ACRES
ALTON A. GAULT, W. ERNEST
NANCE, AND JUANITA DAPHANE
SHAFER NANCE
TO
CITY OF MIDLAND
DOCUMENT NUMBER 1951-9019
VOLUME 148, PAGE 602
D.R.M.C.T.
AUGUST 7, 1951
STA. 512+73.58
OFF. 162.12' LT
N48°23'54"W
S48°23'54"W
76.85'
N45°00'07"W 213.75'
100.00'
LINE | BEARING | DISTANCE
L1 | S03°55'38"W | 2,573.02'
L2 | N41°36'06"W | 5.00'
STA. 513+49.99
OFF. 152.57' LT
STA. 513+50.29
OFF. 157.56' LT
L2
DETAIL
NOT TO SCALE
STA. 512+05.37
OFF. 375.87' LT
STA. 512+73.58
OFF. 375.88' LT
S44°59'53"W
68.21'
257.37 ACRES, TRACT THREE
RUSSELL E. JONES
TO
THE CITY OF MIDLAND
VOLUME 2308, PAGE 3
D.R.M.C.T.
FEBRUARY 11, 2004
PROPOSED
RIGHT-OF-WAY
L1
SECTION 5, BLOCK 38,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 156
3/8-INCH IRON
ROD FOUND
19.16
A PLAT OF A SURVEY OF
PARCEL P00056452.002 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 13,975 SQ.FT. (OR 0.3208 ACRE)
SITUATED IN SECTION 5, BLOCK 38,
TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT
NUMBER 156
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022
PACKET
August 27, 2024
LeeBM
I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.002 (EASEMENT)\WJXN2120 P00056452_002.dgn
11/20/2022 12:16:11 PM

EXHIBIT B

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.

Texas Department of Transportation
Form ROW-N-14
(Rev. 11/20)

DEED

TxDOT ROW CSJ: 0005-15-095

TxDOT Parcel ID: P00066777.001

Grantor(s), whether one or more:
The City of Midland, Texas

Grantor's Mailing Address (including county):
300 N. Loraine
Midland, Midland County, TX 79701-4725

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of ONE HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED SIXTY and no/100 Dollars ($144,960.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, 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 Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: THE CITY OF MIDLAND, TEXAS

By: _____

Title: _____

Corporate Acknowledgment

State of _____
County of _____

This instrument was acknowledged before me on _____
by _____, _____
of The City of Midland, Texas on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
WFG National Title Company
4606 Park Springs Blvd., Suite 110
Arlington, Texas 76017-1895

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00066777.001 November 18, 2022
STA. 540+50.00 TO STA. 543+50.00 Revised: February 26, 2024
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

Description for Parcel P00066777.001

A description of a 30,000 square feet (or 0.6887 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156, Midland County, Texas, and being a portion of a called 257.37 acre tract of land described as Tract Three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones Et. Al. to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, said 30,000 square feet (or 0.6887 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch yellow capped iron rod found (controlling monument) stamped "RPLS 1977" for the southwest corner of said section 5 and the southwest corner of said Tract Three, said 1/2-inch iron rod having a surface coordinate of N: 10,688,892.66, E: 1,772,303.56 and being 3,100.97 feet left of and at a right angle to approved schematic baseline station 566+71.72;

THENCE, North 14° 12' 18" West, along the west line of said Tract Three, a distance of 3,435.29 feet to a point in the existing southeasterly right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 19.565 acre tract conveyed to the State of Texas, as recorded in Volume 440, Page 346, Deed Records, Midland County, Texas, said point being the common northwest corner of said Tract Three and the northeast corner of a remainder of a called 45.14 acre tract conveyed by Mary Jean Smith to RMCSS Investments, LP recorded on December 22, 2017 in Instrument Number 2017-36874 Deed Records, Midland County, Texas, said point being 150.09 feet left of and at a right angle to approved schematic baseline station 549+12.88, from which a 5/8-inch iron rod found bears North 14° 12' 18" West, a distance of 1.47 feet;

THENCE, North 44° 59' 14" East, coincident with the northwesterly line of said Tract Three and the existing southeasterly right-of-way line of said Interstate Highway 20, a distance of 562.88 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING** for the most westerly corner of herein described Parcel P00066777.001 having a surface coordinate of N: 10,692,621.02, E: 1,771,858.50 and being 149.98 feet left of and at a right angle to approved schematic baseline station 543+50.00;**

1. **THENCE**, North 44° 59' 14" East, continuing along the northwesterly line of said Tract Three and the existing southeasterly right-of-way line of said Interstate Highway 20, a distance of 300.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most northerly corner of herein described Parcel P00066777.001 and being 149.92 feet left of and at a right angle to approved schematic baseline station 540+50.00, from which a TXDOT disk monument found disturbed (controlling monument) bears North 44° 59' 14" East, a distance of 2,218.05 feet;**

THENCE, departing the existing southeasterly right-of-way line of said Interstate Highway 20, over and across said Tract Three, the following three (3) courses and distances:

2. South 45° 00' 10" East, a distance of 100.03 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most easterly corner of herein described Parcel P00066777.001 and being 249.95 feet left of and at a right angle to approved schematic baseline station 540+50.00, from which a 3/8-inch iron rod found for the most easterly ell corner of said Tract Three, and the southwest ell corner of a called 320 acre tract of land recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, bears South 69° 43' 58" East, a distance of 1,999.80 feet;**

Description for Parcel P00066777.001

3. South 44° 59' 50" West, a distance of 300.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most southerly corner of herein described Parcel P00066777.001 and being 249.96 feet left of and at a right angle to approved schematic baseline station 543+50.00;**

4. North 45° 00' 10" West, a distance of 99.97 feet to the **POINT OF BEGINNING** and containing 30,000 square feet (or 0.6887 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S. February 26, 2024
Registered Professional Land Surveyor
Texas Registration No. 6790

Jacobs
1999 Bryan Street, Suite 3500
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300



EXHIBIT "A"

SHEET 3 OF 4

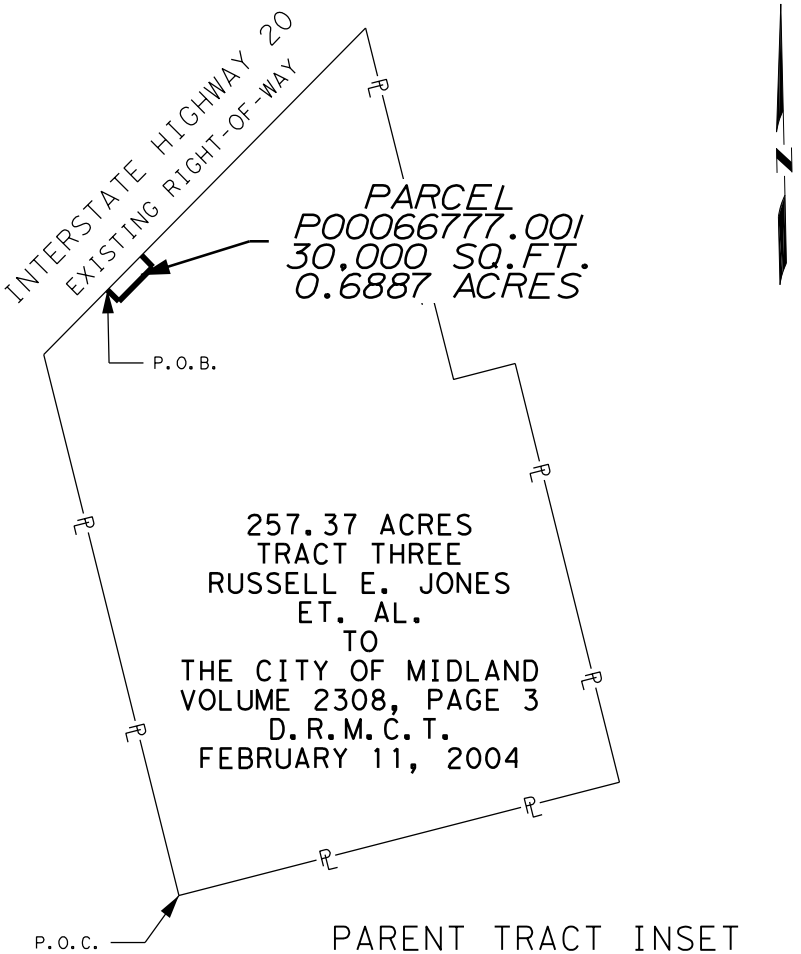
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE (PL)
SURVEY LINE (SL)
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✕ ✕ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
257.37	0.6887	256.6813	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

02/26/2024

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs

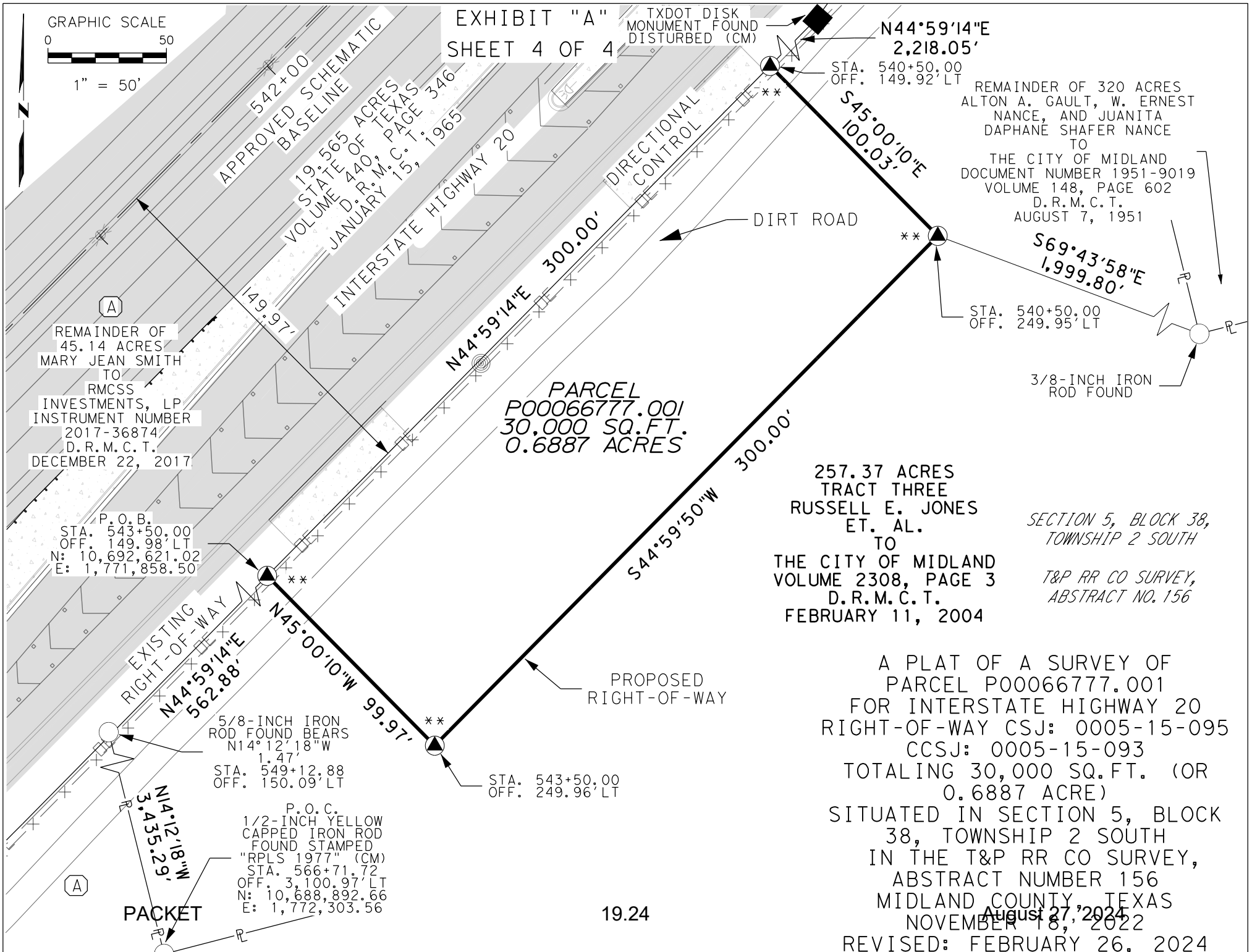
1999 BRYAN STREET, SUITE 3500
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

PACKET 1923

A PLAT OF A SURVEY OF
PARCEL P00066777.001
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 30,000 SQ.FT. (OR 0.6887 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022
REVISED: FEBRUARY 26, 2024

August 27, 2024

LeeBM



PACKET 19.24 August 27, 2024

EXHIBIT C

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.

DEED

TxDOT ROW CSJ: 0005-15-095

TxDOT Parcel ID: P00066784.001

Grantor(s), whether one or more:
City of Midland, Texas

Grantor's Mailing Address (including county):
300 N. Loraine
Midland, Midland County, TX 79701-4725

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of ONE THOUSAND and no/100 Dollars ($1,000.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, 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 Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: CITY OF MIDLAND, TEXAS

By: _____

Title: _____

Corporate Acknowledgment

State of _____
County of _____

This instrument was acknowledged before me on _____
by _____, _____
of City of Midland, Texas on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
WFG National Title Company
4606 Park Springs Blvd., Suite 110
Arlington, Texas 76017-1895

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20 Sheet **1** of **5**
Parcel P00066784.001 December 6, 2022
STA. 620+43.80 TO STA. 620+82.74 Revised: February 26, 2024
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

Description for Parcel P00066784.001

A description of a 3,704 square feet (or 0.0850 acre) parcel of land situated in Section 1, Block 39, Township 2 South in T&P RR Company Survey, Abstract No. 180, City of Midland, Midland County, Texas, and being a portion of a called 4.29 acre tract of land described in Gift Deed recorded on November 13, 2018, conveyed by Joseph Leon Davidheiser to City of Midland, Texas, as recorded in Document Number 2018-33201, Deed Records, Midland County, Texas, said 3,704 square feet (or 0.0850 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch iron rod found (controlling monument) for the common southeast corner of said 4.29 acre tract and the southwest corner of Lot 1, Block 1 Penta Addition, an addition to the City of Midland, Texas according to the plat recorded in Cabinet J, Page 44, Plat Records, Midland County, Texas, said 1/2-inch iron rod having a surface coordinate of N: 10,687,436.66, E: 1,766,522.10 and being 681.05 feet left of and at a right angle to approved schematic baseline station 615+81.80, from which a 1/2-inch iron rod found (controlling monument) for the southwest corner of said called 4.29 acre tract bears South 75° 35' 08" West, a distance of 706.50 feet;

THENCE, North 14° 07' 37" West, coincident with the east line of said 4.29 acre tract and the west line of said Lot 1, Block 1, a distance of 179.01 feet to a 60D Nail found at the common corner of said 4.29 acre tract and a called 3.71 acre tract of land described as Tract Two recorded on April 25, 2023, conveyed by Davidheiser Family Trust to Midland Petro D.C. Partners, LLC, as recorded in Document Number 2023-9571, Deed Records, Midland County, Texas, said 60D Nail being 502.81 feet left of and at a right angle to approved schematic baseline station 615+65.26, from which a 1/2-inch yellow capped iron rod found bears North 66° 49' 17" East, a distance of 1.71 feet;

THENCE, South 75° 35' 08" West, coincident with the common line of said 3.71 acre tract and said 4.29 acre tract, a distance of 507.46 feet to a point for the **POINT OF BEGINNING** for the southeast corner of herein described Parcel P00066784.001 having a surface coordinate of N: 10,687,483.93, E: 1,765,986.92 and being 458.47 feet left of and at a right angle to approved schematic baseline station 620+70.79, from which a TXDOT concrete monument found damaged bears North 83° 11' 04" West, a distance of 2.51 feet;

THENCE, departing said common line, over and across said 4.29 acre tract, the following two (2) courses and distances:

1. South 75° 35' 08" West, a distance of 12.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southwest corner of herein described Parcel P00066784.001 and being 457.42 feet left of and at a right angle to approved schematic baseline station 620+82.74;**

2. North 14° 24' 52" West, a distance of 308.46 feet to a 1/2-inch iron rod found in the existing south right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 33.689 acre tract conveyed to the State of Texas, as recorded in Volume 375, Page 225, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the northwest corner of herein described Parcel P00066784.001 and being 150.14 feet left of and at a right angle to approved schematic baseline station 620+55.79;

County: Midland
Highway: Interstate Highway 20
Parcel P00066784.001
STA. 620+43.80 TO STA. 620+82.74
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

Description for Parcel P00066784.001

3. **THENCE**, North 73° 22' 50" East, coincident with the north line of said 4.29 acre tract and the existing south right-of-way line of said Interstate Highway 20, a distance of 12.01 feet to a 1/2-inch yellow capped iron rod found (controlling monument) stamped "SCHUMANN ENG CO" for the common corner of said 4.29 acre tract and said 3.71 acre tract, said 1/2-inch iron rod being the northeast corner of herein described Parcel P00066784.001 and being 150.73 feet left of and at a right angle to approved schematic baseline station 620+43.80;

4. **THENCE**, South 14° 24' 52" East, coincident with the common line of said 3.71 acre tract and said 4.29 acre tract, a distance of 308.92 feet to the **POINT OF BEGINNING** and containing 3,704 square feet (or 0.0850 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 3500
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

February 26, 2024



EXHIBIT "A"
SHEET 3 OF 5

NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE
SURVEY LINE
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

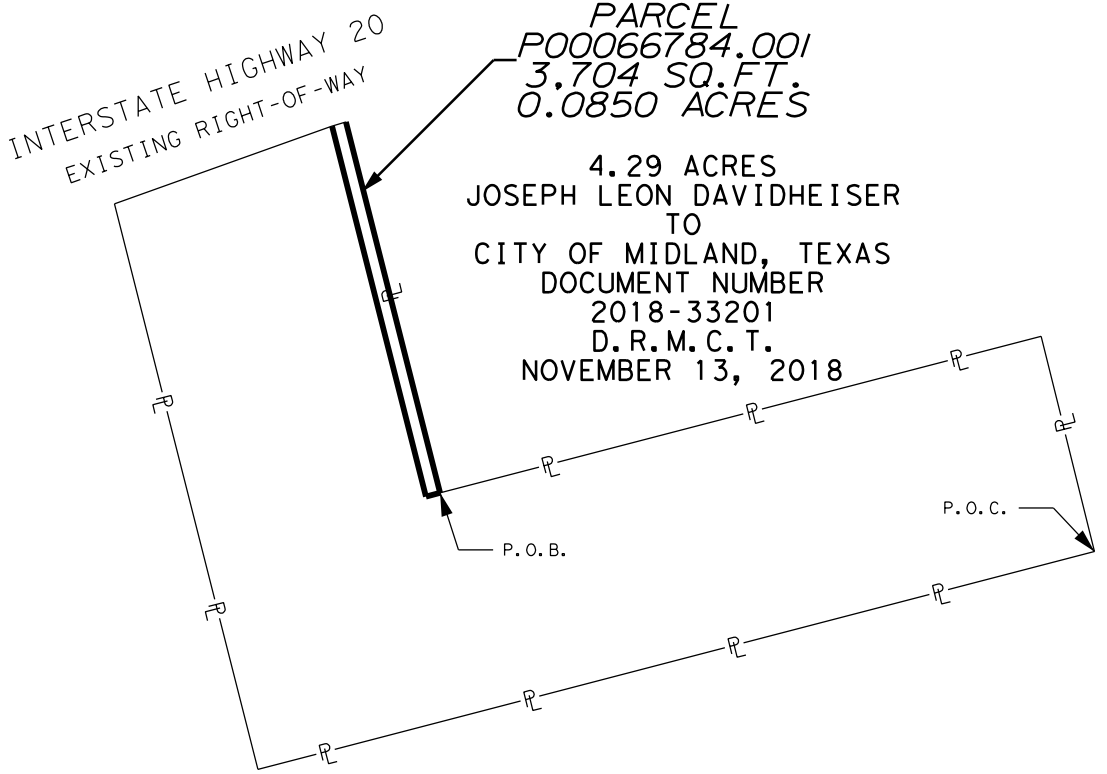
◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.

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■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
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(RM) = RECORD MONUMENT

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PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
4.29	0.0850	4.2050	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

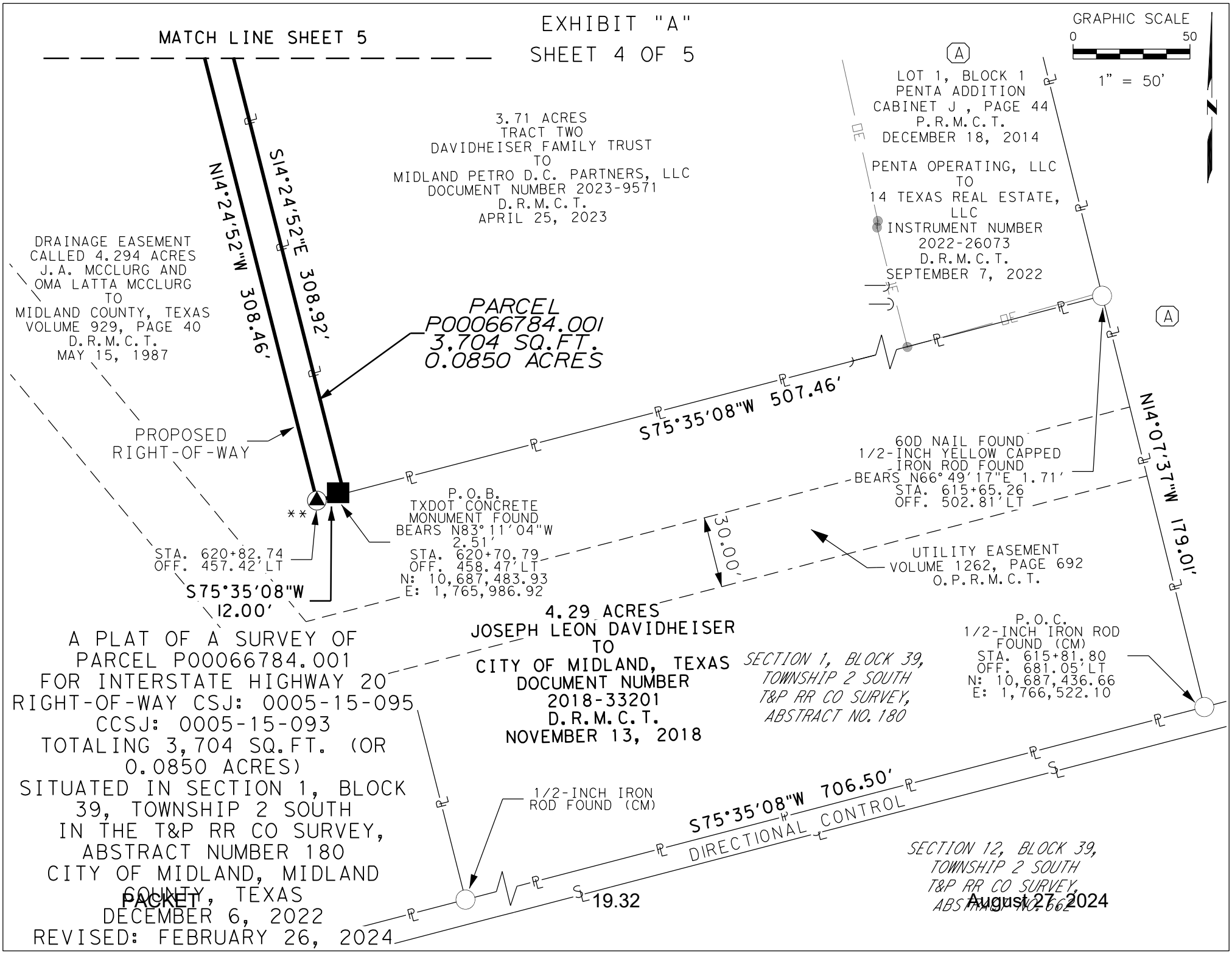
02/26/2024

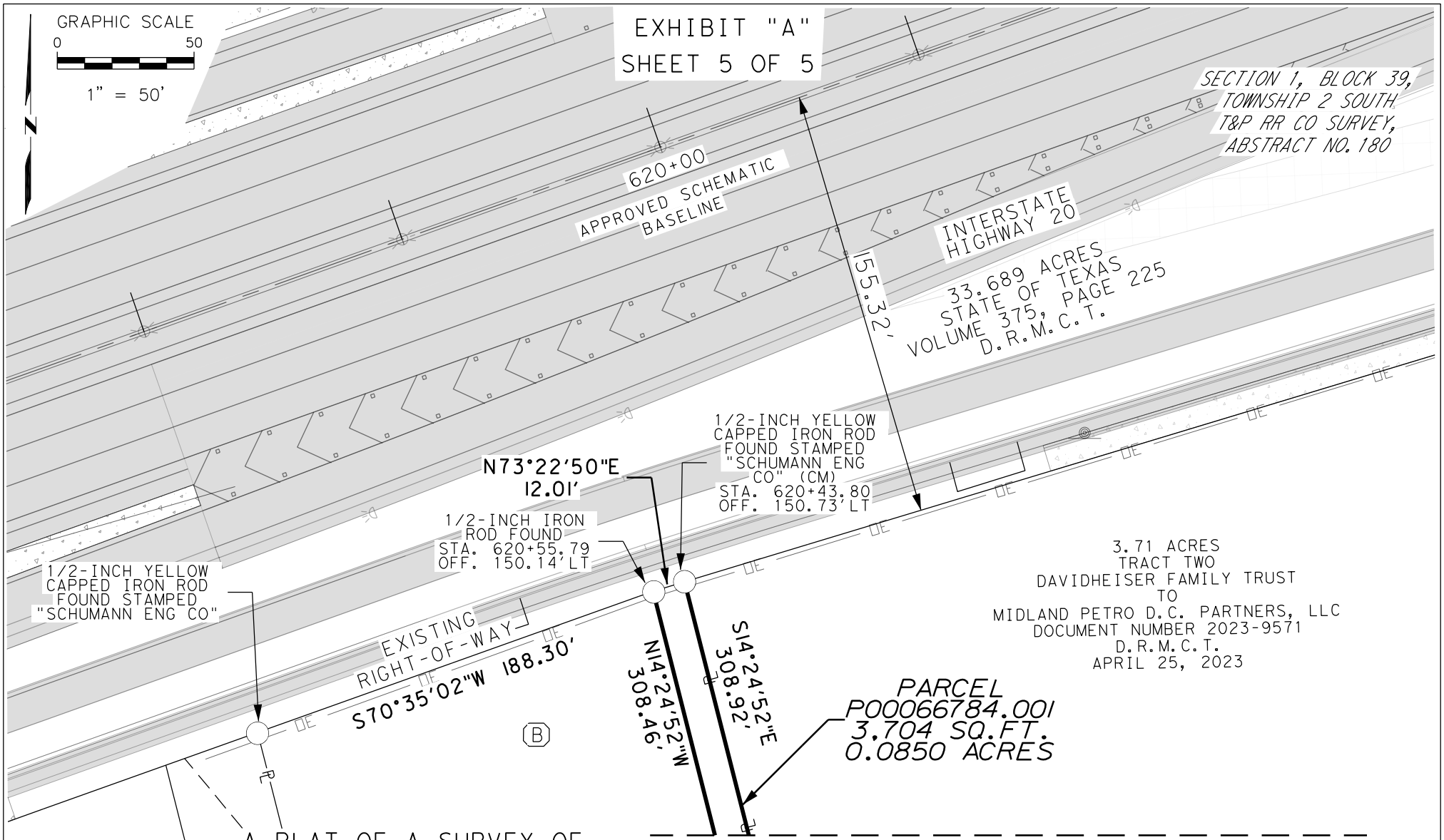
MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs
1999 BRYAN STREET, SUITE 3500
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

A PLAT OF A SURVEY OF
PARCEL P00066784.001
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 3,704 SQ.FT. (OR 0.0850 ACRES)
SITUATED IN SECTION 1, BLOCK 39, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024

PACKET 19.31 August 27, 2024


EXHIBIT "A"
SHEET 4 OF 5
MATCH LINE SHEET 5
GRAPHIC SCALE
0
50
1" = 50'
N
A
LOT 1, BLOCK 1
PENTA ADDITION
CABINET J , PAGE 44
P.R.M.C.T.
DECEMBER 18, 2014
PENTA OPERATING, LLC
TO
14 TEXAS REAL ESTATE, LLC
INSTRUMENT NUMBER
2022-26073
D.R.M.C.T.
SEPTEMBER 7, 2022
3.71 ACRES
TRACT TWO
DAVIDHEISER FAMILY TRUST
TO
MIDLAND PETRO D.C. PARTNERS, LLC
DOCUMENT NUMBER 2023-9571
D.R.M.C.T.
APRIL 25, 2023
DRAINAGE EASEMENT
CALLED 4.294 ACRES
J.A. MCCLURG AND
OMA LATTA MCCLURG
TO
MIDLAND COUNTY, TEXAS
VOLUME 929, PAGE 40
D.R.M.C.T.
MAY 15, 1987
N14°24'52"W 308.46'
S14°24'52"E 308.92'
PARCEL
P00066784.001
3,704 SQ.FT.
0.0850 ACRES
PROPOSED
RIGHT-OF-WAY
S75°35'08"W 507.46'
60D NAIL FOUND
1/2-INCH YELLOW CAPPED
IRON ROD FOUND
BEARS N66°49'17"E 1.71'
STA. 615+65.26
OFF. 502.81' LT
N14°07'37"W 179.01'
P.O.B.
TXDOT CONCRETE
MONUMENT FOUND
BEARS N83°11'04"W
2.51'
STA. 620+70.79
OFF. 458.47' LT
N: 10,687,483.93
E: 1,765,986.92
STA. 620+82.74
OFF. 457.42' LT
S75°35'08"W
12.00'
30.00'
UTILITY EASEMENT
VOLUME 1262, PAGE 692
O.P.R.M.C.T.
4.29 ACRES
JOSEPH LEON DAVIDHEISER
TO
CITY OF MIDLAND, TEXAS
DOCUMENT NUMBER
2018-33201
D.R.M.C.T.
NOVEMBER 13, 2018
SECTION 1, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 180
P.O.C.
1/2-INCH IRON ROD
FOUND (CM)
STA. 615+81.80
OFF. 681.05' LT
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SITUATED IN SECTION 1, BLOCK
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IN THE T&P RR CO SURVEY,
ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND
COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024
1/2-INCH IRON
ROD FOUND (CM)
S75°35'08"W 706.50'
DIRECTIONAL CONTROL
19.32
SECTION 12, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 662
PACKET
August 27, 2024
LeeBM
I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00066784.001\WJXN2120 P00066784_001.dgn
2/22/2024 9:00:05 AM



A PLAT OF A SURVEY OF
PARCEL P00066784.001
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 3,704 SQ.FT. (OR 0.0850 ACRES)
SITUATED IN SECTION 1, BLOCK 39, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024

I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00066784.001\WJXN2120 P00066784_001.dgn 2/22/2024 9:00:39 AM

LeeBM

EXHIBIT "A"
SHEET 3 OF 5

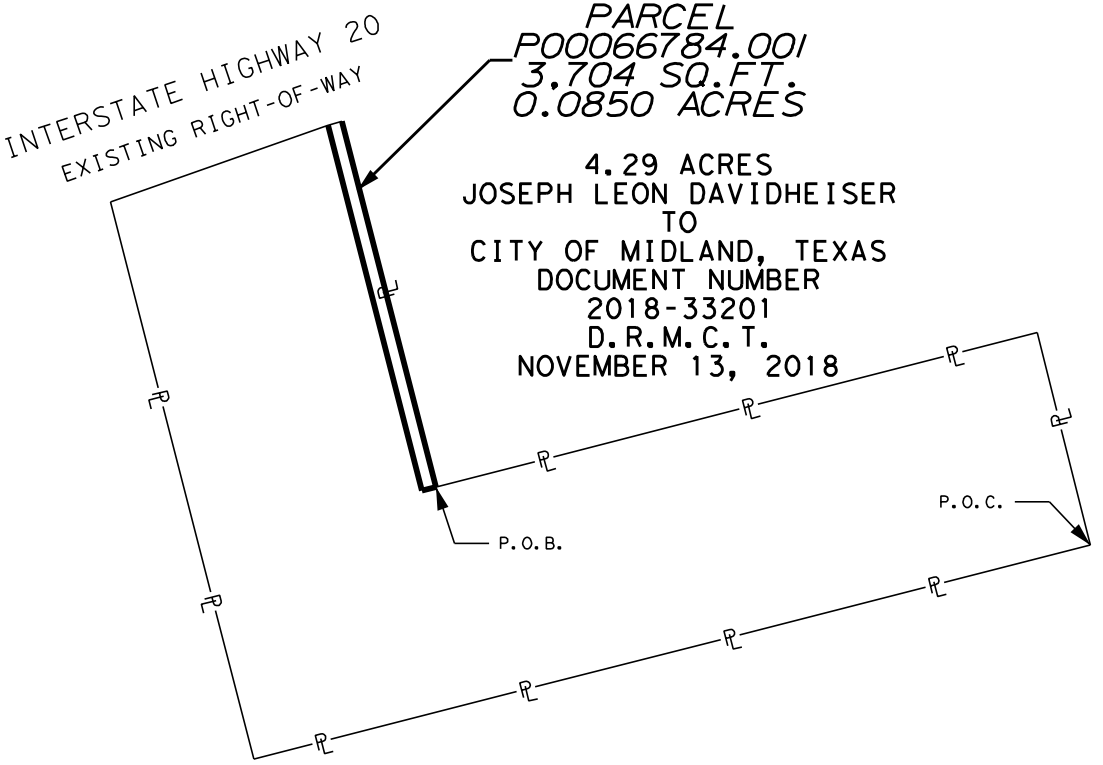
NOTES:
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02/26/2024

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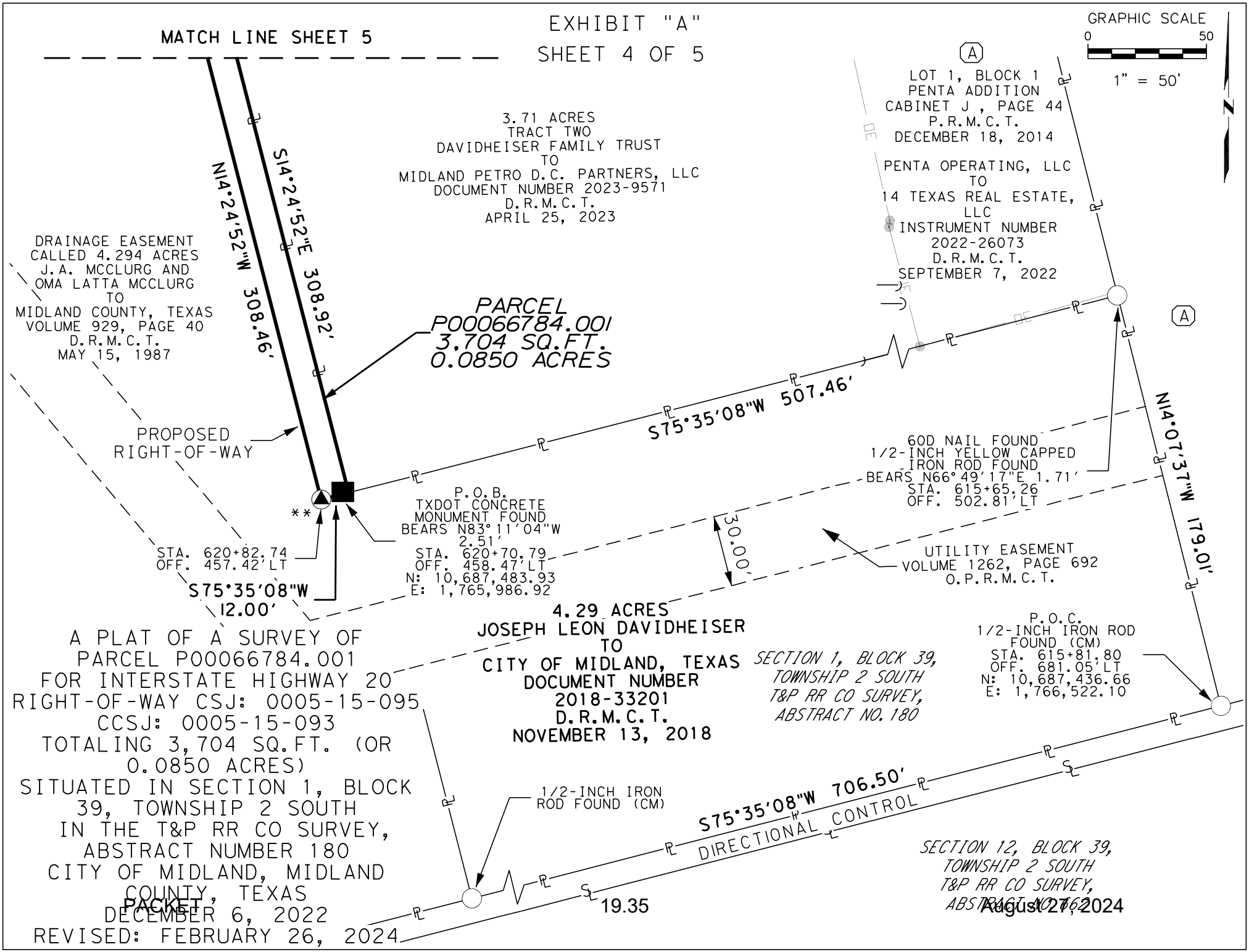
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FAX (214)-638-0447
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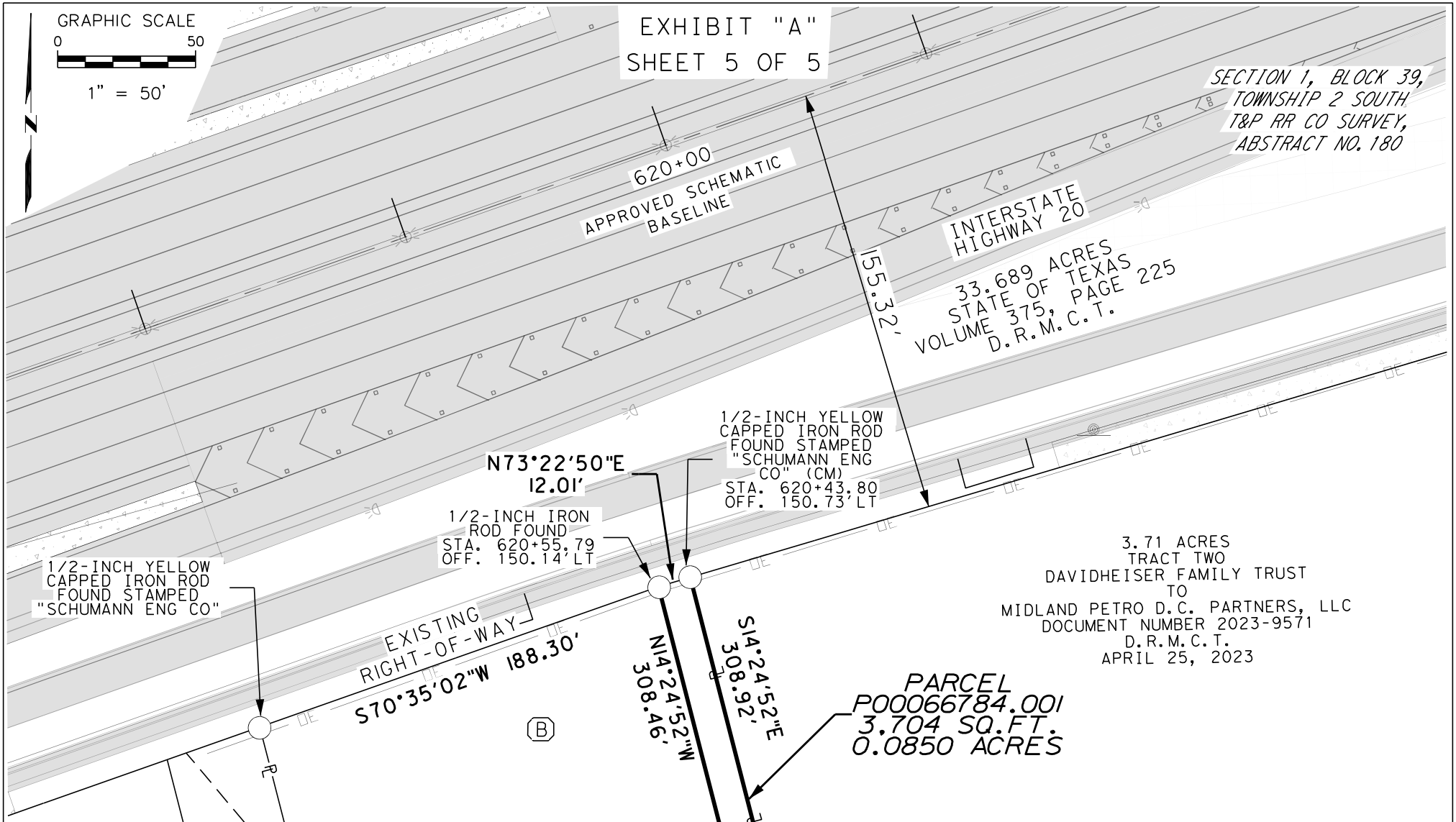
PACKET

A PLAT OF A SURVEY OF
PARCEL P00066784.001
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 3,704 SQ.FT. (OR 0.0850 ACRES)
SITUATED IN SECTION 1, BLOCK 39, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024

August 27, 2024

LeeBM


EXHIBIT "A"
SHEET 4 OF 5
MATCH LINE SHEET 5
GRAPHIC SCALE
0
50
1" = 50'
N
A
LOT 1, BLOCK 1
PENTA ADDITION
CABINET J , PAGE 44
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DECEMBER 18, 2014
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INSTRUMENT NUMBER
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TO
CITY OF MIDLAND, TEXAS
DOCUMENT NUMBER
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1/2-INCH IRON ROD
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S75°35'08"W 706.50'
DIRECTIONAL CONTROL
SECTION 12, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 772
PACKET
19.35
August 27, 2024
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POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 0005-15-095
	§	Parcel ID: P00066784.001
COUNTY OF MIDLAND	§	Project No.: R00007319

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and City of Midland, Texas (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. IH 20 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of ZERO Dollars ($0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0 percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of THREE THOUSAND AND 00/100 Dollars ($3,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:

   (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
   (ii) will not be refunded to the State upon any acquisition of the Property by the State.

4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.

9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that

acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.

12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: .

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR: CITY OF MIDLAND, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of _____
County of _____

This instrument was acknowledged before me on _____
by _____, _____
of City of Midland, Texas, on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

THE STATE OF TEXAS

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

By: _____
Crystal Damron, Right-of-Way Project Delivery Manager

Date: _____

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00066784.001
STA. 620+43.80 TO STA. 620+82.74
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

December 6, 2022
Revised: February 26, 2024

Description for Parcel P00066784.001

A description of a 3,704 square feet (or 0.0850 acre) parcel of land situated in Section 1, Block 39, Township 2 South in T&P RR Company Survey, Abstract No. 180, City of Midland, Midland County, Texas, and being a portion of a called 4.29 acre tract of land described in Gift Deed recorded on November 13, 2018, conveyed by Joseph Leon Davidheiser to City of Midland, Texas, as recorded in Document Number 2018-33201, Deed Records, Midland County, Texas, said 3,704 square feet (or 0.0850 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch iron rod found (controlling monument) for the common southeast corner of said 4.29 acre tract and the southwest corner of Lot 1, Block 1 Penta Addition, an addition to the City of Midland, Texas according to the plat recorded in Cabinet J, Page 44, Plat Records, Midland County, Texas, said 1/2-inch iron rod having a surface coordinate of N: 10,687,436.66, E: 1,766,522.10 and being 681.05 feet left of and at a right angle to approved schematic baseline station 615+81.80, from which a 1/2-inch iron rod found (controlling monument) for the southwest corner of said called 4.29 acre tract bears South 75° 35' 08" West, a distance of 706.50 feet;

THENCE, North 14° 07' 37" West, coincident with the east line of said 4.29 acre tract and the west line of said Lot 1, Block 1, a distance of 179.01 feet to a 60D Nail found at the common corner of said 4.29 acre tract and a called 3.71 acre tract of land described as Tract Two recorded on April 25, 2023, conveyed by Davidheiser Family Trust to Midland Petro D.C. Partners, LLC, as recorded in Document Number 2023-9571, Deed Records, Midland County, Texas, said 60D Nail being 502.81 feet left of and at a right angle to approved schematic baseline station 615+65.26, from which a 1/2-inch yellow capped iron rod found bears North 66° 49' 17" East, a distance of 1.71 feet;

THENCE, South 75° 35' 08" West, coincident with the common line of said 3.71 acre tract and said 4.29 acre tract, a distance of 507.46 feet to a point for the **POINT OF BEGINNING** for the southeast corner of herein described Parcel P00066784.001 having a surface coordinate of N: 10,687,483.93, E: 1,765,986.92 and being 458.47 feet left of and at a right angle to approved schematic baseline station 620+70.79, from which a TXDOT concrete monument found damaged bears North 83° 11' 04" West, a distance of 2.51 feet;

THENCE, departing said common line, over and across said 4.29 acre tract, the following two (2) courses and distances:

1. South 75° 35' 08" West, a distance of 12.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southwest corner of herein described Parcel P00066784.001 and being 457.42 feet left of and at a right angle to approved schematic baseline station 620+82.74;**

2. North 14° 24' 52" West, a distance of 308.46 feet to a 1/2-inch iron rod found in the existing south right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 33.689 acre tract conveyed to the State of Texas, as recorded in Volume 375, Page 225, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the northwest corner of herein described Parcel P00066784.001 and being 150.14 feet left of and at a right angle to approved schematic baseline station 620+55.79;

County: Midland
Highway: Interstate Highway 20
Parcel P00066784.001
STA. 620+43.80 TO STA. 620+82.74
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

December 6, 2022
Revised: February 26, 2024

Description for Parcel P00066784.001

3. **THENCE**, North 73° 22' 50" East, coincident with the north line of said 4.29 acre tract and the existing south right-of-way line of said Interstate Highway 20, a distance of 12.01 feet to a 1/2-inch yellow capped iron rod found (controlling monument) stamped "SCHUMANN ENG CO" for the common corner of said 4.29 acre tract and said 3.71 acre tract, said 1/2-inch iron rod being the northeast corner of herein described Parcel P00066784.001 and being 150.73 feet left of and at a right angle to approved schematic baseline station 620+43.80;

4. **THENCE**, South 14° 24' 52" East, coincident with the common line of said 3.71 acre tract and said 4.29 acre tract, a distance of 308.92 feet to the **POINT OF BEGINNING** and containing 3,704 square feet (or 0.0850 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 3500
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

February 26, 2024



EXHIBIT "A"
SHEET 3 OF 5

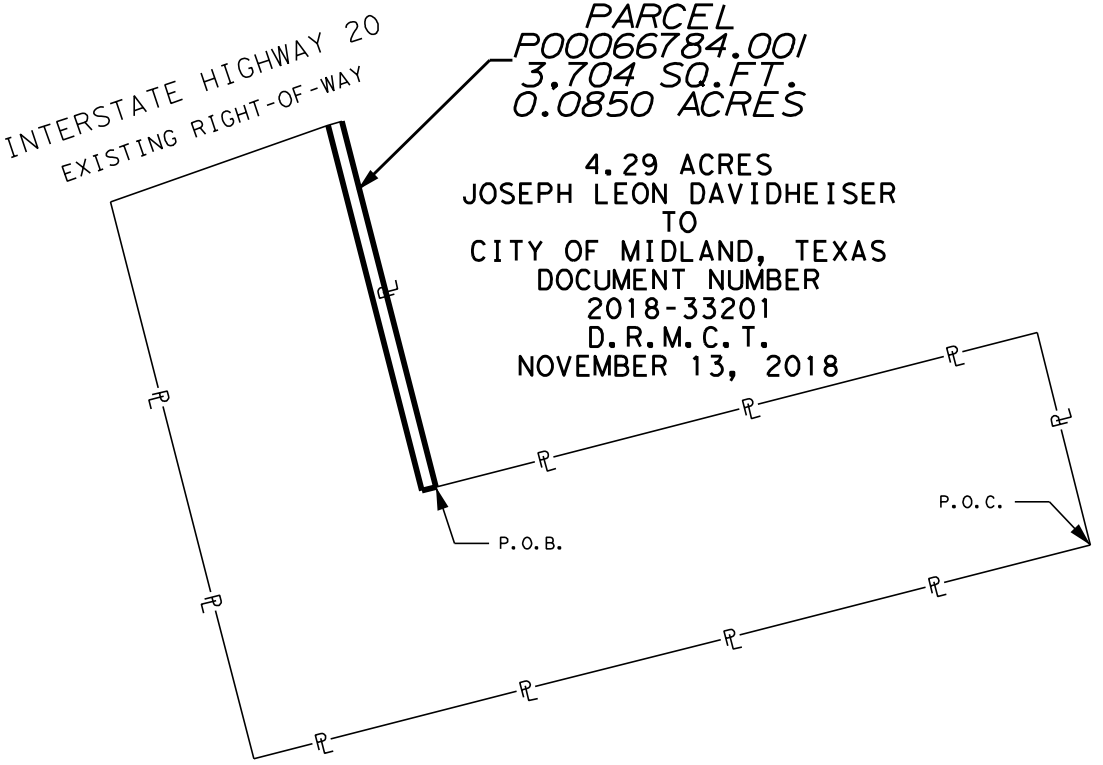
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE
SURVEY LINE
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
4.29	0.0850	4.2050	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

02/26/2024

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs
1999 BRYAN STREET, SUITE 3500
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
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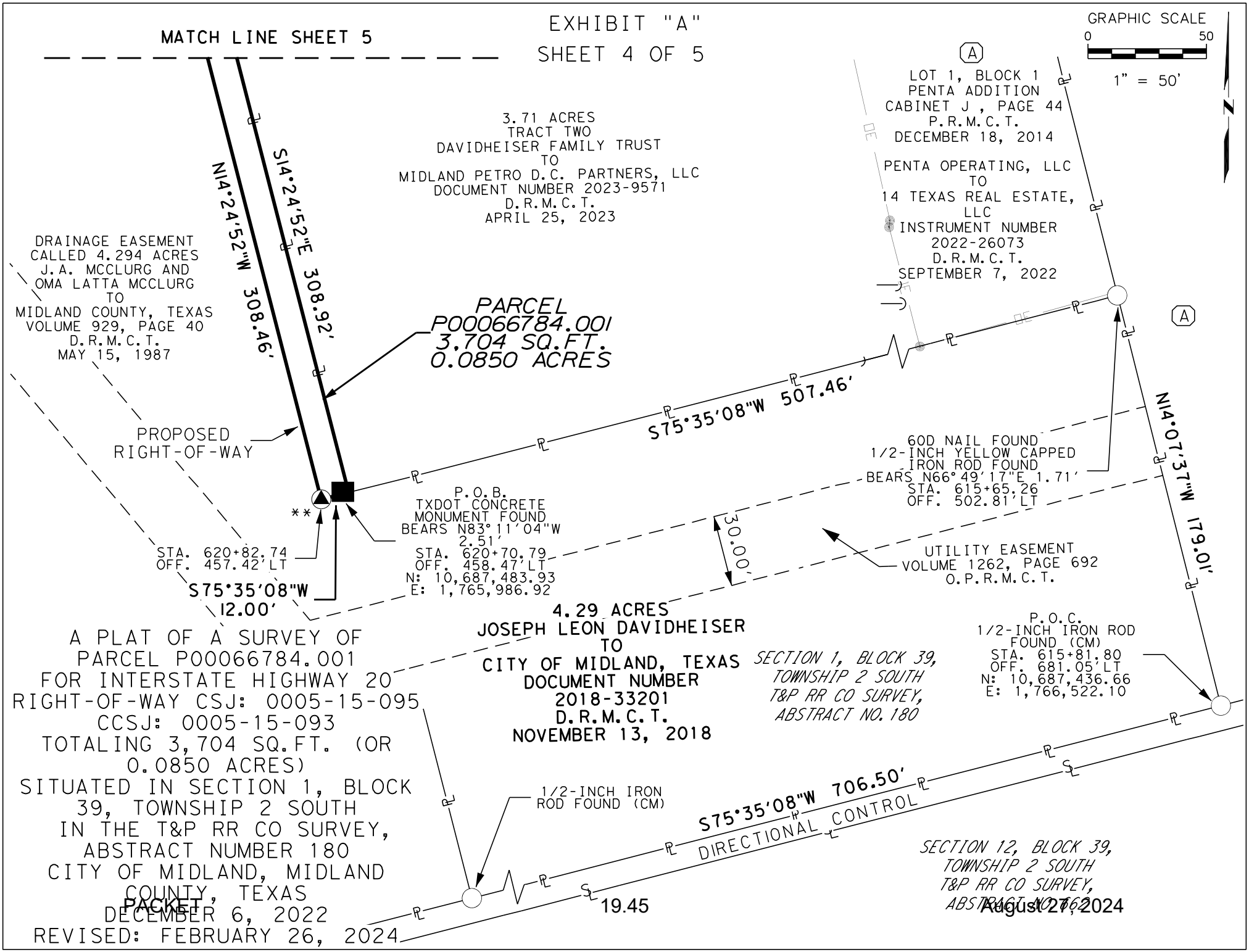
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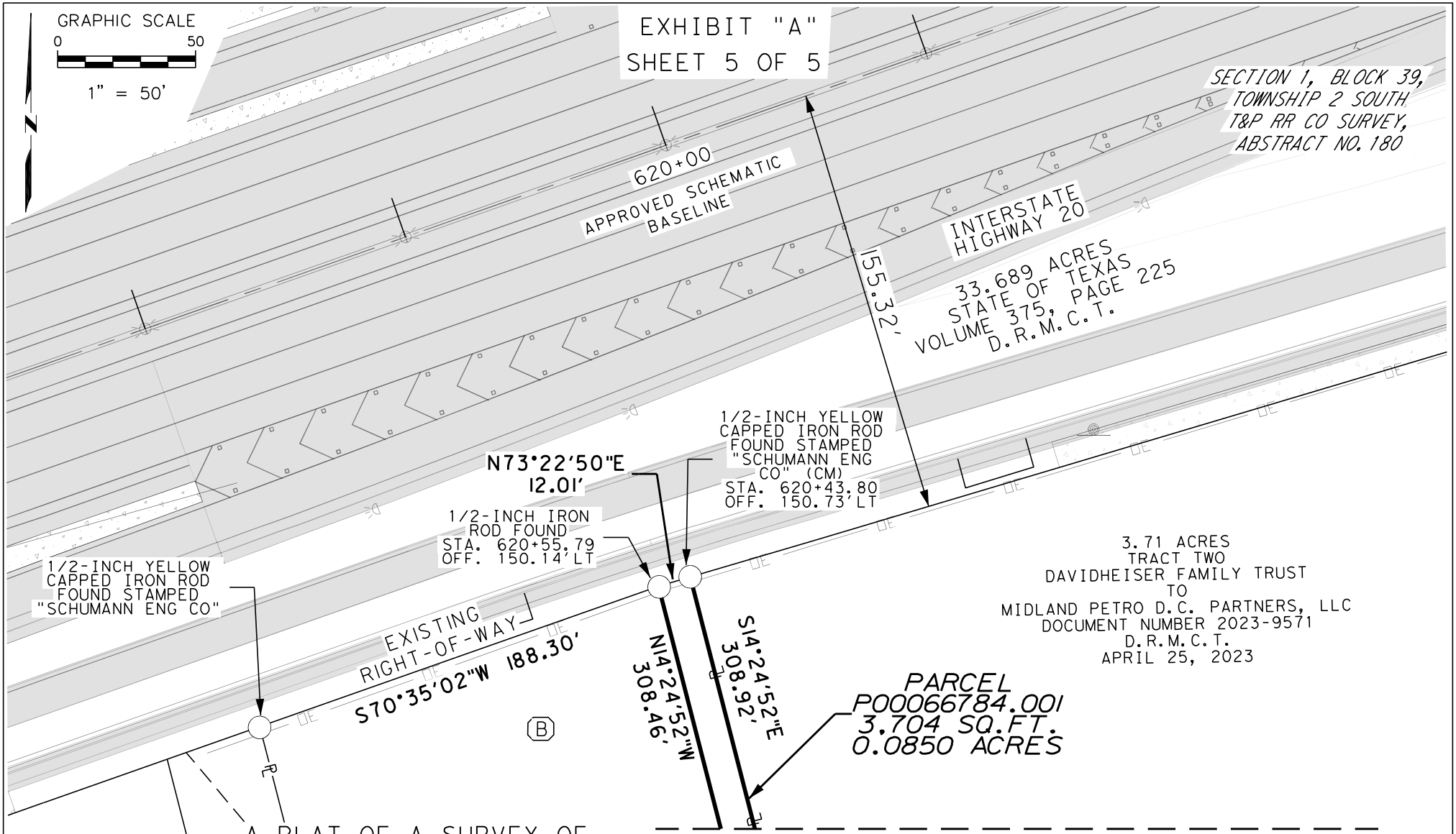
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S75°35'08"W 706.50'
DIRECTIONAL CONTROL
SECTION 12, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 766
19.45
August 27, 2024
LeeBM
I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00066784.001\WJXN2120 P00066784_001.dgn
2/22/2024 9:00:05 AM



A PLAT OF A SURVEY OF
PARCEL P00066784.001
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 3,704 SQ.FT. (OR 0.0850 ACRES)
SITUATED IN SECTION 1, BLOCK 39, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024

PACKET 19.46 August 27, 2024

I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00066784.001\WJXN2120 P00066784_001.dgn 2/22/2024 9:00:39 AM

LeeBM

CobbFendley

June 10, 2024

City of Midland, Texas
Attn: Tommy Gonzalez, City Manager
300 N. Loraine
Midland, TX 79701-4725

County: Midland
Highway No.: IH 20
Location: south side of IH-20, 935 feet west of FM 715, Midland, Midland County, TX 79706
Project No.: R00007319
ROW CSJ No.: 0005-15-095
District: Odessa
Parcel No.: P00066784.001

Dear Property Owner(s):

You have indicated a willingness to sign a deed for your property which consists of 3,704 square feet located at south side of IH-20, 935 feet west of FM 715, Midland, Midland County, TX 79706.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of $1,000.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to WFG National Title Company, agent for the State.

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC
Right-of-Way Project Manager
Cobb, Fendley & Associates, Inc. on behalf of the
Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."*

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Property Owner's Signature

Property Owner's Signature

Date

Date

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

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.

DEED

TxDOT ROW CSJ: 0005-15-095

TxDOT Parcel ID: P00066784.001

Grantor(s), whether one or more:
City of Midland, Texas

Grantor's Mailing Address (including county):
300 N. Loraine
Midland, Midland County, TX 79701-4725

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of ONE THOUSAND and no/100 Dollars ($1,000.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, 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 Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: CITY OF MIDLAND, TEXAS

By: _____

Title: _____

Corporate Acknowledgment

State of _____
County of _____

This instrument was acknowledged before me on _____
by _____, _____
of City of Midland, Texas on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
WFG National Title Company
4606 Park Springs Blvd., Suite 110
Arlington, Texas 76017-1895

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00066784.001
STA. 620+43.80 TO STA. 620+82.74
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

December 6, 2022
Revised: February 26, 2024

Description for Parcel P00066784.001

A description of a 3,704 square feet (or 0.0850 acre) parcel of land situated in Section 1, Block 39, Township 2 South in T&P RR Company Survey, Abstract No. 180, City of Midland, Midland County, Texas, and being a portion of a called 4.29 acre tract of land described in Gift Deed recorded on November 13, 2018, conveyed by Joseph Leon Davidheiser to City of Midland, Texas, as recorded in Document Number 2018-33201, Deed Records, Midland County, Texas, said 3,704 square feet (or 0.0850 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch iron rod found (controlling monument) for the common southeast corner of said 4.29 acre tract and the southwest corner of Lot 1, Block 1 Penta Addition, an addition to the City of Midland, Texas according to the plat recorded in Cabinet J, Page 44, Plat Records, Midland County, Texas, said 1/2-inch iron rod having a surface coordinate of N: 10,687,436.66, E: 1,766,522.10 and being 681.05 feet left of and at a right angle to approved schematic baseline station 615+81.80, from which a 1/2-inch iron rod found (controlling monument) for the southwest corner of said called 4.29 acre tract bears South 75° 35' 08" West, a distance of 706.50 feet;

THENCE, North 14° 07' 37" West, coincident with the east line of said 4.29 acre tract and the west line of said Lot 1, Block 1, a distance of 179.01 feet to a 60D Nail found at the common corner of said 4.29 acre tract and a called 3.71 acre tract of land described as Tract Two recorded on April 25, 2023, conveyed by Davidheiser Family Trust to Midland Petro D.C. Partners, LLC, as recorded in Document Number 2023-9571, Deed Records, Midland County, Texas, said 60D Nail being 502.81 feet left of and at a right angle to approved schematic baseline station 615+65.26, from which a 1/2-inch yellow capped iron rod found bears North 66° 49' 17" East, a distance of 1.71 feet;

THENCE, South 75° 35' 08" West, coincident with the common line of said 3.71 acre tract and said 4.29 acre tract, a distance of 507.46 feet to a point for the **POINT OF BEGINNING** for the southeast corner of herein described Parcel P00066784.001 having a surface coordinate of N: 10,687,483.93, E: 1,765,986.92 and being 458.47 feet left of and at a right angle to approved schematic baseline station 620+70.79, from which a TXDOT concrete monument found damaged bears North 83° 11' 04" West, a distance of 2.51 feet;

THENCE, departing said common line, over and across said 4.29 acre tract, the following two (2) courses and distances:

1. South 75° 35' 08" West, a distance of 12.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southwest corner of herein described Parcel P00066784.001 and being 457.42 feet left of and at a right angle to approved schematic baseline station 620+82.74;**

2. North 14° 24' 52" West, a distance of 308.46 feet to a 1/2-inch iron rod found in the existing south right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 33.689 acre tract conveyed to the State of Texas, as recorded in Volume 375, Page 225, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the northwest corner of herein described Parcel P00066784.001 and being 150.14 feet left of and at a right angle to approved schematic baseline station 620+55.79;

Description for Parcel P00066784.001

3. **THENCE**, North 73° 22' 50" East, coincident with the north line of said 4.29 acre tract and the existing south right-of-way line of said Interstate Highway 20, a distance of 12.01 feet to a 1/2-inch yellow capped iron rod found (controlling monument) stamped "SCHUMANN ENG CO" for the common corner of said 4.29 acre tract and said 3.71 acre tract, said 1/2-inch iron rod being the northeast corner of herein described Parcel P00066784.001 and being 150.73 feet left of and at a right angle to approved schematic baseline station 620+43.80;

4. **THENCE**, South 14° 24' 52" East, coincident with the common line of said 3.71 acre tract and said 4.29 acre tract, a distance of 308.92 feet to the **POINT OF BEGINNING** and containing 3,704 square feet (or 0.0850 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790

Jacobs
1999 Bryan Street, Suite 3500
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

February 26, 2024



EXHIBIT "A"

SHEET 3 OF 5

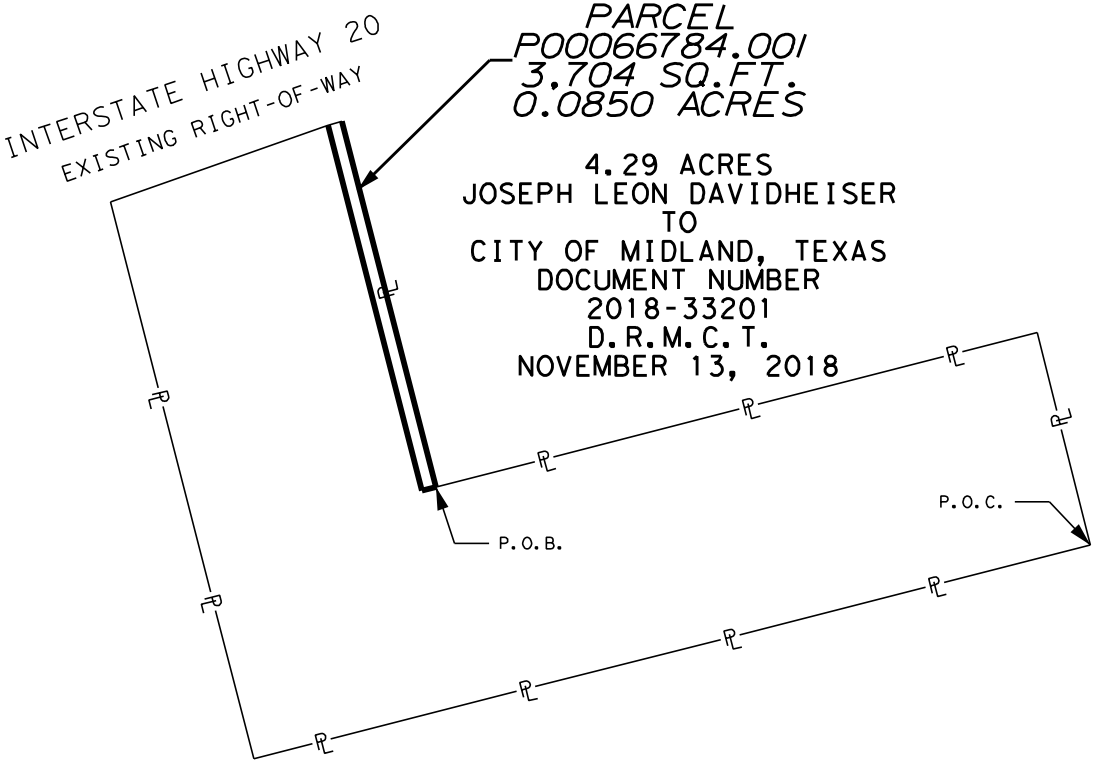
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE
SURVEY LINE
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
4.29	0.0850	4.2050	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

02/26/2024

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs
1999 BRYAN STREET, SUITE 3500
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

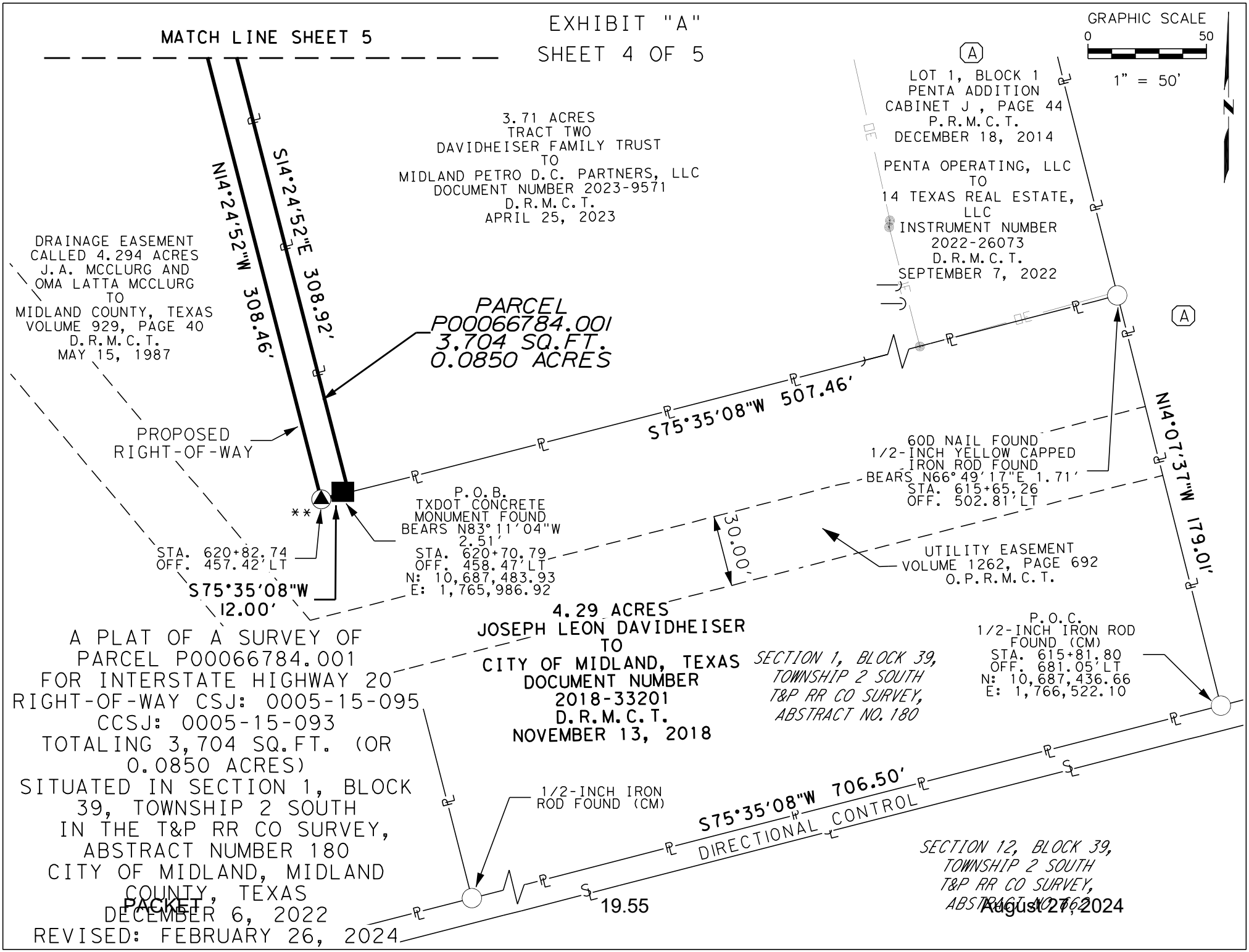
A PLAT OF A SURVEY OF
PARCEL P00066784.001
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 3,704 SQ.FT. (OR 0.0850 ACRES)
SITUATED IN SECTION 1, BLOCK 39, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024

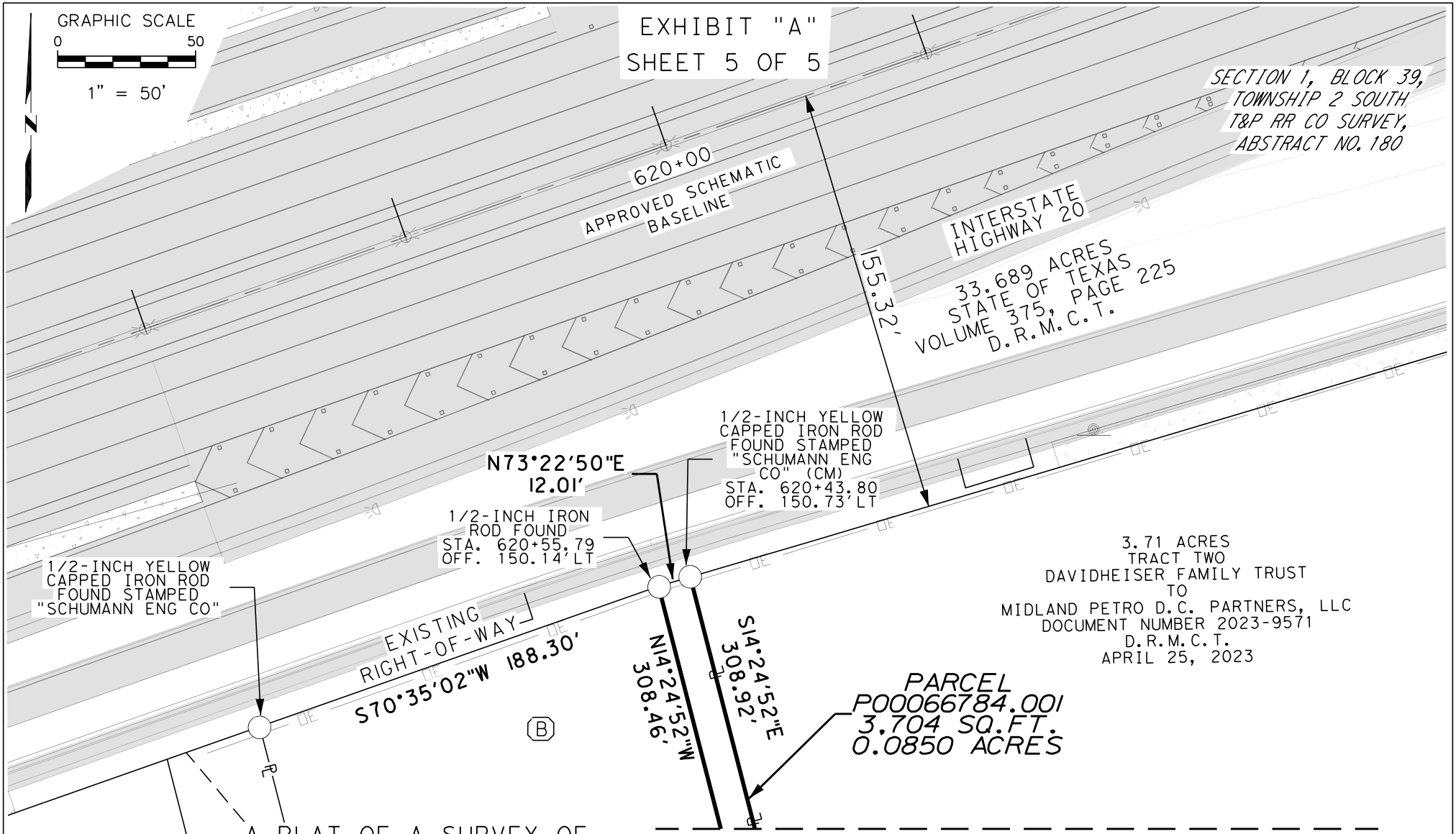
PACKET

August 27, 2024

LeeBM

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EXHIBIT "A"
SHEET 4 OF 5
MATCH LINE SHEET 5
GRAPHIC SCALE
0
50
1" = 50'
N
A
LOT 1, BLOCK 1
PENTA ADDITION
CABINET J , PAGE 44
P.R.M.C.T.
DECEMBER 18, 2014
PENTA OPERATING, LLC
TO
14 TEXAS REAL ESTATE, LLC
INSTRUMENT NUMBER
2022-26073
D.R.M.C.T.
SEPTEMBER 7, 2022
3.71 ACRES
TRACT TWO
DAVIDHEISER FAMILY TRUST
TO
MIDLAND PETRO D.C. PARTNERS, LLC
DOCUMENT NUMBER 2023-9571
D.R.M.C.T.
APRIL 25, 2023
DRAINAGE EASEMENT
CALLED 4.294 ACRES
J.A. MCCLURG AND
OMA LATTA MCCLURG
TO
MIDLAND COUNTY, TEXAS
VOLUME 929, PAGE 40
D.R.M.C.T.
MAY 15, 1987
N14°24'52"W 308.46'
S14°24'52"E 308.92'
PARCEL
P00066784.001
3,704 SQ.FT.
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PROPOSED
RIGHT-OF-WAY
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60D NAIL FOUND
1/2-INCH YELLOW CAPPED
IRON ROD FOUND
BEARS N66°49'17"E 1.71'
STA. 615+65.26
OFF. 502.81' LT
N14°07'37"W 179.01'
P.O.B.
TXDOT CONCRETE
MONUMENT FOUND
BEARS N83°11'04"W
2.51'
STA. 620+70.79
OFF. 458.47' LT
N: 10,687,483.93
E: 1,765,986.92
STA. 620+82.74
OFF. 457.42' LT
S75°35'08"W
12.00'
30.00'
UTILITY EASEMENT
VOLUME 1262, PAGE 692
O.P.R.M.C.T.
4.29 ACRES
JOSEPH LEON DAVIDHEISER
TO
CITY OF MIDLAND, TEXAS
DOCUMENT NUMBER
2018-33201
D.R.M.C.T.
NOVEMBER 13, 2018
SECTION 1, BLOCK 39,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 180
P.O.C.
1/2-INCH IRON ROD
FOUND (CM)
STA. 615+81.80
OFF. 681.05' LT
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ABSTRACT NUMBER 180
CITY OF MIDLAND, MIDLAND
COUNTY, TEXAS
PACKET
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024
1/2-INCH IRON
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2/22/2024 9:00:05 AM



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CITY OF MIDLAND, MIDLAND COUNTY, TEXAS
DECEMBER 6, 2022
REVISED: FEBRUARY 26, 2024

PACKET 19.56 August 27, 2024

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LeeBM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 0005-15-095
	§	Parcel ID: P00066777.001
COUNTY OF MIDLAND	§	Project No.: R00007319

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and The City of Midland, Texas (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. IH 20 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of ZERO Dollars ($0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0 percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of FOURTEEN THOUSAND FOUR HUNDRED NINETY-SIX AND 00/100 Dollars ($14,496.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:

   (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
   (ii) will not be refunded to the State upon any acquisition of the Property by the State.

4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.

9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that

acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.

12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: .

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR: THE CITY OF MIDLAND, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of _____
County of _____

This instrument was acknowledged before me on _____
by _____, _____
of The City of Midland, Texas, on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

THE STATE OF TEXAS

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

By: _____
Crystal Damron, Right-of-Way Project Delivery Manager

Date: _____

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00066777.001
STA. 540+50.00 TO STA. 543+50.00
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022
Revised: February 26, 2024

Description for Parcel P00066777.001

A description of a 30,000 square feet (or 0.6887 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156, Midland County, Texas, and being a portion of a called 257.37 acre tract of land described as Tract Three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones Et. Al. to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, said 30,000 square feet (or 0.6887 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 1/2-inch yellow capped iron rod found (controlling monument) stamped "RPLS 1977" for the southwest corner of said section 5 and the southwest corner of said Tract Three, said 1/2-inch iron rod having a surface coordinate of N: 10,688,892.66, E: 1,772,303.56 and being 3,100.97 feet left of and at a right angle to approved schematic baseline station 566+71.72;

THENCE, North 14° 12' 18" West, along the west line of said Tract Three, a distance of 3,435.29 feet to a point in the existing southeasterly right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 19.565 acre tract conveyed to the State of Texas, as recorded in Volume 440, Page 346, Deed Records, Midland County, Texas, said point being the common northwest corner of said Tract Three and the northeast corner of a remainder of a called 45.14 acre tract conveyed by Mary Jean Smith to RMCSS Investments, LP recorded on December 22, 2017 in Instrument Number 2017-36874 Deed Records, Midland County, Texas, said point being 150.09 feet left of and at a right angle to approved schematic baseline station 549+12.88, from which a 5/8-inch iron rod found bears North 14° 12' 18" West, a distance of 1.47 feet;

THENCE, North 44° 59' 14" East, coincident with the northwesterly line of said Tract Three and the existing southeasterly right-of-way line of said Interstate Highway 20, a distance of 562.88 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING** for the most westerly corner of herein described Parcel P00066777.001 having a surface coordinate of N: 10,692,621.02, E: 1,771,858.50 and being 149.98 feet left of and at a right angle to approved schematic baseline station 543+50.00;**

1. **THENCE**, North 44° 59' 14" East, continuing along the northwesterly line of said Tract Three and the existing southeasterly right-of-way line of said Interstate Highway 20, a distance of 300.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most northerly corner of herein described Parcel P00066777.001 and being 149.92 feet left of and at a right angle to approved schematic baseline station 540+50.00, from which a TXDOT disk monument found disturbed (controlling monument) bears North 44° 59' 14" East, a distance of 2,218.05 feet;**

THENCE, departing the existing southeasterly right-of-way line of said Interstate Highway 20, over and across said Tract Three, the following three (3) courses and distances:

2. South 45° 00' 10" East, a distance of 100.03 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most easterly corner of herein described Parcel P00066777.001 and being 249.95 feet left of and at a right angle to approved schematic baseline station 540+50.00, from which a 3/8-inch iron rod found for the most easterly ell corner of said Tract Three, and the southwest ell corner of a called 320 acre tract of land recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, bears South 69° 43' 58" East, a distance of 1,999.80 feet;**

County: Midland
Highway: Interstate Highway 20
Parcel P00066777.001
STA. 540+50.00 TO STA. 543+50.00
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022
Revised: February 26, 2024

Description for Parcel P00066777.001

3. South 44° 59' 50" West, a distance of 300.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most southerly corner of herein described Parcel P00066777.001 and being 249.96 feet left of and at a right angle to approved schematic baseline station 543+50.00;**

4. North 45° 00' 10" West, a distance of 99.97 feet to the **POINT OF BEGINNING** and containing 30,000 square feet (or 0.6887 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 3500
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

February 26, 2024



EXHIBIT "A"
SHEET 3 OF 4

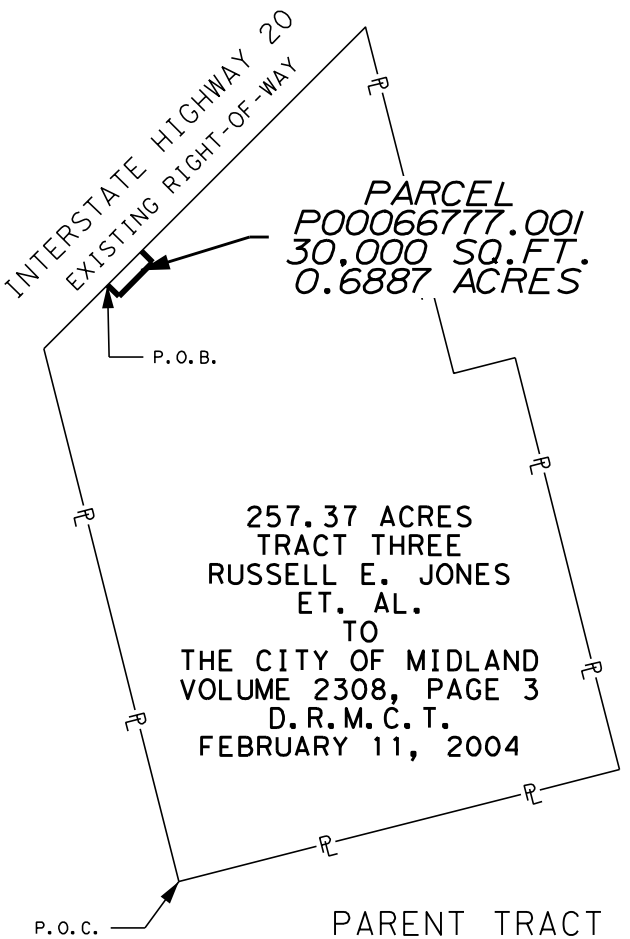
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE (PL)
SURVEY LINE (SL)
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
257.37	0.6887	256.6813	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

02/26/2024

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

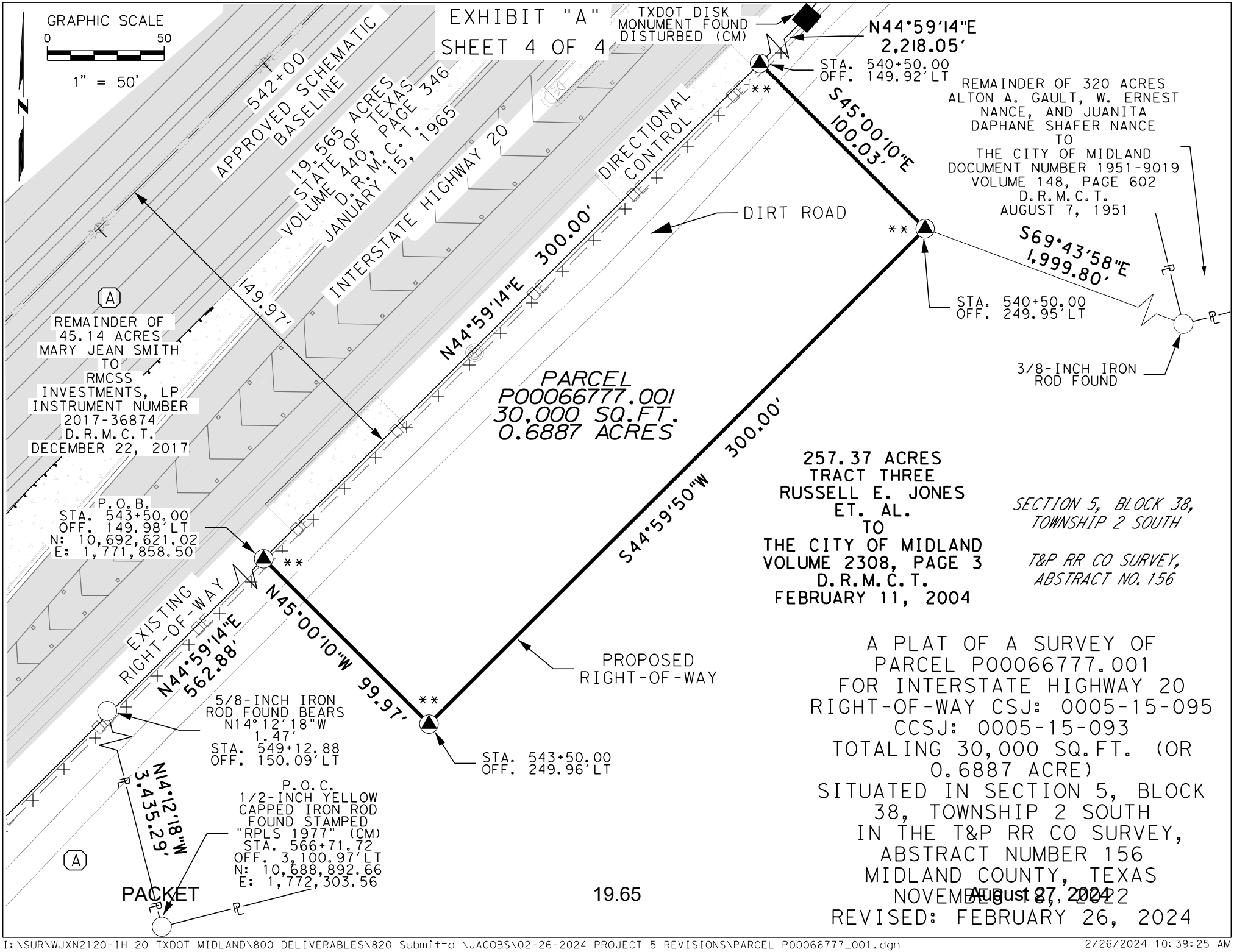
Jacobs
1999 BRYAN STREET, SUITE 3500
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

PACKET 1964

A PLAT OF A SURVEY OF PARCEL P00066777.001 FOR INTERSTATE HIGHWAY 20 RIGHT-OF-WAY CSJ: 0005-15-095 CCSJ: 0005-15-093 TOTALING 30,000 SQ.FT. (OR 0.6887 ACRE) SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156 MIDLAND COUNTY, TEXAS

NOVEMBER 18, 2022
REVISED: FEBRUARY 26, 2024

August 27, 2024



PACKET
19.65
August 27, 2024

CobbFendley

June 20, 2024

The City of Midland, Texas
Attn: Tommy Gonzalez, City Manager
300 N. Loraine
Midland, TX 79701-4725

County: Midland
Highway No.: IH 20
Location: south side of IH-20, between CR 307 and SH 158, Midland, Midland County, TX 79706
Project No.: R00007319
ROW CSJ No.: 0005-15-095
District: Odessa
Parcel No.: P00066777.001

Dear Property Owner(s):

You have indicated a willingness to sign a deed for your property which consists of 30,000 square feet located at south side of IH-20, between CR 307 and SH 158, Midland, Midland County, TX 79706.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of $144,960.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to WFG National Title Company, agent for the State.

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC
Right-of-Way Project Manager
Cobb, Fendley & Associates, Inc. on behalf of the
Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."*

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Property Owner's Signature

Property Owner's Signature

Date

Date

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

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.

Texas Department of Transportation
Form ROW-N-14
(Rev. 11/20)

DEED

TxDOT ROW CSJ: 0005-15-095

TxDOT Parcel ID: P00066777.001

Grantor(s), whether one or more:
The City of Midland, Texas

Grantor's Mailing Address (including county):
300 N. Loraine
Midland, Midland County, TX 79701-4725

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of ONE HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED SIXTY and no/100 Dollars ($144,960.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, 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 Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: THE CITY OF MIDLAND, TEXAS

By: _____

Title: _____

Corporate Acknowledgment

State of _____
County of _____

This instrument was acknowledged before me on _____
by _____, _____
of The City of Midland, Texas on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

AFTER RECORDING, RETURN TO:
WFG National Title Company
4606 Park Springs Blvd., Suite 110
Arlington, Texas 76017-1895

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00066777.001
STA. 540+50.00 TO STA. 543+50.00
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022
Revised: February 26, 2024

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COMMENCING, at a 1/2-inch yellow capped iron rod found (controlling monument) stamped "RPLS 1977" for the southwest corner of said section 5 and the southwest corner of said Tract Three, said 1/2-inch iron rod having a surface coordinate of N: 10,688,892.66, E: 1,772,303.56 and being 3,100.97 feet left of and at a right angle to approved schematic baseline station 566+71.72;

THENCE, North 14° 12' 18" West, along the west line of said Tract Three, a distance of 3,435.29 feet to a point in the existing southeasterly right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 19.565 acre tract conveyed to the State of Texas, as recorded in Volume 440, Page 346, Deed Records, Midland County, Texas, said point being the common northwest corner of said Tract Three and the northeast corner of a remainder of a called 45.14 acre tract conveyed by Mary Jean Smith to RMCSS Investments, LP recorded on December 22, 2017 in Instrument Number 2017-36874 Deed Records, Midland County, Texas, said point being 150.09 feet left of and at a right angle to approved schematic baseline station 549+12.88, from which a 5/8-inch iron rod found bears North 14° 12' 18" West, a distance of 1.47 feet;

THENCE, North 44° 59' 14" East, coincident with the northwesterly line of said Tract Three and the existing southeasterly right-of-way line of said Interstate Highway 20, a distance of 562.88 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING** for the most westerly corner of herein described Parcel P00066777.001 having a surface coordinate of N: 10,692,621.02, E: 1,771,858.50 and being 149.98 feet left of and at a right angle to approved schematic baseline station 543+50.00;**

1. **THENCE**, North 44° 59' 14" East, continuing along the northwesterly line of said Tract Three and the existing southeasterly right-of-way line of said Interstate Highway 20, a distance of 300.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most northerly corner of herein described Parcel P00066777.001 and being 149.92 feet left of and at a right angle to approved schematic baseline station 540+50.00, from which a TXDOT disk monument found disturbed (controlling monument) bears North 44° 59' 14" East, a distance of 2,218.05 feet;**

THENCE, departing the existing southeasterly right-of-way line of said Interstate Highway 20, over and across said Tract Three, the following three (3) courses and distances:

2. South 45° 00' 10" East, a distance of 100.03 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most easterly corner of herein described Parcel P00066777.001 and being 249.95 feet left of and at a right angle to approved schematic baseline station 540+50.00, from which a 3/8-inch iron rod found for the most easterly ell corner of said Tract Three, and the southwest ell corner of a called 320 acre tract of land recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, bears South 69° 43' 58" East, a distance of 1,999.80 feet;**

County: Midland
Highway: Interstate Highway 20
Parcel P00066777.001
STA. 540+50.00 TO STA. 543+50.00
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022
Revised: February 26, 2024

Description for Parcel P00066777.001

3. South 44° 59' 50" West, a distance of 300.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the most southerly corner of herein described Parcel P00066777.001 and being 249.96 feet left of and at a right angle to approved schematic baseline station 543+50.00;**

4. North 45° 00' 10" West, a distance of 99.97 feet to the **POINT OF BEGINNING** and containing 30,000 square feet (or 0.6887 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 3500
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

February 26, 2024



EXHIBIT "A"
SHEET 3 OF 4

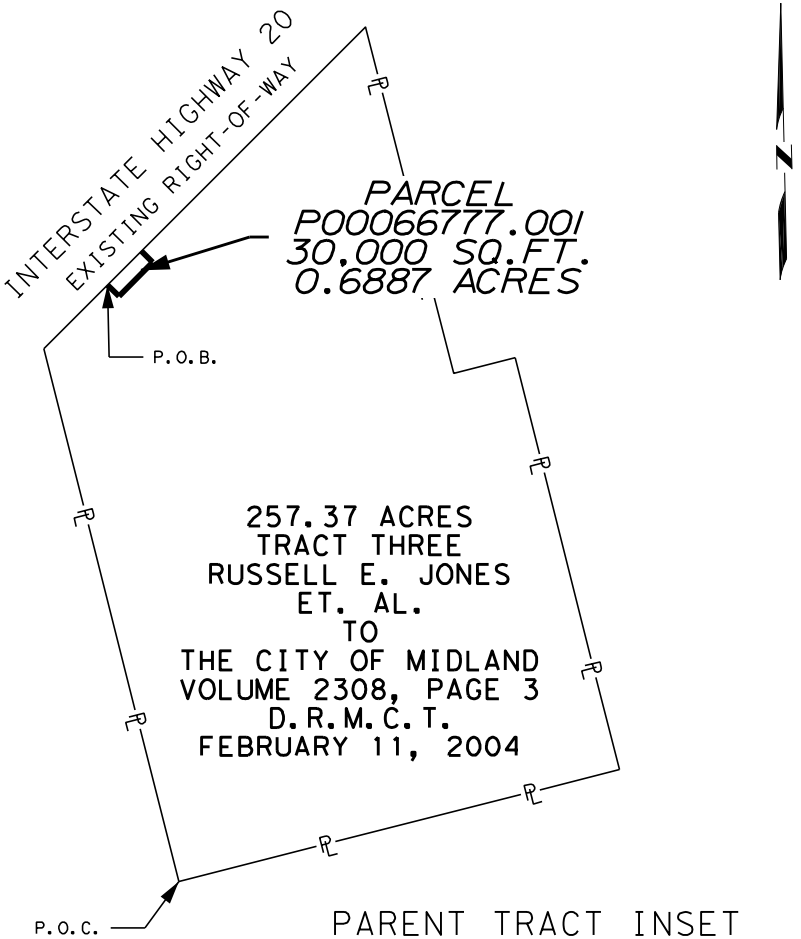
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE (PL)
SURVEY LINE (SL)
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
257.37	0.6887	256.6813	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

02/26/2024

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

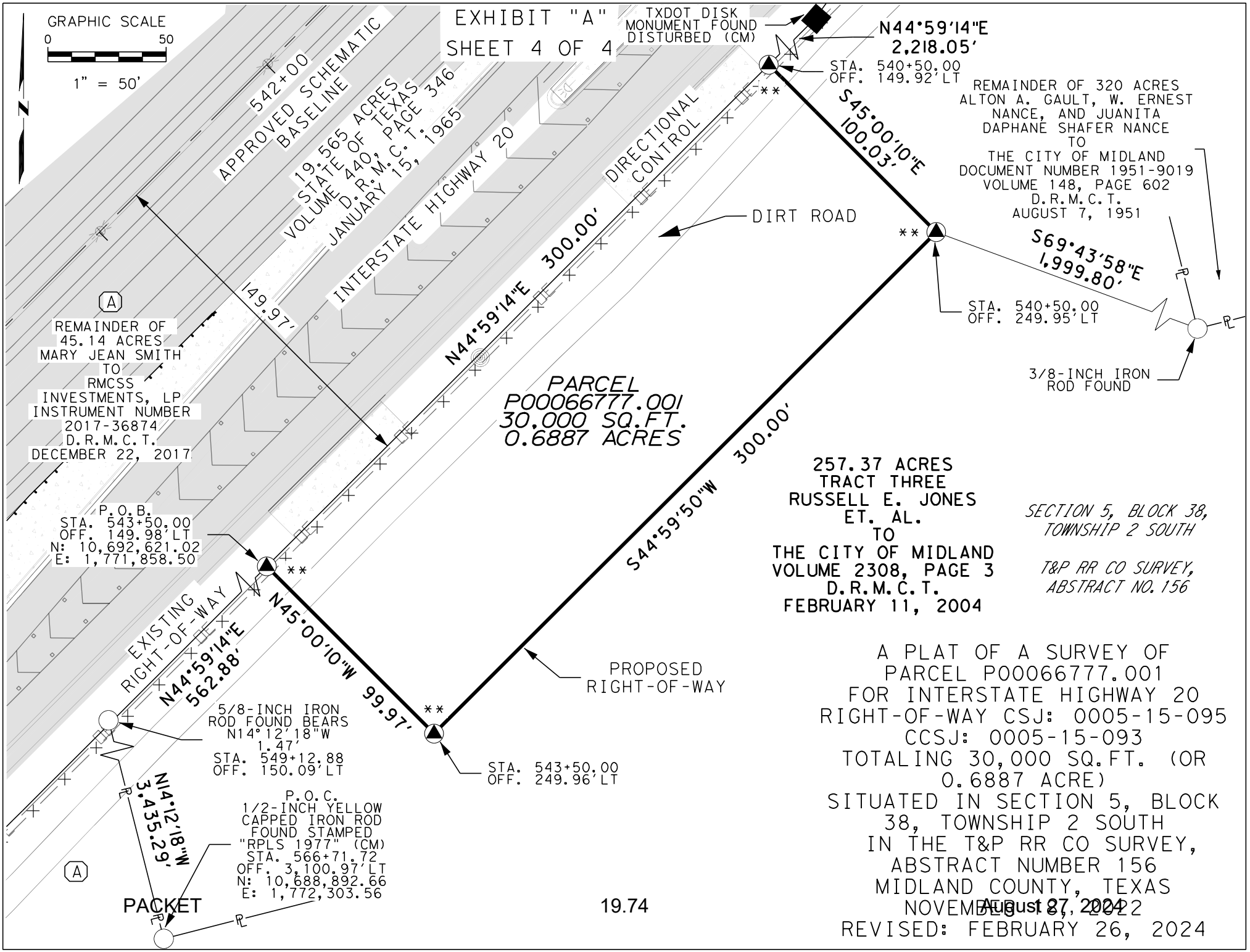
Jacobs
1999 BRYAN STREET, SUITE 3500
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

PACKET 1973

A PLAT OF A SURVEY OF PARCEL P00066777.001 FOR INTERSTATE HIGHWAY 20 RIGHT-OF-WAY CSJ: 0005-15-095 CCSJ: 0005-15-093 TOTALING 30,000 SQ.FT. (OR 0.6887 ACRE) SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156 MIDLAND COUNTY, TEXAS

NOVEMBER 18, 2022
REVISED: FEBRUARY 26, 2024

August 27, 2024



I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\800 DELIVERABLES\820 Submittal\JACOBS\02-26-2024 PROJECT 5 REVISIONS\PARCEL P00066777_001.dgn 2/26/2024 10:39:25 AM LeeBM

CobbFendley

June 3, 2024

City of Midland
Attn: Tommy Gonzalez, City Manager
300 N. Loraine
Midland, TX 79701-4725

County: Midland
Highway No.: IH 20
Location: 3600 E IH-20, Midland, 79706-6571
Project No.: R0000713
ROW CSJ No.: 0005-15-095
District: Odessa
Parcel No.: P00056452.001 & .002 (E)

Dear Property Owner(s):

You have indicated a willingness to sign a deed for a drainage easement which consists of 21,276 square feet located at the 3600 E IH-20, Midland, 79706-6571.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of $29,025.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

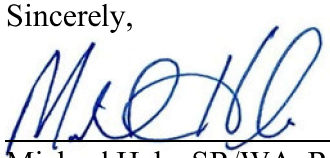
It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to WFG National Title Company, agent for the State.

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Michael Hale, SR/WA, R/W-URAC, R/W-RAC, R/W-NAC
Right-of-Way Project Manager
Cobb, Fendley & Associates, Inc. on behalf of the
Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."*

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

Property Owner's Signature	Property Owner's Signature
Date	Date

One Ridgmar Centre | 6500 West Freeway, Ste. 300 | Fort Worth, Texas 76116 | Phone: 817.445.1016 | Fax: 817.445.1017
www.cobbfendley.com
TBPELS Engineering Firm No. F-274 | Land Surveying Branch No. 10194167

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION

STATE OF TEXAS	§	ROW CSJ: 0005-15-095
	§	Parcel ID: P00056452.001 & 002 (E)
COUNTY OF MIDLAND	§	Project No.: R00007319

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between the State of Texas, acting by and through the Texas Department of Transportation (the "State"), and City of Midland (the "Grantor" whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing a portion of Highway No. IH 20 (the "Highway Construction Project"). The property subject to this Agreement is described more fully in field notes and plat map (attached as "Exhibit A" and Exhibit "B") and made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of ZERO Dollars ($0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0 percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of THREE THOUSAND AND 00/100 Dollars ($3,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:

   (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
   (ii) will not be refunded to the State upon any acquisition of the Property by the State.

4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").

5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.

6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.

7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.

9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that

acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.

11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.

12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

14. It is agreed the State will record this document.

15. Other conditions: .

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR: **City of Midland**

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____,

by _____, as_____

of City of Midland, on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

THE STATE OF TEXAS

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

By: _____
Crystal Damron, Right-of-Way Project Delivery Manager

Date: _____

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00056452.001 Easement
STA. 510+35.18 TO STA. 511+05.62
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022

Description for Parcel P00056452.001 Easement

A description of a 7,301 square feet (or 0.1676 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156 and in Section 44, Block 38, Township 1 South in the T&P RR Company Survey, Abstract No. 1201, Midland County, Texas, and being a remainder of a called 320 acre tract of land described in Warranty Deed recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, said 7,301 square feet (or 0.1676 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TXDOT concrete monument found (controlling monument & record monument) on the existing south right-of-way line of Farm Road 307 (a variable width right-of-way), conveyed to the State of Texas, as recorded in Volume 93, Page 520, Deed Records, Midland County, Texas, said TXDOT concrete monument being the common corner of a called 3.316 acre tract conveyed to the State of Texas, as recorded in Volume 519, Page 39, Deed Records, Midland County, Texas, and being on the north line of said remainder of 320 acre tract, said TXDOT concrete monument having a surface coordinate of N: 10,694,947.16, E: 1,774,526.78 and being 392.01 feet left of and at a right angle to approved schematic baseline station 508+18.42, from which a TXDOT concrete monument found (controlling monument & record monument) bears along a non-tangent curve to the left having a radius of 5,789.58 feet, through a central angle of 10° 30' 28", an arc distance of 1,061.79 feet, and a long chord which bears North 80° 52' 28" East, a distance of 1,060.31 feet;

THENCE, South 75° 10' 51" West, coincident with the common line of said remainder of 320 acre tract and said south right-of-way line of Farm Road 307, a distance of 250.75 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING**, said 5/8-inch iron rod being the northeast corner of herein described Parcel P00056452.001 having a surface coordinate of N: 10,694,883.03, E: 1,774,284.37 and being 265.95 feet left of and at a right angle to approved schematic baseline station 510+35.18;**

THENCE, departing said common line, over and across said remainder of 320 acre tract the following three (3) courses and distances:

1. South 28° 06' 01" East, a distance of 114.89 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southeast corner of the herein described Parcel P00056452.001 and being 375.87 feet left of and at a right angle to approved schematic baseline station 510+68.58;**

2. South 44° 59' 53" West, a distance of 36.38 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set in the northeast line of a called 1.056 acre easement conveyed to the State of Texas, as recorded in Volume 442, Page 1, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the southwest corner of herein described Parcel P00056452.001 and being 375.87 feet left of and at a right angle to approved schematic baseline station 511+04.96, from which a 3/8-inch iron rod found for the most westerly ell corner of said 320 acre tract coincident with the east line of a called 257.37 acre tract of land described as tract three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, bears South 06° 16' 36" West, a distance of 2,702.41 feet;**

Description for Parcel P00056452.001 Easement

3. North 45° 15' 09" West, along the northeast line of said easement, a distance of 150.90 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set in the existing south right-of-way line of said Farm Road 307, said 5/8 inch iron rod being the northwest corner of the herein described Parcel P00056452.001 and being 224.98 feet left of and at a right angle to approved schematic baseline station 511+05.62;**

4. **THENCE**, North 75° 10' 51" East, coincident with the north line of said remainder of 320 acre tract and said existing south right-of-way line of Farm Road 307, a distance of 81.49 feet to the **POINT OF BEGINNING** and containing 7,301 square feet (or 0.1676 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

November 18, 2022



EXHIBIT "A"
SHEET 3 OF 4

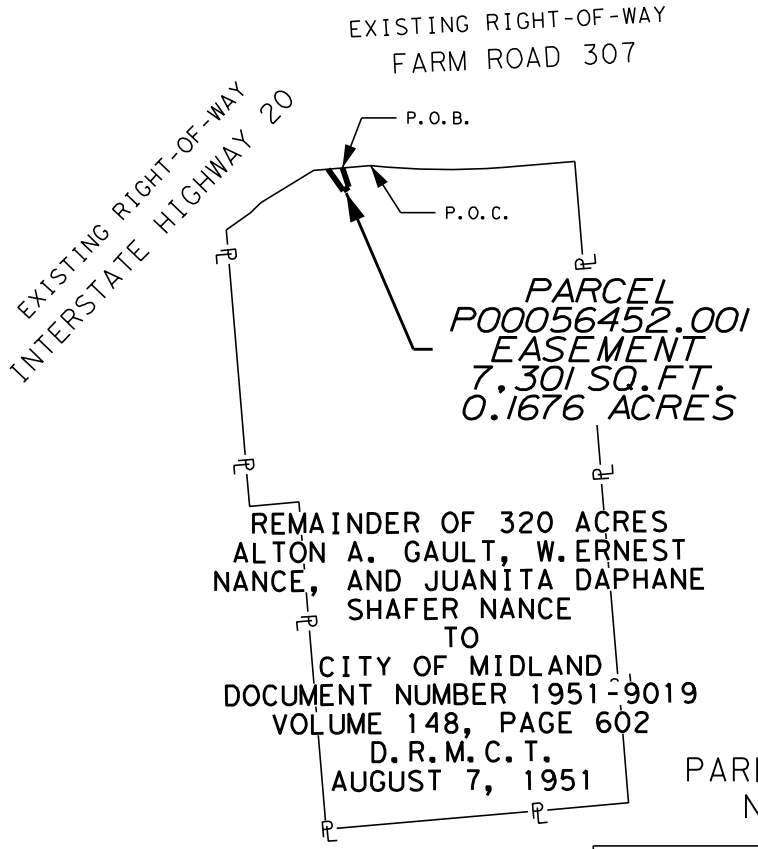
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4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE (PL)
SURVEY LINE (SL)
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING (CALC)	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
318.5941	0.1676	318.4265	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

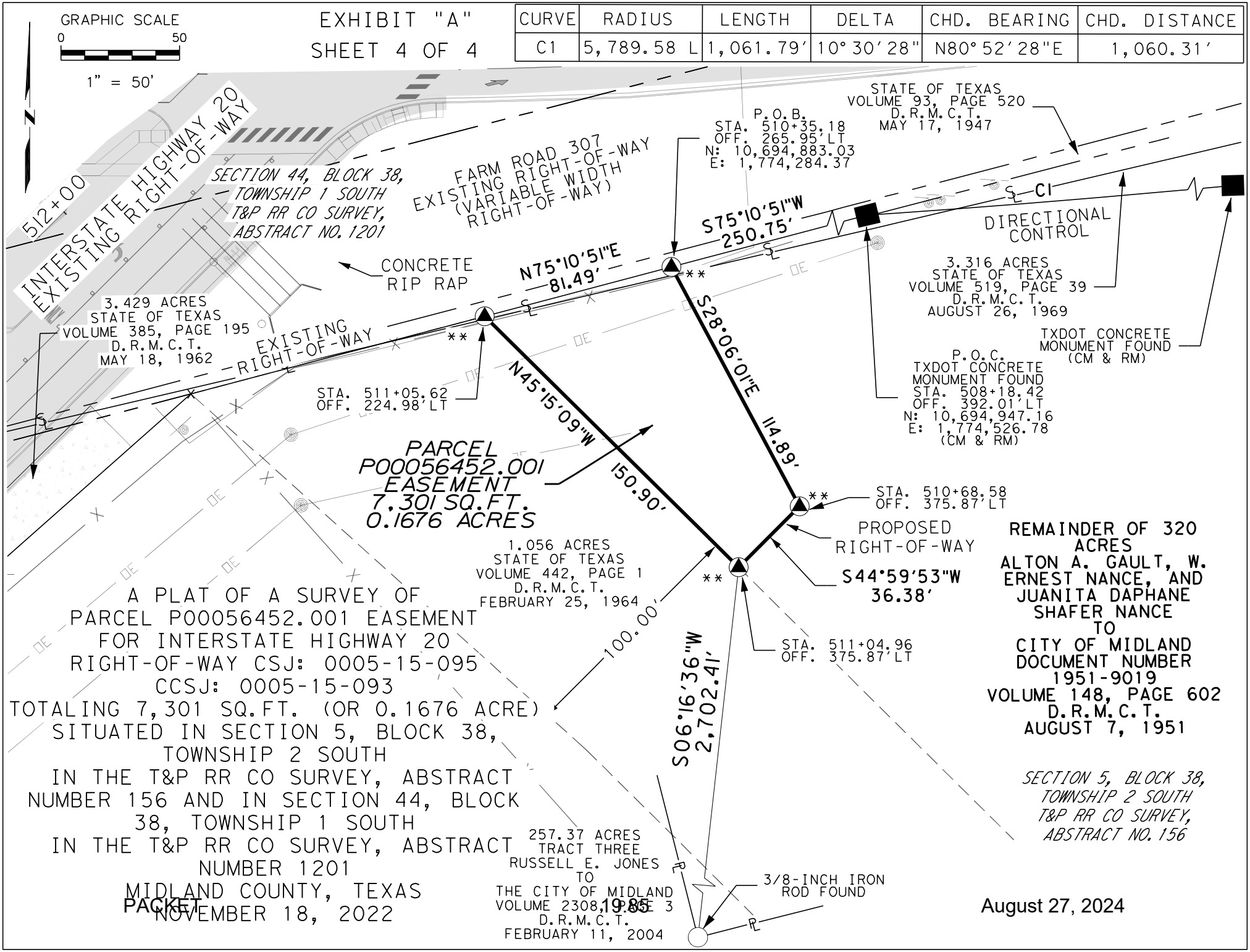
11/18/22

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs
1999 BRYAN STREET, SUITE 1200
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

A PLAT OF A SURVEY OF
PARCEL P00056452.001 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 7,301 SQ.FT. (OR 0.1676 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156 AND
IN SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 1201
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

PACKET 19.84 August 27, 2024



I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.001 (EASEMENT)\WJXN2120 P00056452_001.dgn 11/20/2022 11:55:27 AM

LeeBM

EXHIBIT "B"

County: Midland
Highway: Interstate Highway 20
Parcel P00056452.002 Easement
STA. 512+05.37 TO STA. 513+50.29
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022

Description for Parcel P00056452.002 Easement

A description of a 13,975 square feet (or 0.3208 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156, Midland County, Texas, and being a remainder of a called 320 acre tract of land described in Warranty Deed recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, said 13,975 square feet (or 0.3208 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TXDOT concrete monument found (controlling monument & record monument) on the existing south right-of-way line of Farm Road 307 (a variable width right-of-way), conveyed to the State of Texas, as recorded in Volume 93, Page 520, Deed Records, Midland County, Texas, said TXDOT concrete monument being the common corner of a called 3.316 acre tract conveyed to the State of Texas, as recorded in Volume 519, Page 39, Deed Records, Midland County, Texas, and being on the north line of said remainder of said called 320 acre tract, said TXDOT concrete monument found having a surface coordinate of N: 10,694,947.16, E: 1,774,526.78 and being 392.01 feet left of and at a right angle to approved schematic baseline station 508+18.42, from which a TXDOT concrete monument found (controlling monument & record monument) bears along a non-tangent curve to the left having a radius of 5,789.58 feet, through a central angle of 10° 30' 28", an arc distance of 1,061.79 feet, and a long chord which bears North 80° 52' 28" East, a distance of 1,060.31 feet;

THENCE, South 75° 10' 51" West, coincident with the common line of said remainder of 320 acre tract and said south right-of-way line to Farm Road 307, a distance of 460.48 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING** at the northwest corner of a called 1.056 acre easement conveyed to the State of Texas, as recorded in Volume 442, Page 1, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the northeast corner of herein described Parcel P00056452.002 having a surface coordinate of N: 10,694,829.38, E: 1,774,081.61 and being 160.50 feet left of and at a right angle to approved schematic baseline station 512+16.47;**

THENCE, departing said common line, over and across said remainder of 320 acre tract the following five (5) courses and distances:

1. South 47° 57' 09" East, along the southwest line of said easement, a distance of 215.66 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southeast corner of the herein described Parcel P00056452.002 and being 375.87 feet left of and at a right angle to approved schematic baseline station 512+05.37;**

2. South 44° 59' 53" West, a distance of 68.21 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southwest corner of herein described Parcel P00056452.002 and being 375.88 feet left of and at a right angle to approved schematic baseline station 512+73.58, from which a 3/8-inch iron rod found for the most westerly ell corner of said remainder of 320 acre tract coincident with the east line of a called 257.37 acre tract of land described as tract three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, bears South 03° 55' 38" West, a distance of 2,573.02 feet;**

3. North 45° 00' 07" West, a distance of 213.75 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for corner, said 5/8-inch iron rod being 162.12 feet left of and at a right angle to approved schematic baseline station 512+73.58;**

4. South 48° 23' 54" West, a distance of 76.85 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for corner, said 5/8-inch iron rod being 157.56 feet left of and at a right angle to approved schematic baseline station 513+50.29;**

Description for Parcel P00056452.002 Easement

5. North 41° 36' 06" West, a distance of 5.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set on the common line of said remainder of 320 acre tract and the existing south right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 3.429 acre tract conveyed to the State of Texas, as recorded in Volume 385, Page 195, Deed Records, Midland County, Texas, said 5/8 inch iron rod being the northwest corner of the herein described Parcel P00056452.002 and being 152.57 feet left of and at a right angle to approved schematic baseline station 513+49.99;**

6. **THENCE**, North 48° 23' 54" East, coincident with the common line of said remainder of 320 acre tract and said existing south right-of-way line of Interstate Highway 20, a distance of 133.76 feet to the **POINT OF BEGINNING** and containing 13,975 square feet (or 0.3208 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790

Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

November 18, 2022



EXHIBIT "B"

SHEET 3 OF 4

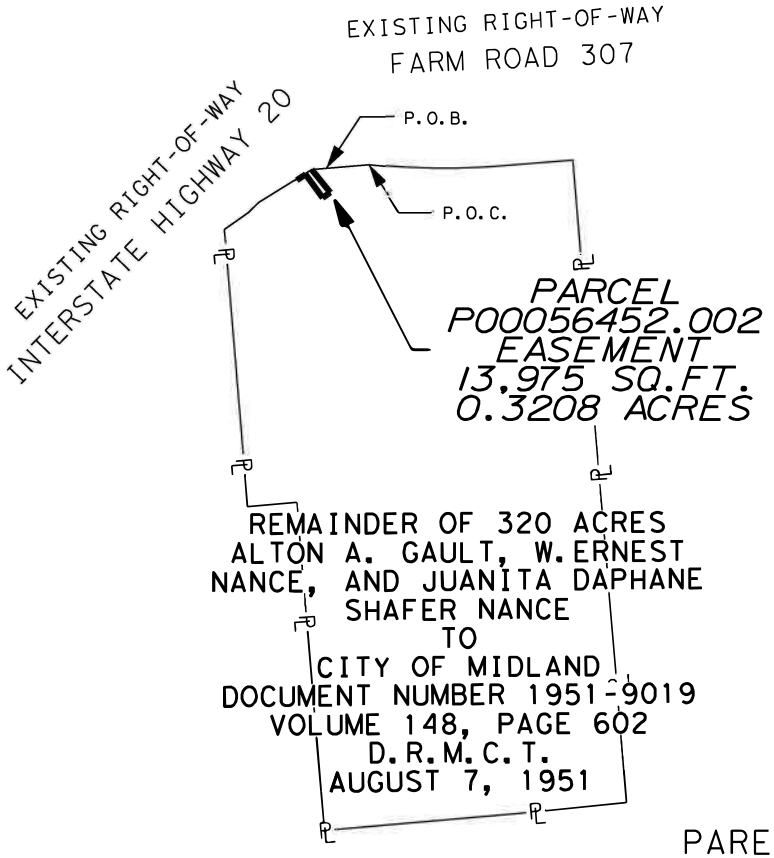
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE
SURVEY LINE
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

○ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING (CALC)	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
318.5941	0.3208	318.2733	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

11/18/22

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

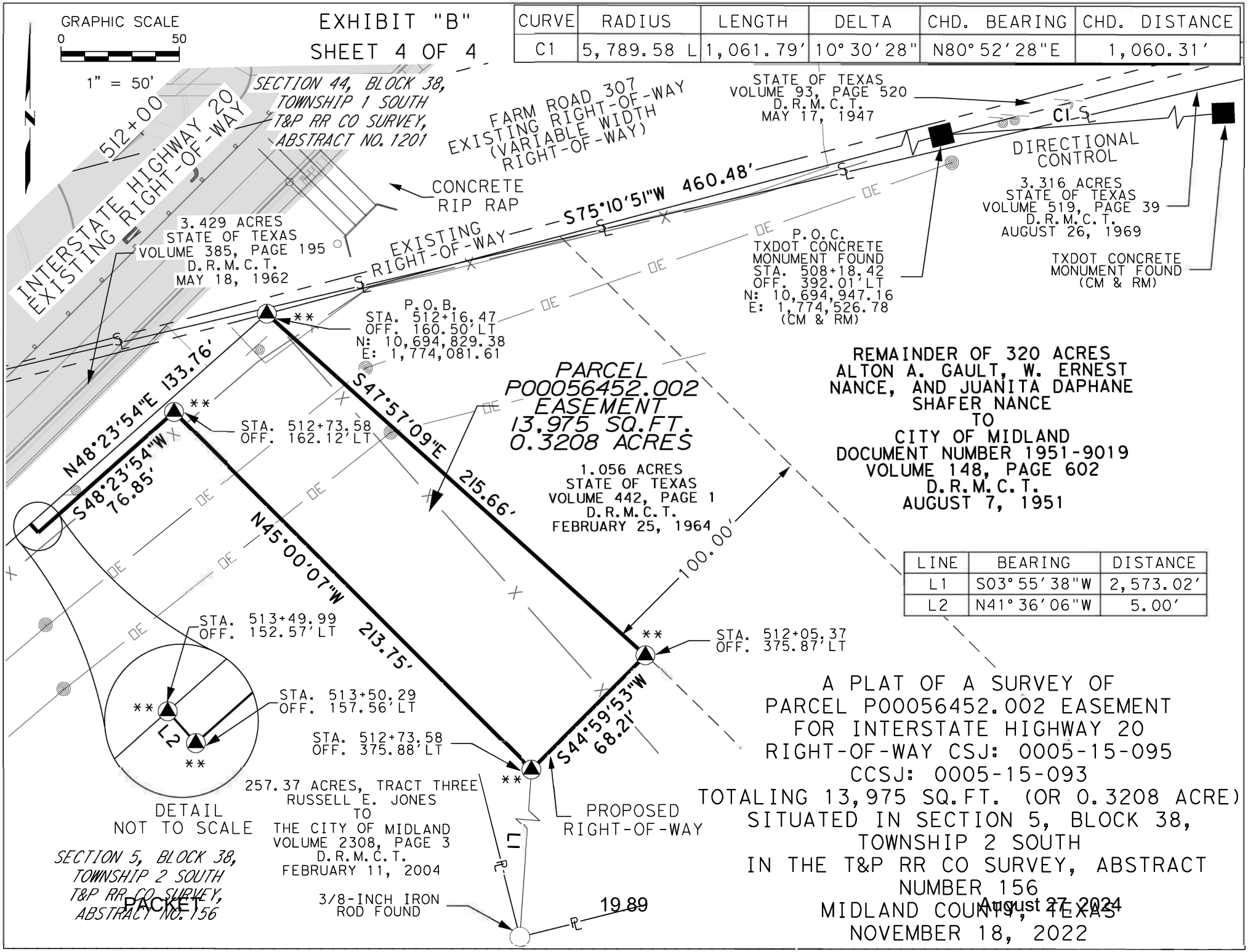
Jacobs
1999 BRYAN STREET, SUITE 1200
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

A PLAT OF A SURVEY OF
PARCEL P00056452.002 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 13,975 SQ.FT. (OR 0.3208 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

PACKET 19.88 August 27, 2024

LeeBM

I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.002 (EASEMENT)\WJXN2120 P00056452_002.dgn 11/20/2022 12:14:08 PM


GRAPHIC SCALE
0 50
1" = 50'
EXHIBIT "B"
SHEET 4 OF 4
CURVE | RADIUS | LENGTH | DELTA | CHD. BEARING | CHD. DISTANCE
C1 | 5,789.58 L | 1,061.79' | 10°30'28" | N80°52'28"E | 1,060.31'
SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH T&P RR CO SURVEY, ABSTRACT NO. 1201
FARM ROAD 307 EXISTING RIGHT-OF-WAY (VARIABLE WIDTH RIGHT-OF-WAY)
STATE OF TEXAS VOLUME 93, PAGE 520 D.R.M.C.T. MAY 17, 1947
INTERSTATE HIGHWAY 20 EXISTING RIGHT-OF-WAY
512+00
CONCRETE RIP RAP
EXISTING RIGHT-OF-WAY
S75°10'51"W 460.48'
3.429 ACRES STATE OF TEXAS VOLUME 385, PAGE 195 D.R.M.C.T. MAY 18, 1962
P.O.C. TXDOT CONCRETE MONUMENT FOUND STA. 508+18.42 OFF. 392.01' LT N: 10,694,947.16 E: 1,774,526.78 (CM & RM)
3.316 ACRES STATE OF TEXAS VOLUME 519, PAGE 39 D.R.M.C.T. AUGUST 26, 1969
DIRECTIONAL CONTROL
TXDOT CONCRETE MONUMENT FOUND (CM & RM)
P.O.B. STA. 512+16.47 OFF. 160.50' LT N: 10,694,829.38 E: 1,774,081.61
N48°23'54"E 133.76'
S48°23'54"W 76.85'
STA. 512+73.58 OFF. 162.12' LT
S47°57'09"E 215.66'
PARCEL P00056452.002 EASEMENT 13,975 SQ.FT. 0.3208 ACRES
1.056 ACRES STATE OF TEXAS VOLUME 442, PAGE 1 D.R.M.C.T. FEBRUARY 25, 1964
REMAINDER OF 320 ACRES ALTON A. GAULT, W. ERNEST NANCE, AND JUANITA DAPHANE SHAFER NANCE TO CITY OF MIDLAND DOCUMENT NUMBER 1951-9019 VOLUME 148, PAGE 602 D.R.M.C.T. AUGUST 7, 1951
N45°00'07"W 213.75'
100.00'
LINE | BEARING | DISTANCE
L1 | S03°55'38"W | 2,573.02'
L2 | N41°36'06"W | 5.00'
STA. 513+49.99 OFF. 152.57' LT
STA. 512+05.37 OFF. 375.87' LT
STA. 513+50.29 OFF. 157.56' LT
L2
STA. 512+73.58 OFF. 375.88' LT
S44°59'53"W 68.21'
DETAIL NOT TO SCALE
257.37 ACRES, TRACT THREE RUSSELL E. JONES TO THE CITY OF MIDLAND VOLUME 2308, PAGE 3 D.R.M.C.T. FEBRUARY 11, 2004
PROPOSED RIGHT-OF-WAY
L1
R
19.89
3/8-INCH IRON ROD FOUND
SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH T&P RR CO SURVEY, ABSTRACT NO. 156
A PLAT OF A SURVEY OF PARCEL P00056452.002 EASEMENT FOR INTERSTATE HIGHWAY 20 RIGHT-OF-WAY CSJ: 0005-15-095 CCSJ: 0005-15-093 TOTALING 13,975 SQ.FT. (OR 0.3208 ACRE) SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156 MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022
PACKET
August 27, 2024
LeeBM
I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.002 (EASEMENT)\WJXN2120 P00056452_002.dgn 11/20/2022 12:16:11 PM

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DRAINAGE EASEMENT FOR HIGHWAY PURPOSES

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

ROW CSJ: 0005-15-095

KNOW ALL MEN BY THESE PRESENTS:

That, City of Midland of the County of Midland, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of TWENTY-NINE THOUSAND TWENTY-FIVE AND 00/100 Dollars ($29,025.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement in, along, upon and across the property which is situated in the County of Midland, State of Texas, which is more particularly described in Exhibit “A” and Exhibit “B”, which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across said premises described in Exhibit “A” and Exhibit “B” together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit “A” and Exhibit “B”; SAVE and EXCEPT, NONE.

HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the aforesaid property, to wit: NONE.

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from said premises by the State.

TO HAVE AND TO HOLD the premises described in Exhibit "A" and Exhibit "B" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the State of Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the State of Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, _____.

GRANTOR: **City of Midland**

By: _____

Printed Name: _____

Title: _____

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____,

by _____, as_____

of City of Midland, on behalf of said entity.

The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

EXHIBIT "A"

County: Midland
Highway: Interstate Highway 20
Parcel P00056452.001 Easement
STA. 510+35.18 TO STA. 511+05.62
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022

Description for Parcel P00056452.001 Easement

A description of a 7,301 square feet (or 0.1676 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156 and in Section 44, Block 38, Township 1 South in the T&P RR Company Survey, Abstract No. 1201, Midland County, Texas, and being a remainder of a called 320 acre tract of land described in Warranty Deed recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, said 7,301 square feet (or 0.1676 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TXDOT concrete monument found (controlling monument & record monument) on the existing south right-of-way line of Farm Road 307 (a variable width right-of-way), conveyed to the State of Texas, as recorded in Volume 93, Page 520, Deed Records, Midland County, Texas, said TXDOT concrete monument being the common corner of a called 3.316 acre tract conveyed to the State of Texas, as recorded in Volume 519, Page 39, Deed Records, Midland County, Texas, and being on the north line of said remainder of 320 acre tract, said TXDOT concrete monument having a surface coordinate of N: 10,694,947.16, E: 1,774,526.78 and being 392.01 feet left of and at a right angle to approved schematic baseline station 508+18.42, from which a TXDOT concrete monument found (controlling monument & record monument) bears along a non-tangent curve to the left having a radius of 5,789.58 feet, through a central angle of 10° 30' 28", an arc distance of 1,061.79 feet, and a long chord which bears North 80° 52' 28" East, a distance of 1,060.31 feet;

THENCE, South 75° 10' 51" West, coincident with the common line of said remainder of 320 acre tract and said south right-of-way line of Farm Road 307, a distance of 250.75 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING**, said 5/8-inch iron rod being the northeast corner of herein described Parcel P00056452.001 having a surface coordinate of N: 10,694,883.03, E: 1,774,284.37 and being 265.95 feet left of and at a right angle to approved schematic baseline station 510+35.18;**

THENCE, departing said common line, over and across said remainder of 320 acre tract the following three (3) courses and distances:

1. South 28° 06' 01" East, a distance of 114.89 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southeast corner of the herein described Parcel P00056452.001 and being 375.87 feet left of and at a right angle to approved schematic baseline station 510+68.58;**

2. South 44° 59' 53" West, a distance of 36.38 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set in the northeast line of a called 1.056 acre easement conveyed to the State of Texas, as recorded in Volume 442, Page 1, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the southwest corner of herein described Parcel P00056452.001 and being 375.87 feet left of and at a right angle to approved schematic baseline station 511+04.96, from which a 3/8-inch iron rod found for the most westerly ell corner of said 320 acre tract coincident with the east line of a called 257.37 acre tract of land described as tract three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, bears South 06° 16' 36" West, a distance of 2,702.41 feet;**

Description for Parcel P00056452.001 Easement

3. North 45° 15' 09" West, along the northeast line of said easement, a distance of 150.90 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set in the existing south right-of-way line of said Farm Road 307, said 5/8 inch iron rod being the northwest corner of the herein described Parcel P00056452.001 and being 224.98 feet left of and at a right angle to approved schematic baseline station 511+05.62;**

4. **THENCE**, North 75° 10' 51" East, coincident with the north line of said remainder of 320 acre tract and said existing south right-of-way line of Farm Road 307, a distance of 81.49 feet to the **POINT OF BEGINNING** and containing 7,301 square feet (or 0.1676 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790
Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

November 18, 2022



EXHIBIT "A"
SHEET 3 OF 4

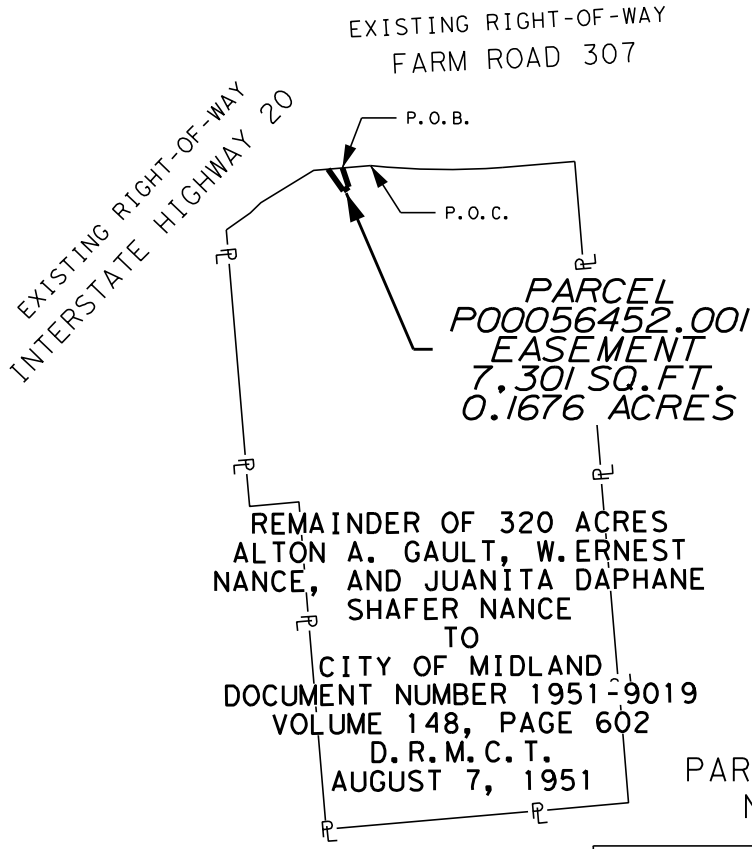
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE
SURVEY LINE
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

◯ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING (CALC)	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
318.5941	0.1676	318.4265	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

11/18/22

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs
1999 BRYAN STREET, SUITE 1200
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

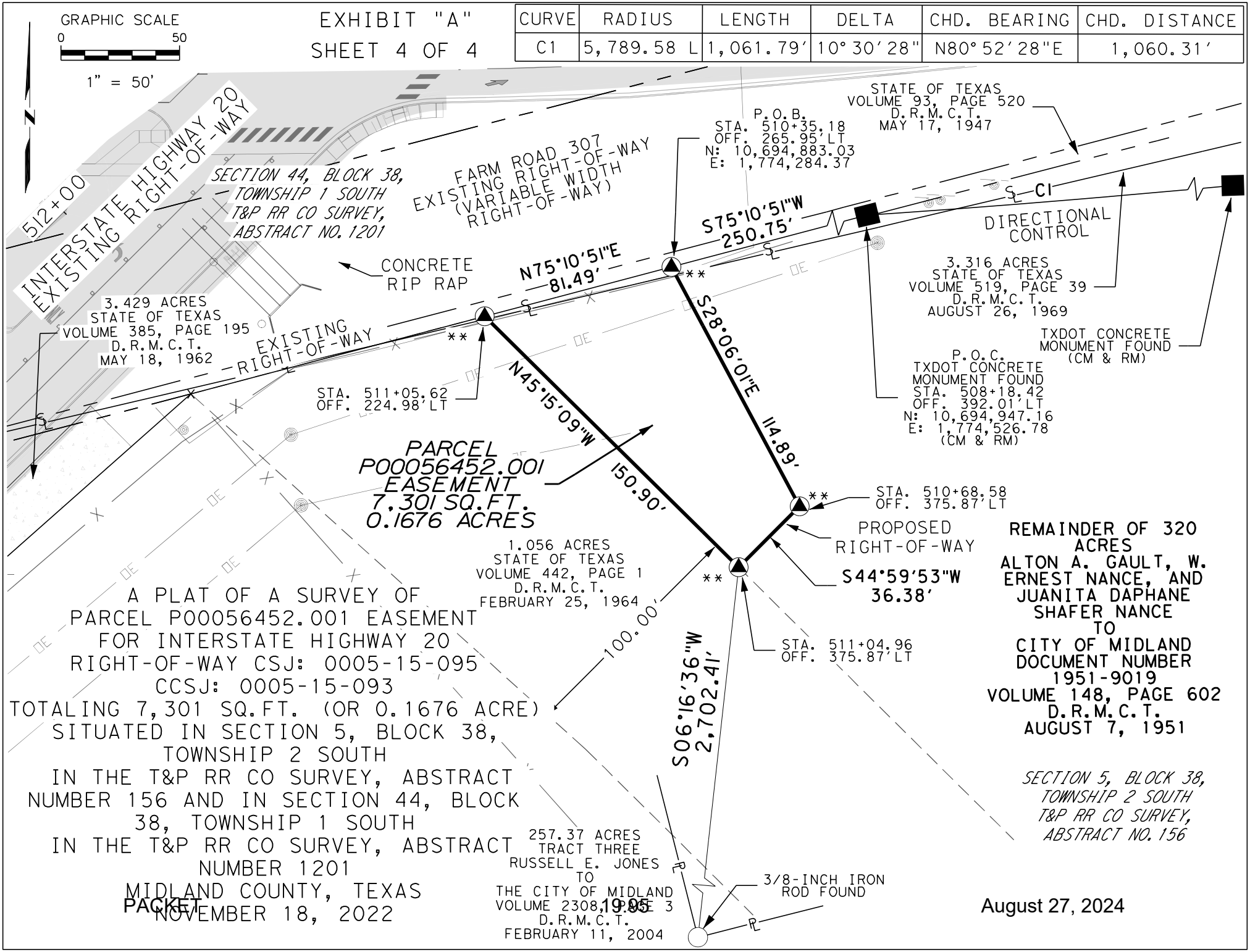
A PLAT OF A SURVEY OF PARCEL P00056452.001 EASEMENT FOR INTERSTATE HIGHWAY 20 RIGHT-OF-WAY CSJ: 0005-15-095 CCSJ: 0005-15-093

TOTALING 7,301 SQ.FT. (OR 0.1676 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156 AND IN SECTION 44, BLOCK 38, TOWNSHIP 1 SOUTH IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 1201
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

PACKET 19.04 August 27, 2024

I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.001 (EASEMENT)\WJXN2120 P00056452_001.dgn 11/20/2022 11:55:27 AM

LeeBM


GRAPHIC SCALE
0 50
1" = 50'
N
EXHIBIT "A"
SHEET 4 OF 4
CURVE | RADIUS | LENGTH | DELTA | CHD. BEARING | CHD. DISTANCE
C1 | 5,789.58 L | 1,061.79' | 10°30'28" | N80°52'28"E | 1,060.31'
INTERSTATE HIGHWAY 20
EXISTING RIGHT-OF-WAY
512+00
SECTION 44, BLOCK 38,
TOWNSHIP 1 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 1201
FARM ROAD 307
EXISTING RIGHT-OF-WAY
(VARIABLE WIDTH
RIGHT-OF-WAY)
P.O.B.
STA. 510+35.18
OFF. 265.95'LT
N: 10,694,883.03
E: 1,774,284.37
STATE OF TEXAS
VOLUME 93, PAGE 520
D.R.M.C.T.
MAY 17, 1947
S75°10'51"W
250.75'
N75°10'51"E
81.49'
CONCRETE
RIP RAP
DIRECTIONAL
CONTROL
3.316 ACRES
STATE OF TEXAS
VOLUME 519, PAGE 39
D.R.M.C.T.
AUGUST 26, 1969
TXDOT CONCRETE
MONUMENT FOUND
(CM & RM)
P.O.C.
TXDOT CONCRETE
MONUMENT FOUND
STA. 508+18.42
OFF. 392.01'LT
N: 10,694,947.16
E: 1,774,526.78
(CM & RM)
3.429 ACRES
STATE OF TEXAS
VOLUME 385, PAGE 195
D.R.M.C.T.
MAY 18, 1962
EXISTING
RIGHT-OF-WAY
STA. 511+05.62
OFF. 224.98'LT
N45°15'09"W
150.90'
S28°06'01"E
114.89'
PARCEL
P00056452.001
EASEMENT
7,301 SQ.FT.
0.1676 ACRES
STA. 510+68.58
OFF. 375.87'LT
PROPOSED
RIGHT-OF-WAY
S44°59'53"W
36.38'
1.056 ACRES
STATE OF TEXAS
VOLUME 442, PAGE 1
D.R.M.C.T.
FEBRUARY 25, 1964
100.00'
S06°16'36"W
2,702.41'
STA. 511+04.96
OFF. 375.87'LT
REMAINDER OF 320
ACRES
ALTON A. GAULT, W.
ERNEST NANCE, AND
JUANITA DAPHANE
SHAFER NANCE
TO
CITY OF MIDLAND
DOCUMENT NUMBER
1951-9019
VOLUME 148, PAGE 602
D.R.M.C.T.
AUGUST 7, 1951
SECTION 5, BLOCK 38,
TOWNSHIP 2 SOUTH
T&P RR CO SURVEY,
ABSTRACT NO. 156
257.37 ACRES
TRACT THREE
RUSSELL E. JONES
TO
THE CITY OF MIDLAND
VOLUME 2308, PAGE 3
D.R.M.C.T.
FEBRUARY 11, 2004
3/8-INCH IRON
ROD FOUND
A PLAT OF A SURVEY OF
PARCEL P00056452.001 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 7,301 SQ.FT. (OR 0.1676 ACRE)
SITUATED IN SECTION 5, BLOCK 38,
TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT
NUMBER 156 AND IN SECTION 44, BLOCK
38, TOWNSHIP 1 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT
NUMBER 1201
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022
August 27, 2024
I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.001 (EASEMENT)\WJXN2120 P00056452_001.dgn
11/20/2022 11:55:27 AM
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PACKET 19.05

EXHIBIT "B"

County: Midland
Highway: Interstate Highway 20
Parcel P00056452.002 Easement
STA. 512+05.37 TO STA. 513+50.29
R.O.W. CSJ: 0005-15-095
CCSJ: 0005-15-093

November 18, 2022

Description for Parcel P00056452.002 Easement

A description of a 13,975 square feet (or 0.3208 acre) parcel of land situated in Section 5, Block 38, Township 2 South in the T&P RR Company Survey, Abstract No. 156, Midland County, Texas, and being a remainder of a called 320 acre tract of land described in Warranty Deed recorded on August 7, 1951, conveyed by Alton A. Gault, W. Ernest Nance, and Juanita Daphane Shafer Nance to The City of Midland, as recorded in Volume 148, Page 602, Deed Records, Midland County, Texas, said 13,975 square feet (or 0.3208 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING, at a TXDOT concrete monument found (controlling monument & record monument) on the existing south right-of-way line of Farm Road 307 (a variable width right-of-way), conveyed to the State of Texas, as recorded in Volume 93, Page 520, Deed Records, Midland County, Texas, said TXDOT concrete monument being the common corner of a called 3.316 acre tract conveyed to the State of Texas, as recorded in Volume 519, Page 39, Deed Records, Midland County, Texas, and being on the north line of said remainder of said called 320 acre tract, said TXDOT concrete monument found having a surface coordinate of N: 10,694,947.16, E: 1,774,526.78 and being 392.01 feet left of and at a right angle to approved schematic baseline station 508+18.42, from which a TXDOT concrete monument found (controlling monument & record monument) bears along a non-tangent curve to the left having a radius of 5,789.58 feet, through a central angle of 10° 30' 28", an arc distance of 1,061.79 feet, and a long chord which bears North 80° 52' 28" East, a distance of 1,060.31 feet;

THENCE, South 75° 10' 51" West, coincident with the common line of said remainder of 320 acre tract and said south right-of-way line to Farm Road 307, a distance of 460.48 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the **POINT OF BEGINNING** at the northwest corner of a called 1.056 acre easement conveyed to the State of Texas, as recorded in Volume 442, Page 1, Deed Records, Midland County, Texas, said 5/8-inch iron rod being the northeast corner of herein described Parcel P00056452.002 having a surface coordinate of N: 10,694,829.38, E: 1,774,081.61 and being 160.50 feet left of and at a right angle to approved schematic baseline station 512+16.47;**

THENCE, departing said common line, over and across said remainder of 320 acre tract the following five (5) courses and distances:

1. South 47° 57' 09" East, along the southwest line of said easement, a distance of 215.66 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southeast corner of the herein described Parcel P00056452.002 and being 375.87 feet left of and at a right angle to approved schematic baseline station 512+05.37;**

2. South 44° 59' 53" West, a distance of 68.21 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for the southwest corner of herein described Parcel P00056452.002 and being 375.88 feet left of and at a right angle to approved schematic baseline station 512+73.58, from which a 3/8-inch iron rod found for the most westerly ell corner of said remainder of 320 acre tract coincident with the east line of a called 257.37 acre tract of land described as tract three in General Warranty Deed recorded on February 11, 2004, conveyed by Russell E. Jones to The City of Midland, as recorded in Volume 2308, Page 3, Deed Records, Midland County, Texas, bears South 03° 55' 38" West, a distance of 2,573.02 feet;**

3. North 45° 00' 07" West, a distance of 213.75 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for corner, said 5/8-inch iron rod being 162.12 feet left of and at a right angle to approved schematic baseline station 512+73.58;**

4. South 48° 23' 54" West, a distance of 76.85 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set for corner, said 5/8-inch iron rod being 157.56 feet left of and at a right angle to approved schematic baseline station 513+50.29;**

Description for Parcel P00056452.002 Easement

5. North 41° 36' 06" West, a distance of 5.00 feet to a 5/8-inch iron rod with 2-inch aluminum cap stamped "TXDOT ROW MONUMENT" set on the common line of said remainder of 320 acre tract and the existing south right-of-way line of Interstate Highway 20 (a variable width right-of-way), as described in a called 3.429 acre tract conveyed to the State of Texas, as recorded in Volume 385, Page 195, Deed Records, Midland County, Texas, said 5/8 inch iron rod being the northwest corner of the herein described Parcel P00056452.002 and being 152.57 feet left of and at a right angle to approved schematic baseline station 513+49.99;**

6. **THENCE**, North 48° 23' 54" East, coincident with the common line of said remainder of 320 acre tract and said existing south right-of-way line of Interstate Highway 20, a distance of 133.76 feet to the **POINT OF BEGINNING** and containing 13,975 square feet (or 0.3208 acres) of land.

NOTES:

** The monument described in this call, if destroyed or damaged during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction on project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

The Basis of Bearings is the Texas Coordinate System of 1983, Central Zone (4203), North American Datum (NAD 83) 2011 Adjustment, EPOCH 2010. All distances and coordinates shown are surface, unless otherwise noted, and may be converted to grid by dividing by the TxDOT combined scale factor of 1.0001241617 from a base point having a coordinate of North=10,664,612.851 and East=1,712,283.872. Unit of measure is US Survey Foot.

Station and Offset information refers to the approved schematic baseline station described in the Project Schematic Control Section Number 0005-15-093.

A survey plat of even date herewith accompanies the legal descriptions.

I, Mark E. Keeton, a Registered Professional Land Surveyor in the State of Texas, do hereby certifies that the land description and plat represent an actual survey made on the ground under my supervision.

Mark E. Keeton, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6790

Jacobs
1999 Bryan Street, Suite 1200
Dallas, Texas 75201-3136
Phone (214)-638-0145
Fax (214)-638-0447
TBPLS Firm # 10152300

November 18, 2022



EXHIBIT "B"

SHEET 3 OF 4

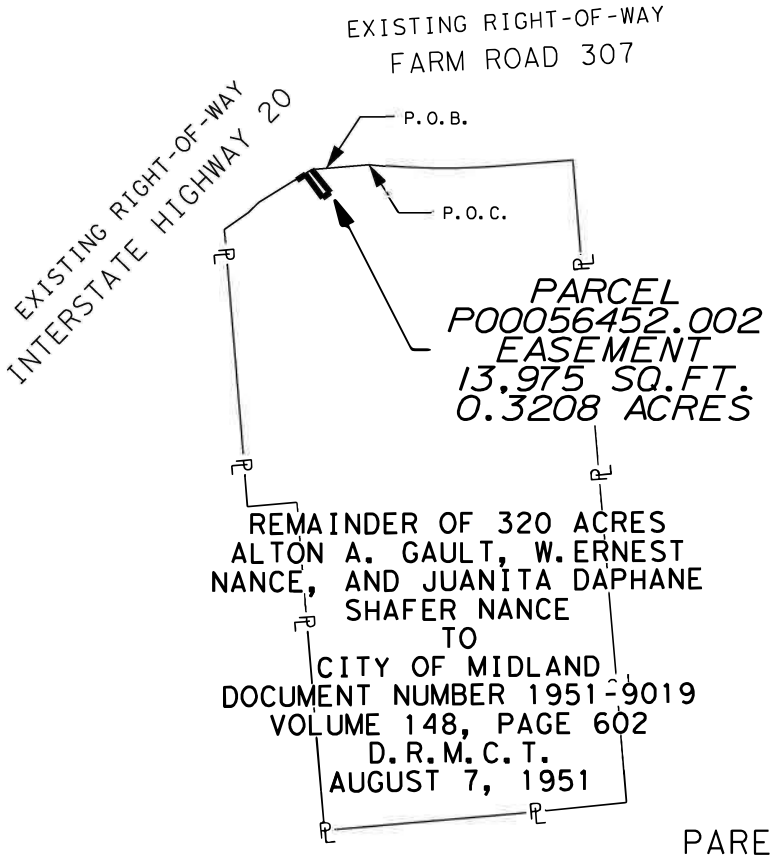
NOTES:
1. ABSTRACT DATES: (NA)
2. BEARING BASIS IS TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), NORTH AMERICAN DATUM (NAD83) 2011 ADJUSTMENT, EPOCH 2010.
3. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY TXDOT COMBINED SCALE FACTOR OF 1.0001241617 FROM A BASE POINT HAVING A COORDINATE OF NORTH=10,664,612.851 AND EAST=1,712,283.872.
4. THE UNIT OF MEASURE IS U.S. SURVEY FEET.
5. THE STATION AND OFFSET INFORMATION REFERS TO THE BASELINE DESCRIBED IN THE PROJECT SCHEMATIC.
6. PROJECT CONTROL WAS ESTABLISHED BY OTHERS AND PROVIDED BY TxDOT.
7. FIELD SURVEYS WERE PERFORMED BETWEEN 8-22-2022 AND 11-18-2022.
8. PARCEL REMAINDER AREA IS DERIVED BY SUBTRACTING THE CALCULATED FEE AREA OF THE PARCEL FROM THE CALLED ACREAGE OF THE PARENT TRACT, LESS ANY OTHER CALLED FEE ACREAGE OF PROPERTY CONVEYANCES OF RECORD, FROM THE PARENT TRACT.

LEGEND

EXISTING ROADWAY INTERNAL
EXISTING RIGHT-OF-WAY LINE
NEW RIGHT-OF-WAY LINE
EXISTING EASEMENT LINE
NEW EASEMENT LINE
PROPERTY LINE
SURVEY LINE
DENIAL OF ACCESS LINE

ACCESS IS PROHIBITED ACROSS THE "DENIAL OF ACCESS LINE TO THE HIGHWAY FACILITY FROM THE ADJACENT PROPERTY

○ = IRON ROD FOUND, UNLESS OTHERWISE NOTED.
▲ = 5/8-INCH IRON ROD WITH 2-INCH ALUMINUM CAP STAMPED "TXDOT ROW MONUMENT" SET.
■ = 5/8-INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "JACOBS ESMT" SET.
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
(CM) = CONTROLLING MONUMENT
(RM) = RECORD MONUMENT
✳ ✳ = THE MONUMENT DESCRIBED IN THIS CALL, IF DESTROYED OR DAMAGED DURING CONSTRUCTION MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON THE COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR EITHER EMPLOYED OR RETAINED BY TxDOT.



PARENT TRACT INSET
NOT TO SCALE

AREA TABLE (ACRES)			
EXISTING (CALC)	ACQUISITION	REMAINDER (CALCULATED)	
		LEFT	RIGHT
318.5941	0.3208	318.2733	

STATE OF TEXAS
REGISTERED
MARK E. KEETON
6790
PROFESSIONAL
LAND SURVEYOR

11/18/22

MARK E. KEETON
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS NO. 6790

Jacobs

1999 BRYAN STREET, SUITE 1200
DALLAS, TEXAS 75201-3136
PHONE (214)-638-0145
FAX (214)-638-0447
TBPLS FIRM # 10152300

BACKET

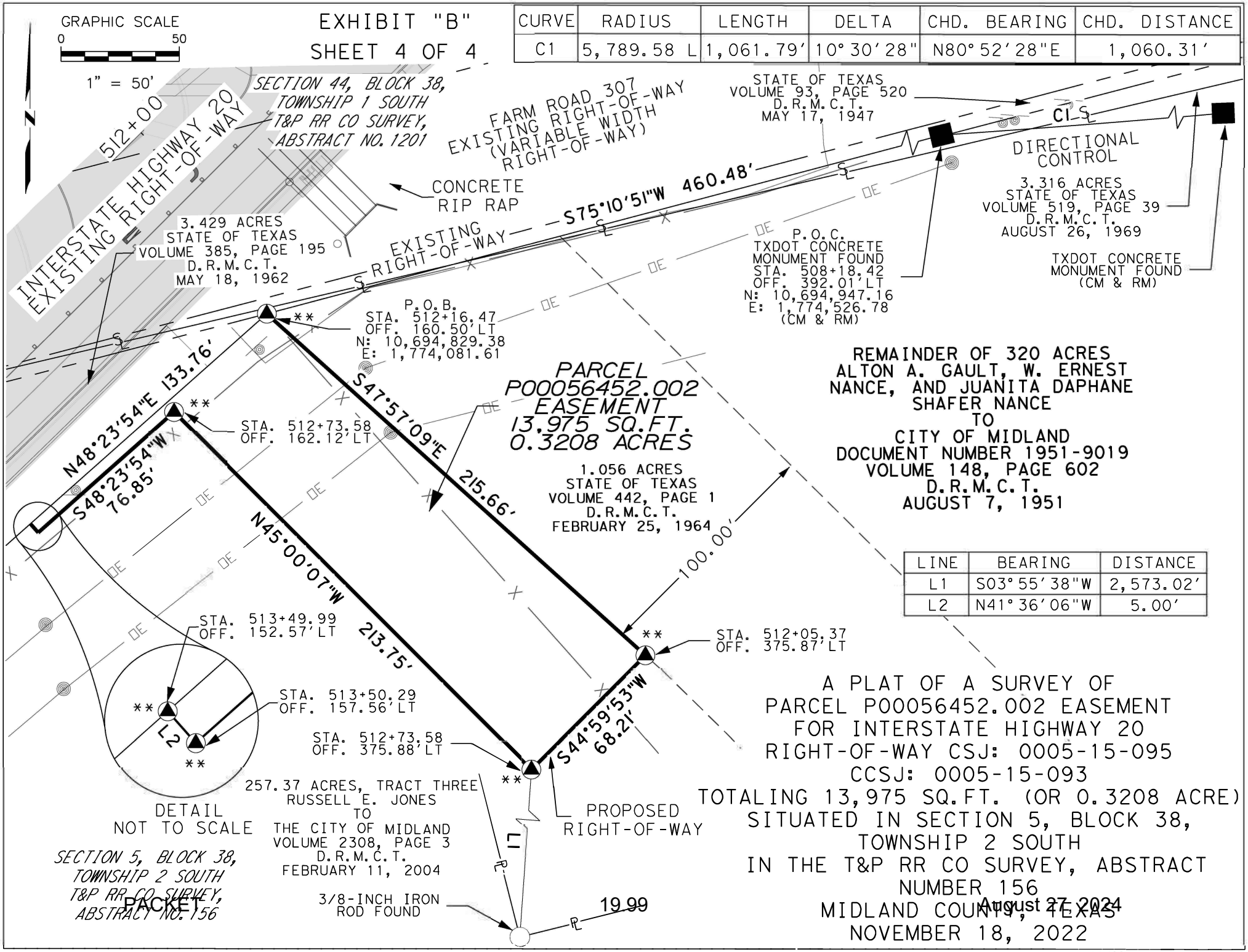
A PLAT OF A SURVEY OF
PARCEL P00056452.002 EASEMENT
FOR INTERSTATE HIGHWAY 20
RIGHT-OF-WAY CSJ: 0005-15-095
CCSJ: 0005-15-093
TOTALING 13,975 SQ.FT. (OR 0.3208 ACRE)
SITUATED IN SECTION 5, BLOCK 38, TOWNSHIP 2 SOUTH
IN THE T&P RR CO SURVEY, ABSTRACT NUMBER 156
MIDLAND COUNTY, TEXAS
NOVEMBER 18, 2022

19.98

August 27, 2024

LeeBM

I:\SUR\WJXN2120-IH 20 TXDOT MIDLAND\700 CADD\713 Survey\713.5 Easement\PROJECT 5-EXHIBIT A\PARCEL P00056452.002 (EASEMENT)\WJXN2120 P00056452_002.dgn 11/20/2022 12:14:08 PM



PACKET
August 27, 2024

City Council Meeting

Item Number: 20

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Carl Craigo, Director

Subject: MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND AND MIDLAND COUNTY UTILITY DISTRICT FOR THE DISCHARGE OF WASTEWATER INTO THE CITY OF MIDLAND WASTEWATER COLLECTION SYSTEM (DISTRICT 2) (UTILITIES) (STRENGTHEN AND SUSTAIN OUR INFRASTRUCTURE)

Purpose:

Allow the discharge of MCUD's water treatment plant into the water reclamation facility.

Recommended City Council Action:

Approve

Fiscal Impact:

MCUD will pay the rate established by ordinance for customers outside the city limits per thousand gallons.

Strategic Priority:

(Strengthen and Sustain our Infrastructure)

Discussion:

MCUD is developing its water source that is to the east of the water reclamation facility. They are expected to initially treat 1 MGD of water and in the future up to 10 MGD. The treatment process will have a waste stream of up to 10% of treatment capacity. MCUD will build all facilities to be able to pipe the waste stream to the WRF.

City Manager's Office

CITY - UTILITY DISTRICT INTERLOCAL COOPERATION CONTRACT AS AUTHORIZED BY CHAPTER 791 OF THE TEXAS GOVERNMENT CODE

THE STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF MIDLAND	§	

THAT THIS AGREEMENT ("Agreement") is effective this ___ day of _____, 2024, by and between the City of Midland, Texas, hereinafter referred to as "City" and Midland County Utility District, hereinafter referred to as "MCUD."

WITNESSETH

WHEREAS, MCUD property (the "Property") is situated outside the corporate limits of the City of Midland, Texas; and

WHEREAS, MCUD desires access to sewer facilities owned and operated by City to serve the Property by receiving Reverse Osmosis Reject Water Concentrate generated by MCUD's treatment of raw water sources on the Property; and

WHEREAS, the City Council of the City ("City Council") has determined that the provision of sewer service will be of an economic benefit to City; and

WHEREAS, City and MCUD desire to enter into this Agreement pursuant to Chapter 791, Texas Government Code, in which City will allow MCUD access to sewer facilities owned and operated by City, and in return, MCUD will pay City for access to City's Sewer Facility as outlined below.

NOW, THEREFORE, in consideration of the rates, fees and deposits paid and to be paid by MCUD to City, and the mutual covenants herein, the parties hereto agree as follows:

1. Definitions.

   a. *"Sewer Line"* means an underground sewer pipeline, including any and all pump stations and other necessary appurtenances thereto, originating from the Property and connecting to City's Sewer Facility.

   b. *"Sewer Facility"* means City's Water Pollution Control Plant, located at 3600 E. IH- 20, Midland, Texas, 79706.

   c. *"Service Connection"* means the point where MCUD's Sewer Line meets City's Sewer Facility.

   d. *"City Manager"* means the City Manager for the City of Midland, Texas.

   e. *"Director of Utilities"* means the Director of Utilities for the City of Midland, Texas.

f. "*Reverse Osmosis Reject Water Concentrate*" means water generated as a byproduct of reverse osmosis membrane filtration of new water sources. This reject water concentrate will have elevated levels of dissolved salts that have been removed from the raw water supply.

2. Duties. Upon certification by the Director of Utilities that the Sewer Line constructed by MCUD is compliant with City specifications, City agrees to allow the Sewer Line to be attached or connected to the Sewer Facility. MCUD shall be responsible for the maintenance of the Sewer Line and MCUD's Sewer Line shall remain attached or connected to the Sewer Facility.

3. Compliance. MCUD agrees that its Sewer Line must comply with all applicable local, state and federal regulations, and that MCUD is solely responsible for the Sewer Line's compliance with any rule or requirement mandated by the Texas Commission on Environmental Quality ("TCEQ") or any other state or federal regulatory agency with proper jurisdiction.

4. Discharge. MCUD will discharge Reverse Osmosis Reject Water Concentrate to the effluent system of the Sewer Facility at a location acceptable to the City. By this Agreement, the Reverse Osmosis Reject Water Concentrate is understood to have elevated dissolved salts not projected to exceed total dissolved solids of 30,000 mg/L, sulfates of 10,750 mg/L, and chlorides of 8,000 mg/L and the City's execution of this Agreement is the City's consent and acknowledgement of these projected amounts and agreement to treat these projected amounts.

5. Measurement. MCUD shall install a meter ("Billing Meter") and vault in the discharge force main at a location acceptable to the City and accessible by both Parties during normal operating hours. The Billing Meter shall measure the flow and volume of the Reverse Osmosis Reject Water Concentrate for invoicing and payment. Measurement for volume shall be in 1,000's of gallons. Flow rate shall be demonstrated in gallons per minute. The type, brand and size of Billing Meter installed by MCUD shall be acceptable to the City or provided by the City as agreed to by MCUD at MCUD expense.

6. Payment. In consideration of City's allowing MCUD to connect or attach its Sewer Line, MCUD agrees to pay for any services used promptly in accordance with the Texas Prompt Payment Act in Chapter 2251 of the Government Code, and at the rate established by ordinance from time to time by the City Council for customers outside the corporate limits of the City. All payments under this Agreement shall be made from current revenues. At the time of this Agreement, the established rate is one and one-half (1-1/2) times the sewer gallonage rates established for commercial customers of the City inside the City's corporate limits. City may have the right to terminate service and this Agreement for nonpayment by MCUD in accordance with applicable City procedures as well as reasons stated in this Agreement. City shall provide notice of rate increases as required by law.

7. Inspection. MCUD shall allow its Sewer Line to be inspected by City for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by City or its designated agent prior to initiating service and periodically thereafter at City's sole expense upon prior written notice to MCUD. The inspections shall be conducted during City's normal business hours. City shall notify MCUD in writing of any cross-connection or undesirable plumbing practice identified during the initial inspection or periodic re-inspections. MCUD shall immediately disconnect any

identified cross-connection and/or correct any undesirable plumbing practice impacting the Sewer Line. MCUD shall, at its expense, properly install, test and maintain any backflow prevention device, valve, sampling tap or other quality assurance device on its Sewer Line as required by City.

8. Ordinances and Regulations. Unless otherwise provided by this Agreement, it is expressly agreed and understood that all present or future ordinances and regulations applicable to sewer customers and related to sewer service within the City limits are incorporated by reference as express conditions of this Agreement; and that MCUD expressly agrees to be bound by all such ordinances or regulations of City related to sewer service as if MCUD were in fact within the corporate limits of the City, and that any violation of any such ordinance(s) or regulation(s) by MCUD, its agents, servants, or employees, shall constitute an Item of Default, defined in more detail below, and shall be grounds for termination of this Agreement by the City and/or discontinuance of the services furnished hereunder.

9. Waiver of Attorney's Fees. By executing this Agreement, **MCUD AND CITY AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EITHER HAS OR MAY HAVE AGAINST THE OTHER PARTY, 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 AND BOTH MCUD AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY TO THIS AGREEMENT 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), BOTH PARTIES AGREE TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH MCUD OR CITY MIGHT OTHERWISE BE ENTITLED.**

MCUD and City agree that this is the intentional relinquishment of a presently existing known right. MCUD and City acknowledge that each understands all terms and conditions of the Agreement. This section shall not be construed as a waiver of sovereign immunity.

10. Sovereign Immunity. By executing this Agreement, neither City nor MCUD is waiving governmental immunity, sovereign immunity or qualified immunity, and each party expressly retains all immunity from suit. Neither City nor MCUD grants consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY BY EITHER PARTY**.

11. Governing Law and Venue. All performance, undertakings 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. All obligations to perform shall be in Midland County, Texas. This Agreement shall be governed by the laws of the State of Texas.

12. RELEASE. **NOTWITHSTANDING ANY OTHER PROVISIONS, MCUD HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES**

OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH MCUD HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, BREACH OF CONTRACT, TORT CLAIMS OR CITY'S NEGLIGENCE.

13. Third Party Beneficiary. City'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.

14. Default. In the event MCUD fails to comply with any term of this Agreement, City shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the Service Connection. Any expenses associated with the enforcement of this Agreement after City's proper Notice of Default and MCUD's failure to remedy shall be billed to MCUD.

Further, upon the occurrence of an Item of Default, City may terminate this Agreement, without penalty, by giving at least 30 days written notice ("Notice of Default") to MCUD. However, should MCUD remedy such Item of Default during said 30-day notice period to City's satisfaction, then said Notice of Default shall be deemed rescinded, and the Agreement shall continue as if such Item of Default had never occurred. The term "Item of Default" includes, but is not limited to, the following:

a. Any connection to or from MCUD's Sewer Line so as to allow any property, person, corporation, partnership or other entity access to the Sewer Line for the purpose of any discharge whatsoever to said Sewer Line;

b. Except as otherwise stated in this Agreement, the passage of any chemical into the Sewer Facility, originating from or passing through any portion of MCUD's Sewer Line, and contrary to Title 3, Chapter 1, Section 24 of the Municipal Code of the City of Midland, a copy of which is attached to this Agreement as Exhibit "A" and incorporated herein for all legal purposes; or

c. Violation by MCUD, or any of MCUD's officers, agents, contractors or subcontractors, of any applicable local, state or federal law or regulation, which in any way impacts the Sewer Facility or the operations therein, as determined by the Director of Utilities.

15. Termination. Notwithstanding any other provisions, City may terminate this Agreement at will for any or no reason and without penalty by giving at least three years written notice to MCUD. City and MCUD have bargained for this flexibility. The parties understand that it is in City's sole and absolute discretion to terminate this Agreement by giving the requisite notice. MCUD also understands and acknowledges that MCUD has no property right in sewer service by virtue of this Agreement. All sewer service shall cease and be suspended immediately upon termination of this Agreement becoming effective.

16. Notice. All notices hereunder must be given in writing by certified mail, return receipt requested. All notices under this Agreement shall be sent as follows:

If to the City of Midland, Texas:

Tommy Gonzalez
City Manager
Midland City Hall
P.O. Box 1152
Midland, Texas 79702

If to Midland County Utility District:

Dr. Shelton Viney
Board President
Midland County Utility District
1700 W. Wall St., Suite 100
Midland, Texas 79701

With copy to:

John Carlton
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Ste. B-130
Austin, Texas 78746

17. Assignment. This Agreement may not be assigned without the prior written consent of the City Council and MCUD.

18. Consideration. The parties agree that this Agreement, and each part thereof, is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

19. Insurance. Notwithstanding any other provisions, MCUD 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:

Comprehensive General Liability (including Contractual liability):

-Personal Injury:	$1,000,000 per person $1,000,000 per occurrence
-Property Damage:	$500,000 per occurrence
Worker's Compensation:	Statutory limits
Employers' Liability:	$500,000 per accident or occurrence

The Workers' Compensation coverage provided by MCUD shall inure to the benefit of employees injured during the course and scope of their employment by MCUD pursuant to this Agreement. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name City as an additional insured. All insurance required pursuant to this Agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to City. All insurance coverage, including City's status as an additional insured, as appropriate, as well as a waiver of subrogation in favor of City, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this Agreement. City shall be provided the notice by MCUD's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. City shall not be required to provide any insurance whatsoever pursuant to this Agreement.

MCUD 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 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).

20. Controlling Document. This Agreement supersedes any other contracts or agreements, whether oral or written, between the parties, regarding these matters contained herein, and contains all the covenants and agreements between said parties regarding said matter. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding.

21. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Agreement.

22. Amendments, Modifications and Alterations. This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

23. Independent Contractor. It is expressly understood and agreed that MCUD shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that MCUD 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 City and MCUD, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and MCUD. No person performing any of the work and services described hereunder by MCUD shall be considered an officer, agent, servant or employee of 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. MCUD 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. 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 MCUD's work. MCUD shall assume exclusive responsibility for the work. MCUD shall be entirely free to do the work in its own way.

24. Notice of Alleged Breach; Statutory Requirements. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, MCUD or its legal representative shall give the City Manager, or any other reasonable official of City, 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-and eighty (180) 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 MCUD will settle, the physical and mailing addresses of MCUD at the time and date the claim was presented and the physical and mailing addresses of MCUD for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom MCUD 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 City from any liability whatsoever. City is under no obligation to provide notice to MCUD that MCUD's notice is insufficient. 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, MCUD's failure to comply with the requirements herein shall perpetually bar MCUD'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. MCUD agrees that the requirements of this entire Agreement are reasonable.

25. Term. The term of this Agreement shall be for a period of 40 years, commencing on the day that this Agreement becomes effective, and ending on the 40th anniversary of that date, unless terminated earlier as provided herein.

CITY OF MIDLAND:

ATTEST:

By_____
Tommy Gonzalez, City Manager

_____
Marcia Bentley-German, City Governance / City Secretary

MIDLAND COUNTY UTILITY DISTRICT:

Shelton Viney
Dr. Shelton Viney, Board President
Midland County Utility District

STATE OF TEXAS §

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared DR. SHELTON VINEY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his act and deed on behalf of MIDLAND COUNTY UTILITY DISTRICT, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE day of
THIS 25 day of June A.D.,
2024,

Amy Lewis
Notary Public, in a the State of Texas

AMY LEWIS
Notary Public, State of Texas
Comm. Expires 10-16-2026
Notary ID 131761985

City Council Meeting

Item Number: 21

Meeting Date: August 13, 2024, August 27, 2024

To: City Council / City Manager

From: Andrew Meyers, Planner

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Cavender Real Estate of Midland IV, LLC, is requesting an annexation of a 10.00-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas to allow for the future development of a car dealership.

Recommended City Council Action:

Approve

Fiscal Impact:

No City funds are required to process this request.

Strategic Priority:

Quality of Life and Place

Discussion:

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan does not have a designation for this area. However, the surrounding area is zoned for commercial and this development would fall in line with the character of commercial developments.

On June 13, 2024, the service agreement between the City and the property was executed. This is the next step in the annexation process.

The request for an initial zoning of RR, Regional Retail District is scheduled for the August 13, 2024 City Council meeting.

The Planning and Zoning Commission recommended approval of the initial zoning request on July 15, 2024.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Fire: (Approved)

No comments or objections.

Building Code: (Approved)

No objections.

Oil and Gas: (Approved)

No Oil & Gas well concerns. Informational: No Oil or Gas wells identified within 500 ft. radius of city permitted well or in the 135 ft. non-permitted well radius of location on plat. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

GIS: (Approved)

No comments.

Planning: (Approved)

No Planning issues.

Letters of Objection:

As of August 7, 2024, staff has received no letters of objection to this request.

Attachments:

Service Agreement
Application
Maps
PowerPoint Presentation

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on August 13, 2024, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on July 24, 2024, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on July 26, 2024; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

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

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 10.00-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR

Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That 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 the purpose of recording in the Deed 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, 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

VOLUNTARY PETITION FOR ANNEXATION

May 13, 2024

City of Midland Texas
300 N. Loraine
Midland, TX 79702

RE: Annexation of a 10.00-Acre Tract of Land in Section 38, Block 40, T-1-S, T&P Ry. Co. Survey, Midland County, TX

Dear City of Midland Official;

As current owner of the tract(s) of land described in the exhibit(s) attached hereto and incorporated by reference herein, (the "Property"), I, Cavender Real Estate of Midland IV, LLC, a Texas liability company, ("Owner") acting as or within the capacity of owner, does hereby submit this petition for annexation and request that the Property be legally incorporated and annexed to the City of Midland.

Stephen B. Cavender
Manager
Cavender Real Estate of Midland IV, LLC, a Texas liability company
5778 Stemmons, Ste. 130, San Antonio, Texas 78238

STATE OF TEXAS §

COUNTY OF BEXAR§

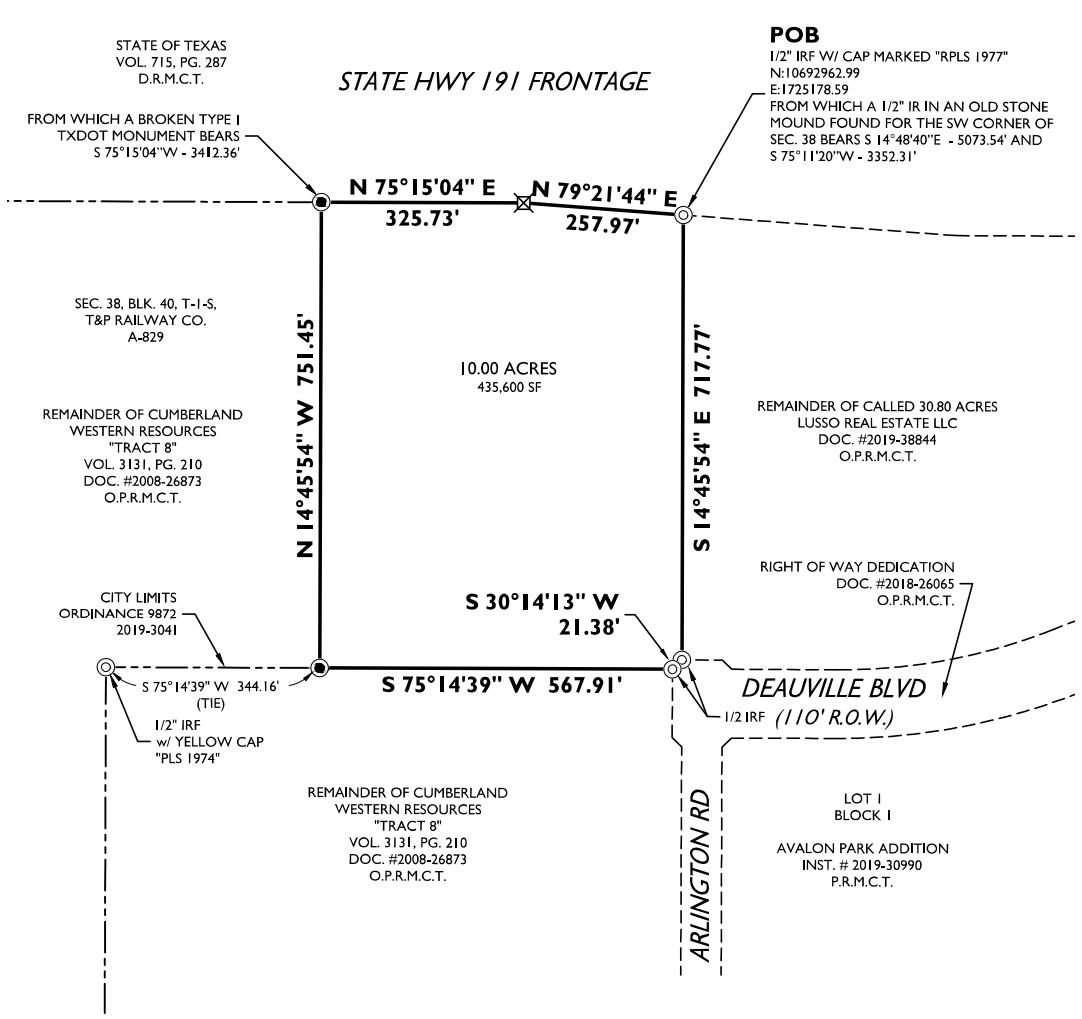
BEFORE ME, the undersigned authority, on this day personally appeared Stephen B. Cavender, as Manager of Cavender Real Estate of Midland IV, LLC, a Texas liability company, known to me, as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity herein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 14th day of, MAY, 2024.

MERIGET G. BLANKENSHIP
Notary Public, State of Texas
My Comm. Exp. 08-25-2027
ID No. 126217404

Notary Public in and for the State of TEXAS

Exhibit A





LEGEND

- TYPE I TxDOT MONUMENT
- FOUND 1/2-INCH IRON ROD AS NOTED
- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- ANNEXATION BOUNDARY
- EXISTING LOTS
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(y):10692962.99, E.(x):1725178.59, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 1977", FOUND IN THE SOUTH RIGHT OF WAY OF STATE HIGHWAY 191 AS CONVEYED IN VOLUME 715 ON PAGE 287 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, BEING THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 30.80 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2019-38844 IN SAID "OPR", FROM WHICH A ONE HALF INCH IRON ROD FOUND IN AN OLD STONE MOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 38 BEARS S.14°48'40"E., 5073.54 FEET AND S.75°11'20"W., 3352.31 FEET FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** S.14°45'54"E., ALONG THE WEST LINE OF SAID CALLED 30.80 ACRE TRACT REMAINDER, 717.77 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" FOR THE EAST SOUTHEAST CORNER HEREOF;*

***THENCE** S.30°14'13"W., ALONG A CUTBACK ON SAID CALLED 6.975 ACRE TRACT 21.38 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR" FOR THE SOUTH SOUTHEAST CORNER HEREOF;*

***THENCE** S.75°14'39"W., ALONG THE NORTH LINE OF SAID CALLED 21.30 ACRE TRACT, 567.91 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET, FROM WHICH A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 21.30 ACRE TRACT BEARS S.75°14'39"W., 344.16 FEET FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°45'54"W., SEVERING SAID CALLED 634.887 ACRE TRACT 751.45 FEET TO AN "RPC" SET IN SAID SOUTH RIGHT OF WAY LINE FROM WHICH A POINT WITHIN A BROKEN TYPE I TxDOT MONUMENT BEARS S.75°15'04"W., 3412.36 FEET FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.75°15'04"E., ALONG SAID RIGHT OF WAY, 325.73 FEET TO A POINT WITHIN A TYPE I TxDOT MONUMENT FOUND FOR AN ANGLE CORNER HEREOF;*

***THENCE** N.79°21'44"E., CONTINUING ALONG SAID RIGHT OF WAY, 257.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 435600 SQUARE FEET OR 10.00 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

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:
240009	1.24.24	AK		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/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. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND 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
FIRM NO. TX #10194514

MARCH 25, 2024

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

CAVENDER AUTO FAMILY

ANNEXATION BOUNDARY

OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing : F:\2024\240009-CAVENDER AUTO FAMILY-MERCEDES BENZ NEW SITE MIDLAND\DRAWINGS\ANNEXATION BOUNDARY\240009 ANNEXATION BOUNDARY.DWG Last Saved By: AKalenak on 3/25/24

MIDLAND
Planning Division

Annexation/Zone Change Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cavender Real Estate of Midland IV, LLC,		Phone (210) 410-0075 Email stephenc@cavendertoyota.com	
Address 5778 Stemmons, Ste. 130	City San Antonio	State TX	Zip 78238

Property Owner Printed Name: See applicant info		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew L. Mellen, PE		Phone ( ) Email phuckaba@maverick-eng.com 432-262-0999	
Address 1909 W. Wall St., Ste. K	City Midland	State TX	Zip 79701

Street Address: NA (Hwy 191)

Legal Description See attached included metes & bounds description
Lot: Block: Subdivision:

Current Zoning: None. Un-annexed

Proposed Zone: RR Regional Retail
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: To advance the inclusion of the subject tract into the City Limits of Midland

Present Use of Property: Vacant/Unimproved

Proposed Use of Property: Automotive sales facility.

How would this annexation/zone change affect the public health, safety and welfare?
No adverse effect. Site will contribute to the expansion and improvement of Midland's automobile market offerings

Describe how this annexation/zone change will affect adjacent properties:
Approval will encourage further expansion and improvement of private and public interests in the area.

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: 5/14/2024
Applicant (printed): STEPHEN CAVENDER	
Property Owner (signature):	Date: 5/14/2024
Property Owner (printed) : CAVENDER REAL ESTATE OF MIDLAND IV, LLC	

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 L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by Stephen Cavender, 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 17 day of MAY, 2024, to certify which witness my hand and seal of office.

JACQUELINE L. MELLEN
Notary Public, State of Texas
Comm. Expires 04-24-2028
Notary ID 129443262

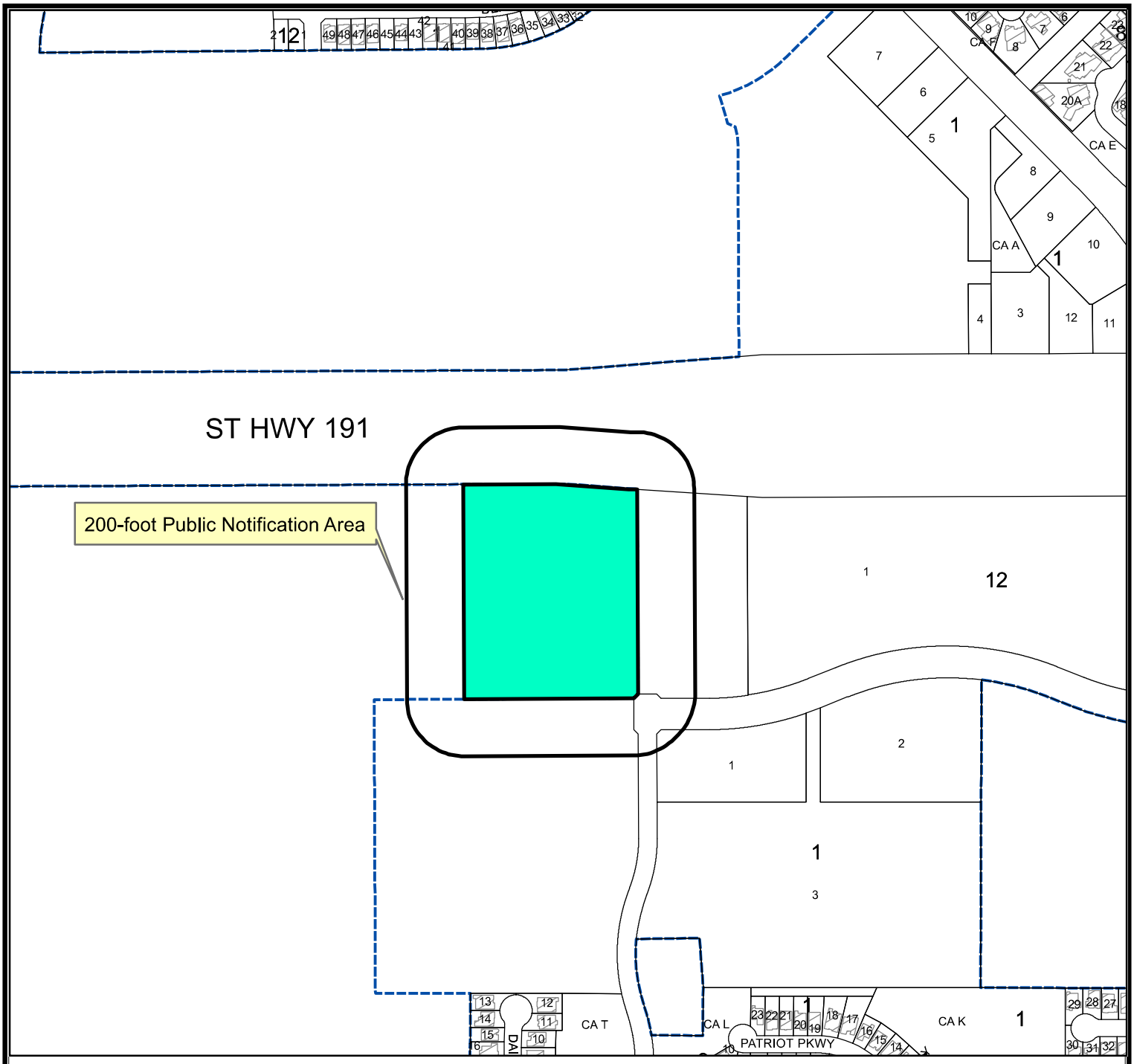
Jacqueline L Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☑ Application Fee
Check # 4815
☑ Dimensioned Site Plan
☑ Plans in Digital Format (PDF/JPEG)

Received By: Alexis
Date: RECEIVED MAY 22 2024
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

A-24-0046 **Scale: 1" = 500'**

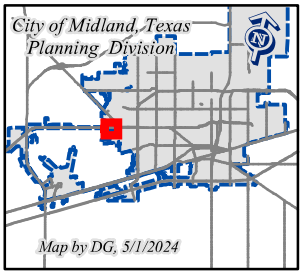
An ordinance on a request by Maverick Engineering, on behalf of Cavender Real Estate of Midland IV, LLC, for an annexation of a 10.00-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located northwest of the intersection of Deauville Boulevard and Arlington Road (ETJ)

PACKET 21.11

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.

August 27, 2024


ST HWY 191
1
12
1



SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 13 day of JUNE, 2024, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and Cavender Real Estate of Midland IV, LLC, hereinafter referred to as "PETITIONER," whether one or more.

WHEREAS, a petition for annexation of a 10.00-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, if any, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this Agreement 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. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

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, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A 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), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

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

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance 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. This Agreement shall be governed by, interpreted, enforced and 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, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

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

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: Cavender Real Estate of Midland IV, LLC
5778 Stemmons, Ste. 130
San Antonio, Texas 78238

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

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

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

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

G. **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, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, 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 fifty (150) 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 PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER 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 CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. 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, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'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 CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
FOR Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: STEPHEN CAVENDER

Title: DIRECTOR

STATE OF TEXAS §

§

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this 11th day of JUNE, 2024, personally appeared Stephen B. Cavender, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that said person executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of June, 2024.

MERIGET G. BLANKENSHIP
Notary Public, State of Texas
My Comm. Exp. 08-25-2027
ID No. 125217404

_____

Notary Public, State of Texas

EXHIBIT A TO SERVICE AGREEMENT

VOLUNTARY PETITION FOR ANNEXATION

May 13, 2024

City of Midland Texas
300 N. Loraine
Midland, TX 79702

RE: Annexation of a 10.00-Acre Tract of Land in Section 38, Block 40, T-1-S, T&P Ry. Co. Survey, Midland County, TX

Dear City of Midland Official;

As current owner of the tract(s) of land described in the exhibit(s) attached hereto and incorporated by reference herein, (the "Property"), I, Cavender Real Estate of Midland IV, LLC, a Texas liability company, ("Owner") acting as or within the capacity of owner, does hereby submit this petition for annexation and request that the Property be legally incorporated and annexed to the City of Midland.

Stephen B. Cavender
Manager
Cavender Real Estate of Midland IV, LLC, a Texas liability company
5778 Stemmons, Ste. 130, San Antonio, Texas 78238

STATE OF TEXAS §

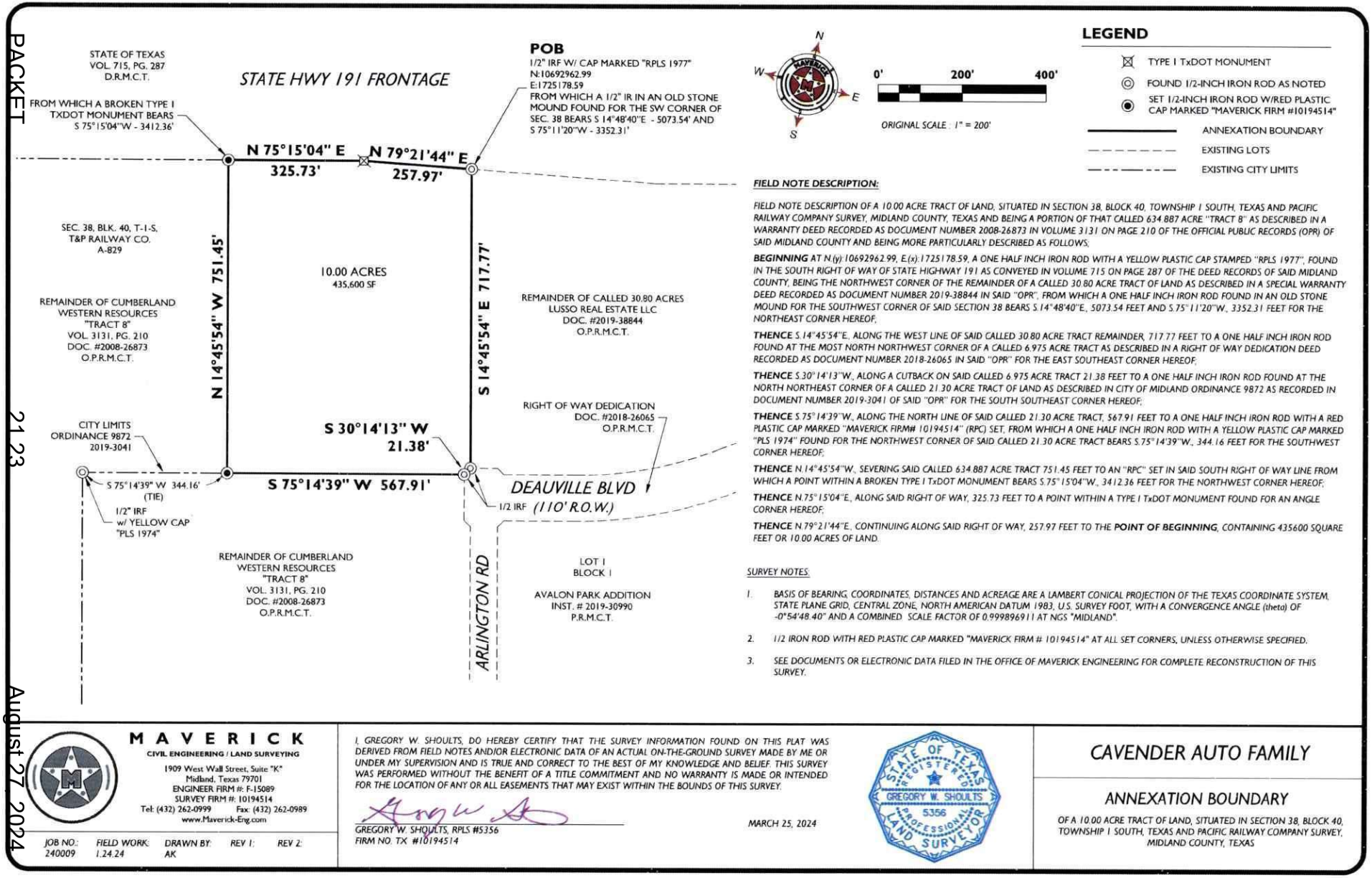
COUNTY OF BEXAR§

BEFORE ME, the undersigned authority, on this day personally appeared Stephen B. Cavender, as Manager of Cavender Real Estate of Midland IV, LLC, a Texas liability company, known to me, as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity herein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 14th day of, MAY, 2024.

Notary Public in and for the State of TEXAS

Exhibit A



LEGEND

- TYPE I TxDOT MONUMENT
- FOUND 1/2-INCH IRON ROD AS NOTED
- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- ANNEXATION BOUNDARY
- EXISTING LOTS
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(y): 10692962.99, E.(x):1725178.59, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 1977", FOUND IN THE SOUTH RIGHT OF WAY OF STATE HIGHWAY 191 AS CONVEYED IN VOLUME 715 ON PAGE 287 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, BEING THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 30.80 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2019-38844 IN SAID "OPR", FROM WHICH A ONE HALF INCH IRON ROD FOUND IN AN OLD STONE MOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 38 BEARS S.14°48'40"E., 5073.54 FEET AND S.75°11'20"W., 3352.31 FEET FOR THE NORTHEAST CORNER HEREOF,*

***THENCE** S.14°45'54"E., ALONG THE WEST LINE OF SAID CALLED 30.80 ACRE TRACT REMAINDER, 717.77 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" FOR THE EAST SOUTHEAST CORNER HEREOF,*

***THENCE** S.30°14'13"W., ALONG A CUTBACK ON SAID CALLED 6.975 ACRE TRACT 21.38 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR" FOR THE SOUTH SOUTHEAST CORNER HEREOF,*

***THENCE** S.75°14'39"W., ALONG THE NORTH LINE OF SAID CALLED 21.30 ACRE TRACT, 567.91 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET, FROM WHICH A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 21.30 ACRE TRACT BEARS S.75°14'39"W., 344.16 FEET FOR THE SOUTHWEST CORNER HEREOF,*

***THENCE** N.14°45'54"W., SEVERING SAID CALLED 634.887 ACRE TRACT 751.45 FEET TO AN "RPC" SET IN SAID SOUTH RIGHT OF WAY LINE FROM WHICH A POINT WITHIN A BROKEN TYPE I TxDOT MONUMENT BEARS S.75°15'04"W., 3412.36 FEET FOR THE NORTHWEST CORNER HEREOF,*

***THENCE** N.75°15'04"E., ALONG SAID RIGHT OF WAY, 325.73 FEET TO A POINT WITHIN A TYPE I TxDOT MONUMENT FOUND FOR AN ANGLE CORNER HEREOF,*

***THENCE** N.79°21'44"E., CONTINUING ALONG SAID RIGHT OF WAY, 257.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 435600 SQUARE FEET OR 10.00 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

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:
240009	1.24.24	AK		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/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. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND 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
FIRM NO. TX #10194514

MARCH 25, 2024

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

CAVENDER AUTO FAMILY

ANNEXATION BOUNDARY

OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing: F:\2024\240009-CAVENDER AUTO FAMILY-MERCEDES BENZ NEW SITE MIDLAND\DRAWINGS\ANNEXATION BOUNDARY\240009 ANNEXATION BOUNDARY.DWG Last Saved By: AKolenak on 3/25/24

2474611

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.

Special Warranty Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

CUMBERLAND AND WESTERN RESOURCES, LLC, a Wyoming limited liability company (hereinafter called "Grantor"), whose address is c/o Greg Betterton, 735 E. Venice Avenue, #200, Venice, Florida, 34285, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, sold, conveyed and delivered, and does hereby grant, sell, convey and deliver unto Cavender Real Estate of Midland IV, LLC, a Texas limited liability company (hereinafter called "Grantee"), whose address is 5778 Stemmons, Ste. 130, San Antonio, Texas 78238, all of the Grantor's right, title and interest in and to those lands located in Midland County, Texas, and described on Exhibit A hereto and made a part hereof for all purposes (the "Land"), and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively the "Property").

This conveyance is subject to, and there is excepted from the warranty of this conveyance, only those certain exceptions set forth on Exhibit B attached hereto and made a part hereof, including any and all oil, gas and other minerals in and under and that may be produced from the Land that have been reserved or conveyed prior to the date of this Deed, but in all events only to the extent such matters are validly existing and are applicable to the Property (the "Permitted Exceptions").

EXCEPT THE SPECIAL WARRANTY OF TITLE GRANTED HEREIN (THE "EXPRESS REPRESENTATIONS AND WARRANTIES") GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY THEREIN, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS ON OR IN THE VICINITY OF THE PROPERTY OR COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS; (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE,

POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER ENCUMBRANCE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND GRANTEE RELIES SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, EXCEPT FORTH THE EXPRESS REPRESENTATIONS AND WARRANTIES. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (x) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (y) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES. THE CONVEYANCE OF THE PROPERTY PROVIDED FOR HEREIN IS MADE ON AN "AS IS" "WHERE IS" BASIS AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL HAZARDS OR CONDITIONS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE CONVEYANCE BY GRANTOR HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES.

Subject to the foregoing, Grantor hereby covenants and warrants that the interest in the Property being conveyed herein is free and clear of all liens.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the above described premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and Grantor further covenants and warrants that it is the owner of said Property with the full right to convey same.

[Signature Page Follows]

IN WITNESS whereof, this instrument is executed on this 24th day of April, 2024.

GRANTOR: CUMBERLAND & WESTERN RESOURCES, LLC,
a Wyoming limited liability company

By: _____
Greg Betterton, Manager

THE STATE OF FLORIDA '
'
COUNTY OF SARASOTA '

This instrument was acknowledged before me this 24th day of April, 2024, by Greg Betterton, as Manager of CUMBERLAND & WESTERN RESOURCES, LLC, a Wyoming limited liability company, on behalf of said company, personally known to me, and who did swear an oath.

JEANETTE PETERSON
MY COMMISSION # HH 308967
EXPIRES: August 21, 2025

_____
Notary Public

AFTER RECORDING, PLEASE RETURN TO:
Hornberger Fuller & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, Texas 78209
Attention: Drew Fuller

Exhibits:
Exhibit A – Legal Description of Land
Exhibit B – Permitted Exceptions

EXHIBIT A
Legal Description of Land

Tract I: That certain 10.00 acre tract of land in Midland County, Texas, being more particularly described on Exhibit A-1 attached hereto.

Tract II: That certain 0.72 acre tract of land in Midland County, Texas, being more particularly described on Exhibit A-2 attached hereto.

A depiction of both tracts is attached hereto as Exhibit A-3.

EXHIBIT A-1
Tract I

FIELD NOTE DESCRIPTION OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y):10692962.99, E.(x):1725178.59, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 1977", FOUND IN THE SOUTH RIGHT OF WAY OF STATE HIGHWAY 191 AS CONVEYED IN VOLUME 715 ON PAGE 287 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, BEING THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 30.80 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2019-38844 IN SAID "OPR", FROM WHICH A ONE HALF INCH IRON ROD FOUND IN AN OLD STONE MOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 38 BEARS S.14°48'40"E., 5073.54 FEET AND S.75°11'20"W., 3352.31 FEET FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°45'54"E., ALONG THE WEST LINE OF SAID CALLED 30.80 ACRE TRACT REMAINDER, 717.77 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" FOR THE EAST SOUTHEAST CORNER HEREOF;

THENCE S.30°14'13"W., ALONG A CUTBACK ON SAID CALLED 6.975 ACRE TRACT 21.38 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR" FOR THE SOUTH SOUTHEAST CORNER HEREOF;

THENCE S.75°14'39"W., ALONG THE NORTH LINE OF SAID CALLED 21.30 ACRE TRACT, 567.91 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET, FROM WHICH A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 21.30 ACRE TRACT BEARS S.75°14'39"W., 344.16 FEET FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°45'54"W., SEVERING SAID CALLED 634.887 ACRE TRACT 751.45 FEET TO AN "RPC" SET IN SAID SOUTH RIGHT OF WAY LINE FROM WHICH A POINT WITHIN A BROKEN TYPE I TxDOT MONUMENT BEARS S.75°15'04"W., 3412.36 FEET FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°15'04"E., ALONG SAID RIGHT OF WAY, 325.73 FEET TO A POINT WITHIN A TYPE I TxDOT MONUMENT FOUND FOR AN ANGLE CORNER HEREOF;

THENCE N.79°21'44"E., CONTINUING ALONG SAID RIGHT OF WAY, 257.97 FEET TO THE POINT OF BEGINNING, CONTAINING 435600 SQUARE FEET OR 10.00 ACRES OF LAND.

EXHIBIT A-2
Tract II

SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS.

FIELD NOTE DESCRIPTION OF A 0.72 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10692250.45, E.(x): 1725350.75, A ONE HALF INCH IRON ROD FOUND IN THE EAST LINE OF SAID CALLED REMAINDER OF "TRACT 8", BEING THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR", FROM WHICH A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" BEARS N.30°14'13"E. 21.38 FEET FOR THE NORTHEAST CORNER HEREOF;

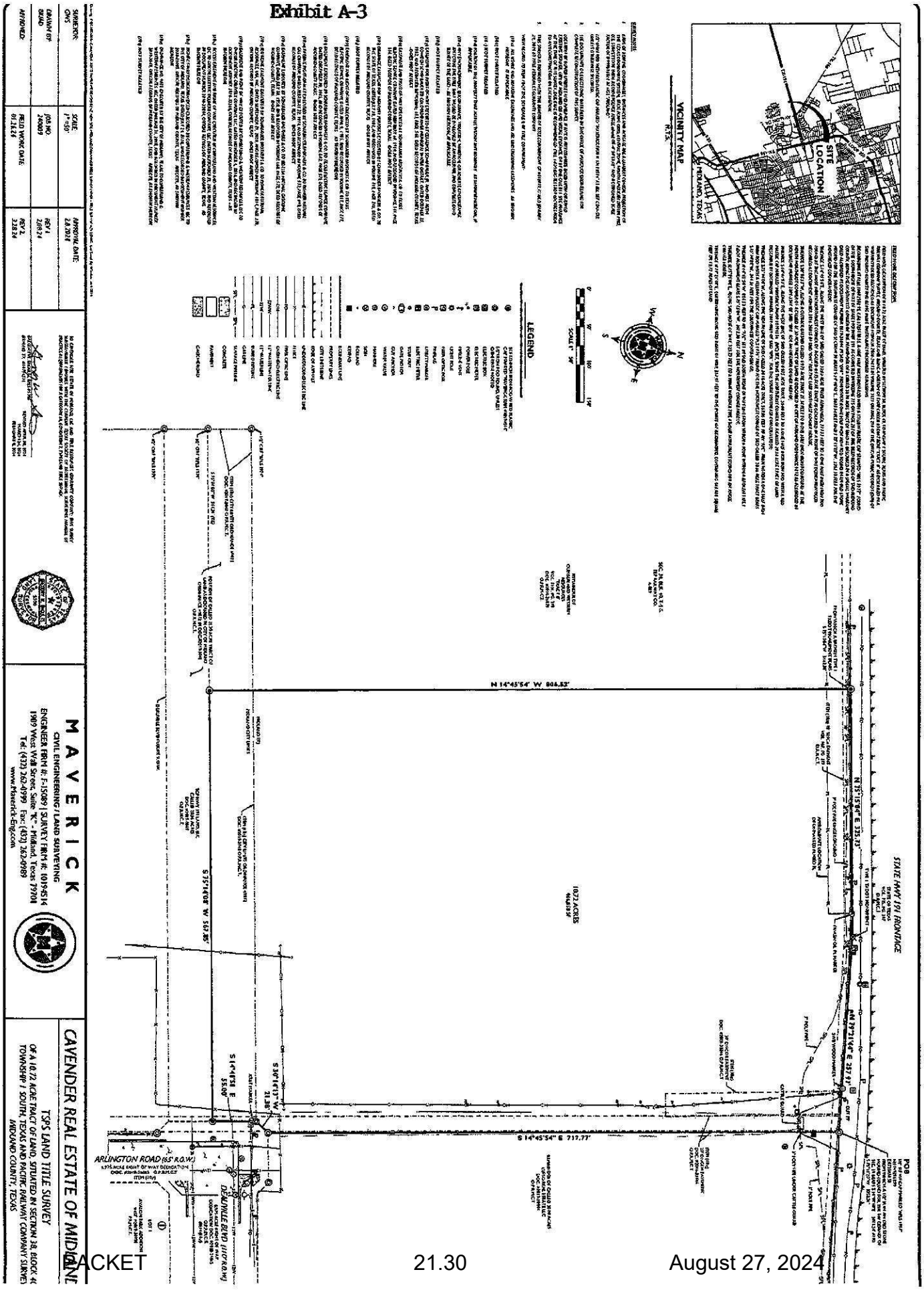
THENCE S.14°41'51"E., ALONG THE WEST LINE OF SAID CALLED 6.975 ACRE TRACT, 55.00 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET, BEING THE NORTHEAST CORNER OF A CALLED 20.16 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2019-9869 OF SAID "OPR", FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°14'08"W., ALONG THE NORTH LINE OF SAID CALLED 20.16 ACRE TRACT, 567.85 FEET TO AN "RPC", FROM WHICH A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 20.16 ACRE TRACT BEARS S.75°14'08"W., 344.31 FEET FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°45'54"W., 55.09 FEET TO AN "RPC" SET FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°14'39"E., 567.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 31,258 SQUARE FEET OR 0.72 ACRES OF LAND.

Exhibit A-3



SURVEYOR:	SCALE:	APPROVAL DATE:
GRAHAM OFF	1" = 100'	1.8.2024
BRAD	JOB NO. 240801	REV 1 2.20.24
APPROVED:	FIELD WORK DATE: 01.18.24	REV 2. 3.28.24

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.maverick-eng.com

CAVENDER REAL ESTATE OF MIDLAND

TSP'S LAND TITLE SURVEY
OF A 10.72 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 41
TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY
MIDLAND COUNTY, TEXAS

EXHIBIT B
Permitted Exceptions

The following matters and all terms of the documents creating or offering evidence of the matters:

1. Designated Acreage Agreement by and between M. W. Branum and Clarence Scharbauer et al, dated May 2, 1984, and recorded in Volume 819, Page 712, Deed Records of Midland County, Texas.

2. Easement and Right-of-Way executed by Scharbauer Brothers & Co. to Texas Electric Service Company, dated April 9, 1985, and recorded in Volume 867, Page 277, Deed Records of Midland County, Texas.

3. Easement and Right-of-Way executed by Cumberland & Western Resources, LLC, to Oncor Electric Delivery Company, LLC, dated November 8, 2016, and recorded in Document No. 2016-33266, Official Records of Midland County, Texas.

4. Access Easement and Right-of-Way executed by Cumberland and Western Resources, LLC, to Oncor Electric Delivery Company, LLC, dated September 28, 2016, and recorded in Document No. 2016-33844, Official Records of Midland County, Texas.

5. Right-of-Way Dedication Deed executed by Cumberland & Western Resources, LLC, to the City of Midland, Texas, dated July 2, 2018, and recorded in Document No. 2018-26065, Official Records of Midland County, Texas.

6. Ordinance No. 9872 executed by the City of Midland, Texas, to Cumberland & Western Resources, LLC, dated January 31, 2018, and recorded in Document No. 2019-3041, Official Records of Midland County, Texas.

7. Unmarked buried pipeline as shown on survey dated February 8, 2024, prepared by Gregory W. Shoults, RPLS No. 5356 on behalf of Maverick Civil Engineering.

8. 3" Poly pipe underground and surface pipeline as shown on survey dated February 8, 2024, prepared by Gregory W. Shoults, RPLS No. 5356 on behalf of Maverick Civil Engineering.

Midland County
Alison Haley
Midland County
Clerk

Instrument Number: 9450

eRecording - Real Property

Recorded On: April 29, 2024 03:34 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: $53.00

********** 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:	9450
Receipt Number:	20240429000136
Recorded Date/Time:	April 29, 2024 03:34 PM
User:	Amanda D
Station:	cc10299

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

MIDLAND

Be the Energy!

Cavender

Annexation

August 13, 2024

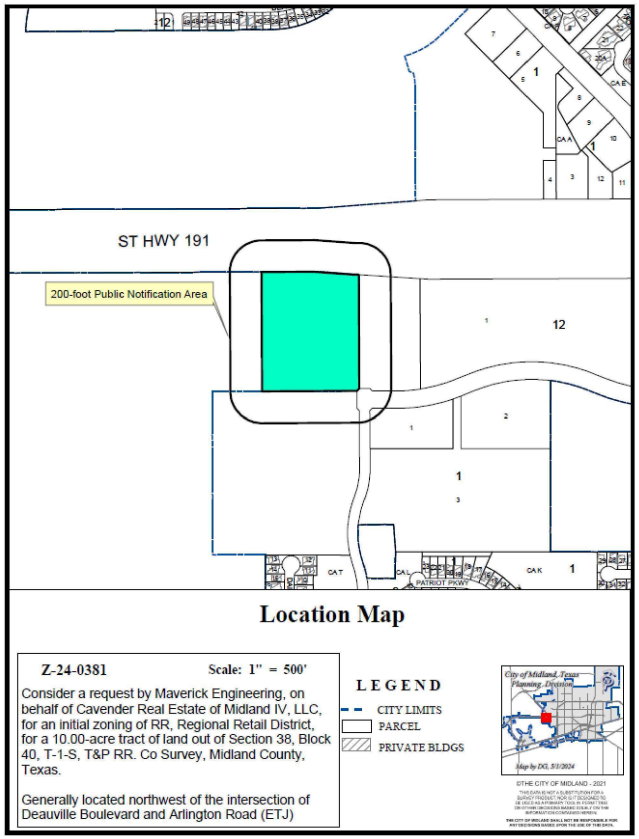
Visit Our Website:
MIDLANDTEXAS.GOV



1

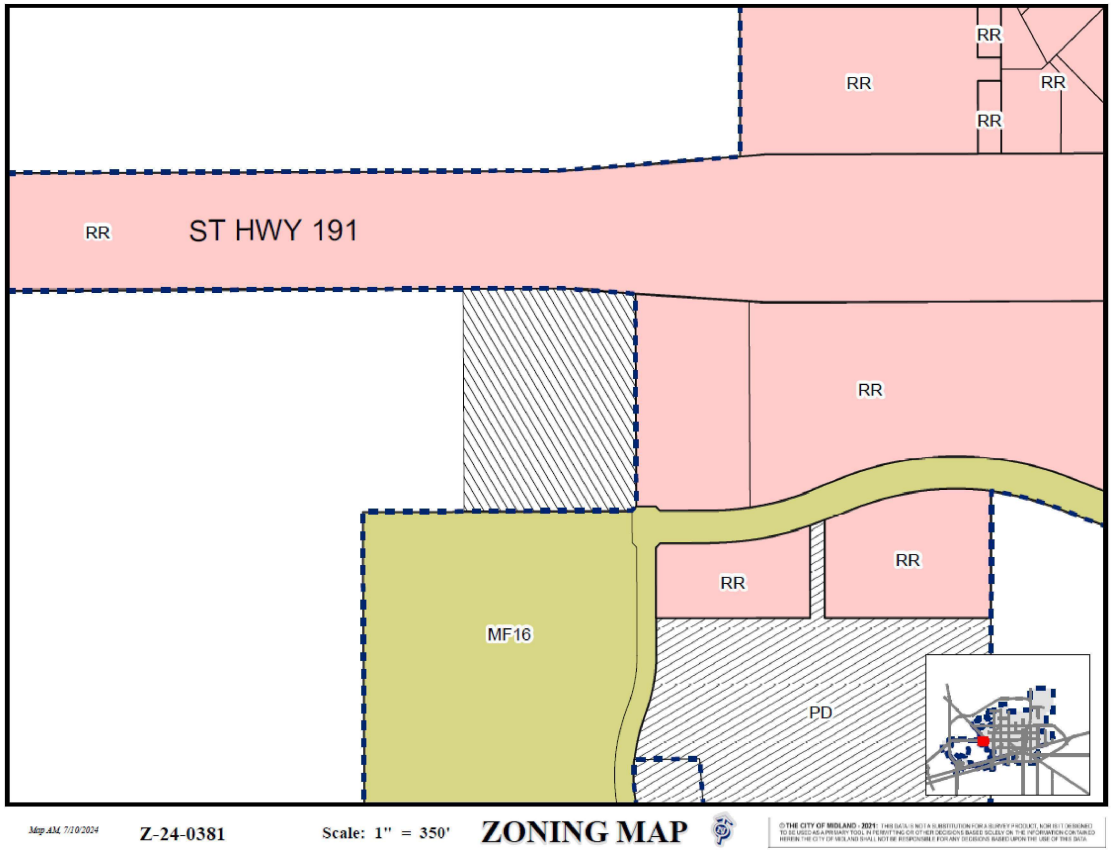
Cavender

- Maverick Engineering, on behalf of Cavender Real Estate of Midland IV, LLC
- Annexation
- 6601 Deauville Boulevard
- Approximately 10.00 acres



Cavender

- Currently Zoned: ETJ, Extraterritorial Jurisdiction
- Surrounding Zoning of the Property:
  - North and West: ETJ, Extraterritorial Jurisdiction
  - East: RR, Regional Retail District
  - South: MF-16, Multi Family Dwelling District
- Proposed Zoning of the property:
  - RR, Regional Retail District



Cavender

- Current Use: Vacant
- Proposed Use: Cavender Mercedes Dealership



4

MIDLAND
Be the Energy!

Cavender

- Not designated by the Tall City Tomorrow



Tall City Tomorrow Land Use & Character Map



6

On 191, Looking South

Cavender

- No objection letters received
- This meets all applicable City Code; therefore, staff recommends *APPROVAL* of this annexation.

City Council Meeting

Item Number: 22

Meeting Date: August 13, 2024, August 27, 2024

To: City Council / City Manager

From: Landon Ochoa, Planning Division Manager

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON 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: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Cavender Real Estate of Midland, LLC, is requesting an initial zoning of RR, Regional Retail District for a property to be annexed at the northwest corner of Deauville Boulevard and Arlington Road for the future use of a car dealership.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The property to the east is zoned RR, Regional Retail District, and is currently vacant. The property to the south is zoned MF16, Multi-Family Dwelling District, and is currently vacant. The properties to the north and west are in Extraterritorial Jurisdiction and are vacant.

Analysis:

The site is currently in the process of being annexed into City Limits. A plat of the property will be required. The plat, Cavender Addition, is currently in the preliminary phase.

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan does not have a designation for this area. However, most of the surrounding area is zoned for this kind of development being that it is zoned RR, Regional Retail District.

The Planning Zoning Commission recommended approval of this request on July 15, 2024.

The associated annexation request is scheduled for the August 13, 2024 City Council meeting.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No objections to zoning/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.]

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.]

Fire: (Approved)

No objections.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 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 time of new code edition adoption in the City of Midland and date of permit application.

Oil and Gas: (Approved)

No Oil & Gas well concern for Zoning. Informational: Plats will need to identify any Oil or Gas wells and include 500 ft. radius for city permitted well or the 135 ft. radius for non-permitted well radius plat. Please note if oil & gas wells are not identified or left off a plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified with comments- No structure shall be built over an abandoned well.

Planning: (Approved)

No Planning issues

Staff recommends approval of this request.

Letters of Objection:

As of July 7, 2024, staff has not received any objection letters.

Attachments:

Petition & Survey
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 10.00-ACRE TRACT OF LAND OUT OF SECTION 38, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF DEAUVILLE BOULEVARD AND ARLINGTON 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, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on August 13, 2024 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. 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 THREE. 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 FOUR. 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 FIVE. 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, 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

VOLUNTARY PETITION FOR ANNEXATION

May 13, 2024

City of Midland Texas
300 N. Loraine
Midland, TX 79702

RE: Annexation of a 10.00-Acre Tract of Land in Section 38, Block 40, T-1-S, T&P Ry. Co. Survey, Midland County, TX

Dear City of Midland Official;

As current owner of the tract(s) of land described in the exhibit(s) attached hereto and incorporated by reference herein, (the "Property"), I, Cavender Real Estate of Midland IV, LLC, a Texas liability company, ("Owner") acting as or within the capacity of owner, does hereby submit this petition for annexation and request that the Property be legally incorporated and annexed to the City of Midland.

Stephen B. Cavender
Manager
Cavender Real Estate of Midland IV, LLC, a Texas liability company
5778 Stemmons, Ste. 130, San Antonio, Texas 78238

STATE OF TEXAS §

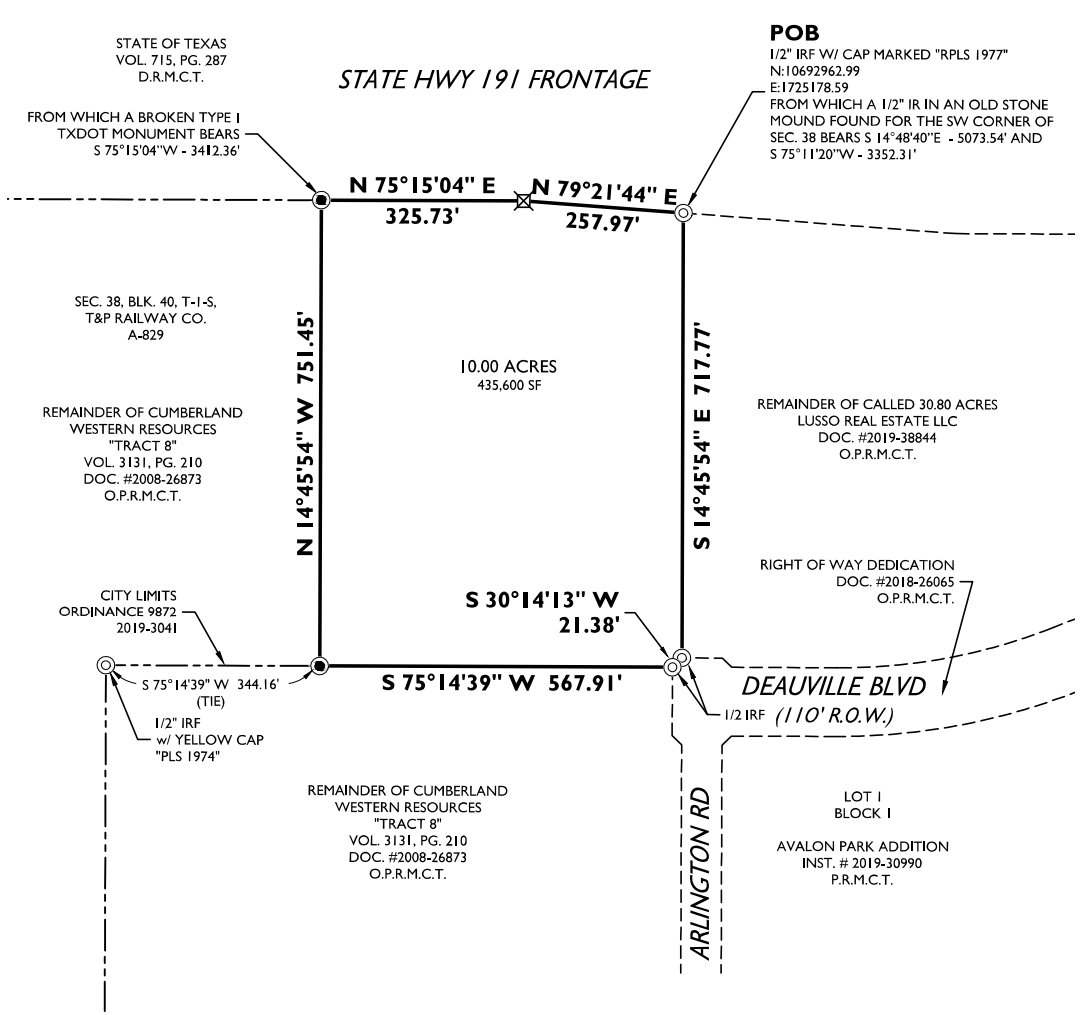
COUNTY OF BEXAR§

BEFORE ME, the undersigned authority, on this day personally appeared Stephen B. Cavender, as Manager of Cavender Real Estate of Midland IV, LLC, a Texas liability company, known to me, as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity herein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 14th day of, MAY, 2024.

MERIGET G. BLANKENSHIP
Notary Public, State of Texas
My Comm. Exp. 08-25-2027
ID No. 126217404

Notary Public in and for the State of TEXAS





ORIGINAL SCALE : 1" = 200'

LEGEND

- TYPE I TxDOT MONUMENT
- FOUND 1/2-INCH IRON ROD AS NOTED
- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- ANNEXATION BOUNDARY
- EXISTING LOTS
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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***THENCE** S.14°45'54"E., ALONG THE WEST LINE OF SAID CALLED 30.80 ACRE TRACT REMAINDER, 717.77 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" FOR THE EAST SOUTHEAST CORNER HEREOF;*

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***THENCE** N.14°45'54"W., SEVERING SAID CALLED 634.887 ACRE TRACT 751.45 FEET TO AN "RPC" SET IN SAID SOUTH RIGHT OF WAY LINE FROM WHICH A POINT WITHIN A BROKEN TYPE I TxDOT MONUMENT BEARS S.75°15'04"W., 3412.36 FEET FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.75°15'04"E., ALONG SAID RIGHT OF WAY, 325.73 FEET TO A POINT WITHIN A TYPE I TxDOT MONUMENT FOUND FOR AN ANGLE CORNER HEREOF;*

***THENCE** N.79°21'44"E., CONTINUING ALONG SAID RIGHT OF WAY, 257.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 435600 SQUARE FEET OR 10.00 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

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:
240009	1.24.24	AK		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/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. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND 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
FIRM NO. TX #10194514

MARCH 25, 2024

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

CAVENDER AUTO FAMILY

ANNEXATION BOUNDARY

OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing : F:\2024\240009-CAVENDER AUTO FAMILY-MERCEDES BENZ NEW SITE MIDLAND\DRAWINGS\ANNEXATION BOUNDARY\240009 ANNEXATION BOUNDARY.DWG Last Saved By: AKalenak on 3/25/24

VOLUNTARY PETITION FOR ANNEXATION

May 13, 2024

City of Midland Texas
300 N. Loraine
Midland, TX 79702

RE: Annexation of a 10.00-Acre Tract of Land in Section 38, Block 40, T-1-S, T&P Ry. Co. Survey, Midland County, TX

Dear City of Midland Official;

As current owner of the tract(s) of land described in the exhibit(s) attached hereto and incorporated by reference herein, (the "Property"), I, Cavender Real Estate of Midland IV, LLC, a Texas liability company, ("Owner") acting as or within the capacity of owner, does hereby submit this petition for annexation and request that the Property be legally incorporated and annexed to the City of Midland.

Stephen B. Cavender
Manager
Cavender Real Estate of Midland IV, LLC, a Texas liability company
5778 Stemmons, Ste. 130, San Antonio, Texas 78238

STATE OF TEXAS §

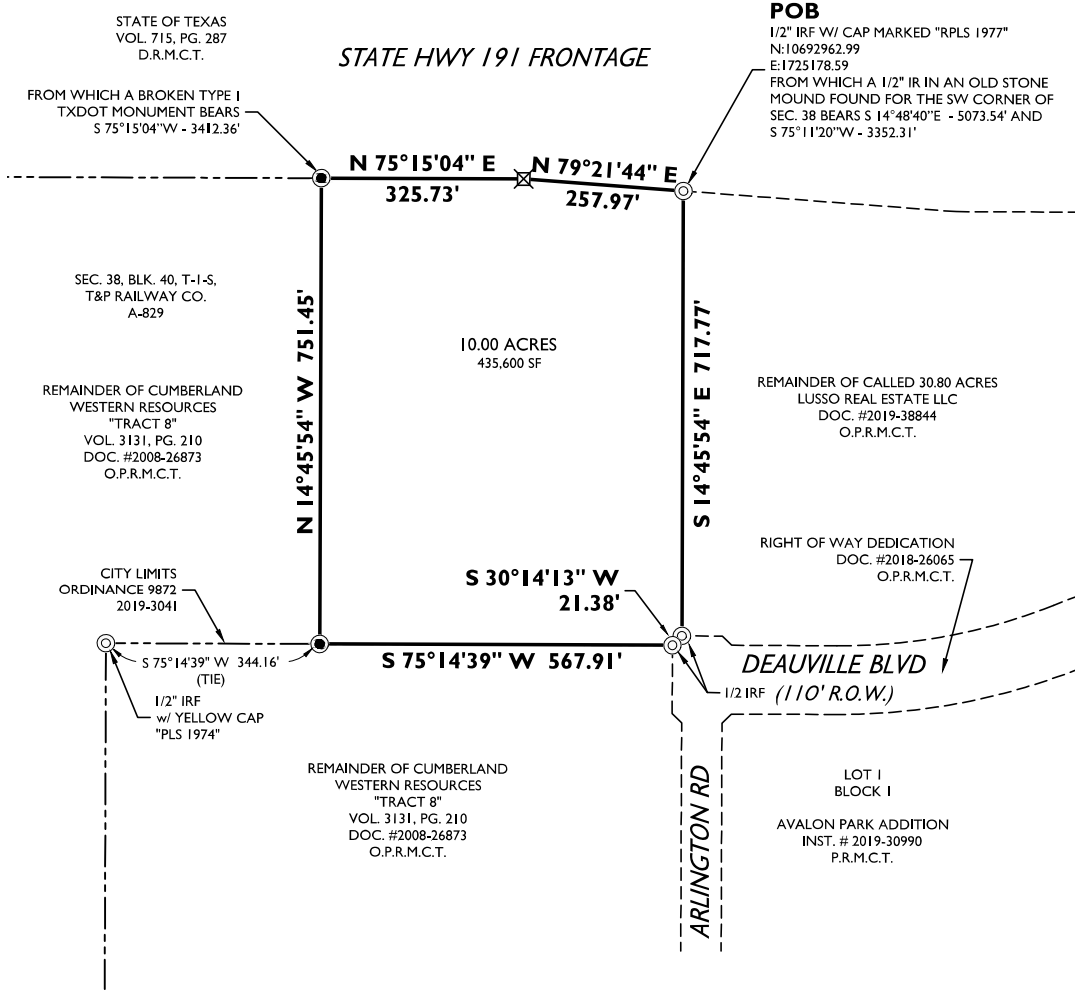
COUNTY OF BEXAR§

BEFORE ME, the undersigned authority, on this day personally appeared Stephen B. Cavender, as Manager of Cavender Real Estate of Midland IV, LLC, a Texas liability company, known to me, as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in the capacity herein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL of office this 14th day of, MAY, 2024.

MERIGET G. BLANKENSHIP
Notary Public, State of Texas
My Comm. Exp. 08-25-2027
ID No. 126217740-4

Notary Public in and for the State of TEXAS





ORIGINAL SCALE : 1" = 200'

LEGEND

- TYPE I TxDOT MONUMENT
- FOUND 1/2-INCH IRON ROD AS NOTED
- SET 1/2-INCH IRON ROD W/RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514"
- ANNEXATION BOUNDARY
- EXISTING LOTS
- EXISTING CITY LIMITS

FIELD NOTE DESCRIPTION:

FIELD NOTE DESCRIPTION OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

***BEGINNING** AT N.(y):10692962.99, E.(x):1725178.59, A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 1977", FOUND IN THE SOUTH RIGHT OF WAY OF STATE HIGHWAY 191 AS CONVEYED IN VOLUME 715 ON PAGE 287 OF THE DEED RECORDS OF SAID MIDLAND COUNTY, BEING THE NORTHWEST CORNER OF THE REMAINDER OF A CALLED 30.80 ACRE TRACT OF LAND AS DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2019-38844 IN SAID "OPR", FROM WHICH A ONE HALF INCH IRON ROD FOUND IN AN OLD STONE MOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 38 BEARS S.14°48'40"E., 5073.54 FEET AND S.75°11'20"W., 3352.31 FEET FOR THE NORTHEAST CORNER HEREOF;*

***THENCE** S.14°45'54"E., ALONG THE WEST LINE OF SAID CALLED 30.80 ACRE TRACT REMAINDER, 717.77 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" FOR THE EAST SOUTHEAST CORNER HEREOF;*

***THENCE** S.30°14'13"W., ALONG A CUTBACK ON SAID CALLED 6.975 ACRE TRACT 21.38 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR" FOR THE SOUTH SOUTHEAST CORNER HEREOF;*

***THENCE** S.75°14'39"W., ALONG THE NORTH LINE OF SAID CALLED 21.30 ACRE TRACT, 567.91 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET, FROM WHICH A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 21.30 ACRE TRACT BEARS S.75°14'39"W., 344.16 FEET FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE** N.14°45'54"W., SEVERING SAID CALLED 634.887 ACRE TRACT 751.45 FEET TO AN "RPC" SET IN SAID SOUTH RIGHT OF WAY LINE FROM WHICH A POINT WITHIN A BROKEN TYPE I TxDOT MONUMENT BEARS S.75°15'04"W., 3412.36 FEET FOR THE NORTHWEST CORNER HEREOF;*

***THENCE** N.75°15'04"E., ALONG SAID RIGHT OF WAY, 325.73 FEET TO A POINT WITHIN A TYPE I TxDOT MONUMENT FOUND FOR AN ANGLE CORNER HEREOF;*

***THENCE** N.79°21'44"E., CONTINUING ALONG SAID RIGHT OF WAY, 257.97 FEET TO THE **POINT OF BEGINNING**, CONTAINING 435600 SQUARE FEET OR 10.00 ACRES OF LAND.*

SURVEY NOTES:

1. *BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°54'48.40" AND A COMBINED SCALE FACTOR OF 0.99989691 1 AT NGS "MIDLAND".*
2. *1/2 IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM # 10194514" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.*
3. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

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:
240009	1.24.24	AK		

I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/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. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND 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
FIRM NO. TX #10194514

MARCH 25, 2024

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

CAVENDER AUTO FAMILY

ANNEXATION BOUNDARY

OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

Drawing : F:\2024\240009-CAVENDER AUTO FAMILY-MERCEDES BENZ NEW SITE MIDLAND\DRAWINGS\ANNEXATION BOUNDARY\240009 ANNEXATION BOUNDARY.DWG Last Saved By: AKalenak on 3/25/24

MIDLAND
Planning Division

Annexation/Zone Change Application

Project Number: _____

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Cavender Real Estate of Midland IV, LLC,		Phone (210) 410-0075 Email stephenc@cavendertoyota.com	
Address 5778 Stemmons, Ste. 130	City San Antonio	State TX	Zip 78238

Property Owner Printed Name: See applicant info		Phone ( ) Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew L. Mellen, PE		Phone ( ) Email phuckaba@maverick-eng.com 432-262-0999	
Address 1909 W. Wall St., Ste. K	City Midland	State TX	Zip 79701

Street Address: NA (Hwy 191)

Legal Description See attached included metes & bounds description
Lot: Block: Subdivision:

Current Zoning: None. Un-annexed

Proposed Zone: RR Regional Retail
(List by tracts if more than one district is requested)

Reason for Annexation/Zone Change Request: To advance the inclusion of the subject tract into the City Limits of Midland

Present Use of Property: Vacant/Unimproved

Proposed Use of Property: Automotive sales facility.

How would this annexation/zone change affect the public health, safety and welfare?
No adverse effect. Site will contribute to the expansion and improvement of Midland's automobile market offerings

Describe how this annexation/zone change will affect adjacent properties:
Approval will encourage further expansion and improvement of private and public interests in the area.

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: 5/14/2024
Applicant (printed): STEPHEN CAVENDER	
Property Owner (signature):	Date: 5/14/2024
Property Owner (printed) : CAVENDER REAL ESTATE OF MIDLAND IV, LLC	

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 L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by Stephen Cavender, 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 17 day of MAY, 2024, to certify which witness my hand and seal of office.

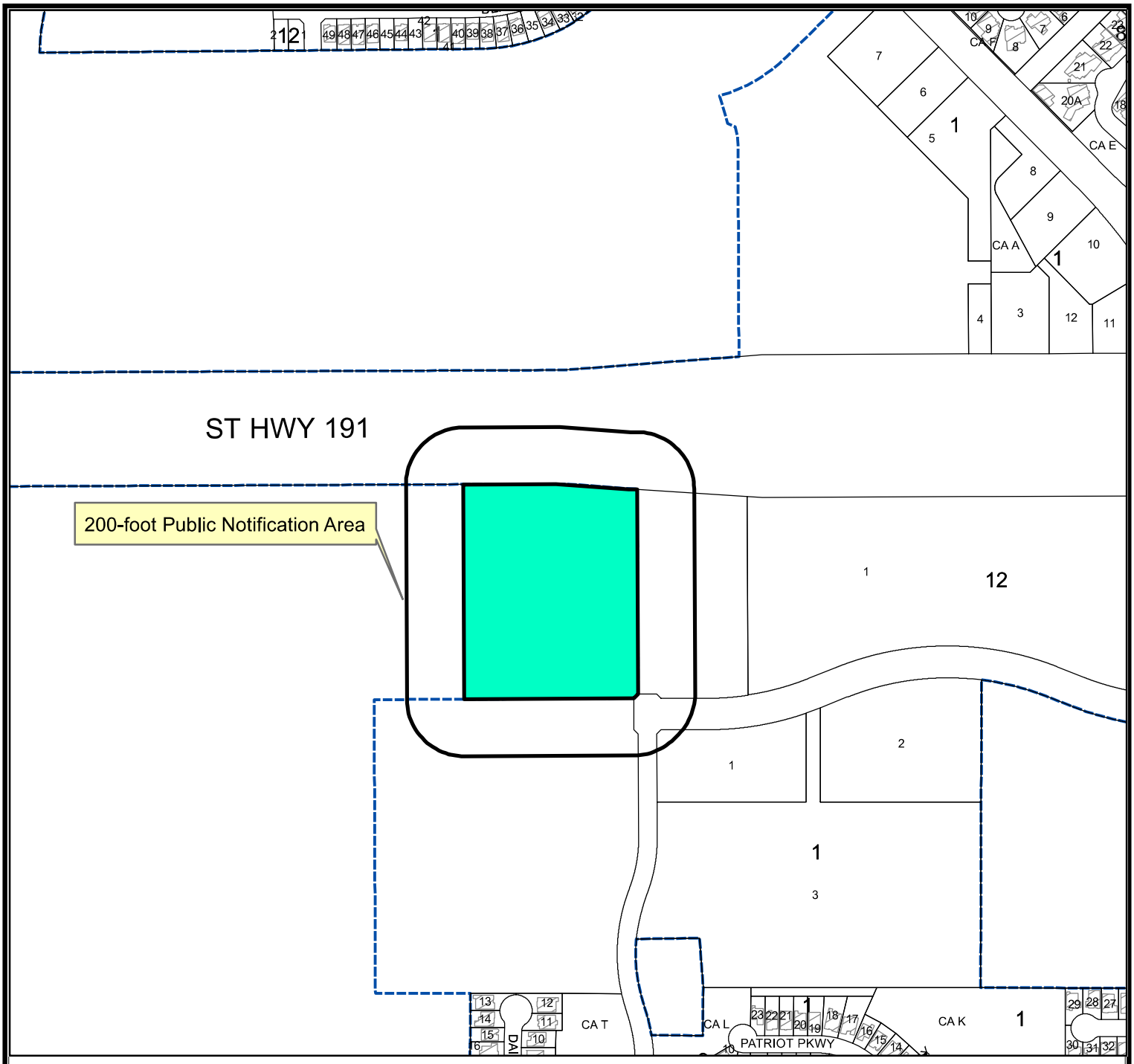
JACQUELINE L. MELLEN
Notary Public, State of Texas
Comm. Expires 04-24-2028
Notary ID 129443262

Jacqueline L Mellen
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☑ Application Fee
Check # 4815
☑ Dimensioned Site Plan
☑ Plans in Digital Format (PDF/JPEG)
Received By: Alexis
Date: RECEIVED MAY 22 2024
BY: .....

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

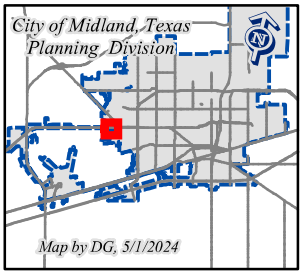
Z-24-0381 **Scale: 1" = 500'**

Consider a request by Maverick Engineering, on behalf of Cavender Real Estate of Midland IV, LLC, for an initial zoning of RR, Regional Retail District, for a 10.00-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

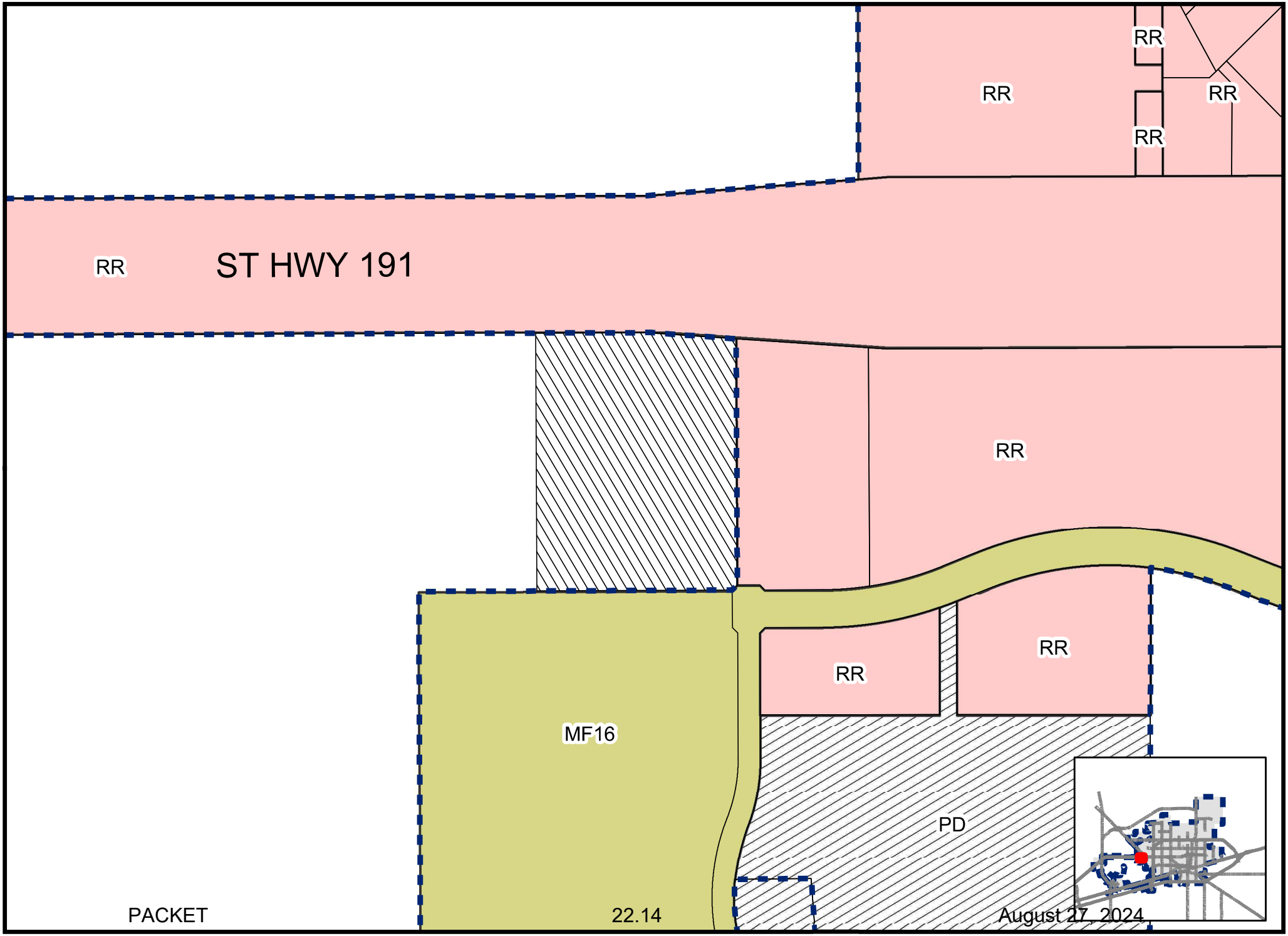
Generally located northwest of the intersection of Deauville Boulevard and Arlington Road (ETJ)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND 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.



Map AM, 7/10/2024

Z-24-0381

Scale: 1" = 350'

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.


ST HWY 191
1
12
1



2474611

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.

Special Warranty Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

CUMBERLAND AND WESTERN RESOURCES, LLC, a Wyoming limited liability company (hereinafter called "Grantor"), whose address is c/o Greg Betterton, 735 E. Venice Avenue, #200, Venice, Florida, 34285, for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, sold, conveyed and delivered, and does hereby grant, sell, convey and deliver unto Cavender Real Estate of Midland IV, LLC, a Texas limited liability company (hereinafter called "Grantee"), whose address is 5778 Stemmons, Ste. 130, San Antonio, Texas 78238, all of the Grantor's right, title and interest in and to those lands located in Midland County, Texas, and described on Exhibit A hereto and made a part hereof for all purposes (the "Land"), and all buildings, fixtures and other improvements located on the Land, if any, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively the "Property").

This conveyance is subject to, and there is excepted from the warranty of this conveyance, only those certain exceptions set forth on Exhibit B attached hereto and made a part hereof, including any and all oil, gas and other minerals in and under and that may be produced from the Land that have been reserved or conveyed prior to the date of this Deed, but in all events only to the extent such matters are validly existing and are applicable to the Property (the "Permitted Exceptions").

EXCEPT THE SPECIAL WARRANTY OF TITLE GRANTED HEREIN (THE "EXPRESS REPRESENTATIONS AND WARRANTIES") GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, OR CONCERNING (i) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, (A) THE WATER, SOIL AND GEOLOGY THEREIN, (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES OR USES WHICH GRANTEE MAY ELECT TO CONDUCT THEREON, AND (C) THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS OR CONDITIONS ON OR IN THE VICINITY OF THE PROPERTY OR COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS; (ii) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE,

POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION OR OTHER ENCUMBRANCE; AND (iii) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL OR OTHER BODY. GRANTEE ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND GRANTEE RELIES SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, EXCEPT FORTH THE EXPRESS REPRESENTATIONS AND WARRANTIES. GRANTEE FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND GRANTOR (x) HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; AND (y) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES. THE CONVEYANCE OF THE PROPERTY PROVIDED FOR HEREIN IS MADE ON AN "AS IS" "WHERE IS" BASIS AND WITH ALL FAULTS, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL HAZARDS OR CONDITIONS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE CONVEYANCE BY GRANTOR HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PROPERTY, EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES.

Subject to the foregoing, Grantor hereby covenants and warrants that the interest in the Property being conveyed herein is free and clear of all liens.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor hereby binds itself, its successors and assigns, to warrant and forever defend the above described premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and Grantor further covenants and warrants that it is the owner of said Property with the full right to convey same.

[Signature Page Follows]

IN WITNESS whereof, this instrument is executed on this 24th day of April, 2024.

GRANTOR: CUMBERLAND & WESTERN RESOURCES, LLC,
a Wyoming limited liability company

By: _____
Greg Betterton, Manager

THE STATE OF FLORIDA '
'
COUNTY OF SARASOTA '

This instrument was acknowledged before me this 24th day of April, 2024, by Greg Betterton, as Manager of CUMBERLAND & WESTERN RESOURCES, LLC, a Wyoming limited liability company, on behalf of said company, personally known to me, and who did swear an oath.

JEANETTE PETERSON
MY COMMISSION # HH 308967
EXPIRES: August 21, 2025

_____
Notary Public

AFTER RECORDING, PLEASE RETURN TO:
Hornberger Fuller & Garza Incorporated
7373 Broadway, Suite 300
San Antonio, Texas 78209
Attention: Drew Fuller

Exhibits:
Exhibit A – Legal Description of Land
Exhibit B – Permitted Exceptions

EXHIBIT A
Legal Description of Land

Tract I: That certain 10.00 acre tract of land in Midland County, Texas, being more particularly described on Exhibit A-1 attached hereto.

Tract II: That certain 0.72 acre tract of land in Midland County, Texas, being more particularly described on Exhibit A-2 attached hereto.

A depiction of both tracts is attached hereto as Exhibit A-3.

EXHIBIT A-1
Tract I

FIELD NOTE DESCRIPTION OF A 10.00 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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THENCE S.14°45'54"E., ALONG THE WEST LINE OF SAID CALLED 30.80 ACRE TRACT REMAINDER, 717.77 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" FOR THE EAST SOUTHEAST CORNER HEREOF;

THENCE S.30°14'13"W., ALONG A CUTBACK ON SAID CALLED 6.975 ACRE TRACT 21.38 FEET TO A ONE HALF INCH IRON ROD FOUND AT THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR" FOR THE SOUTH SOUTHEAST CORNER HEREOF;

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THENCE N.75°15'04"E., ALONG SAID RIGHT OF WAY, 325.73 FEET TO A POINT WITHIN A TYPE I TxDOT MONUMENT FOUND FOR AN ANGLE CORNER HEREOF;

THENCE N.79°21'44"E., CONTINUING ALONG SAID RIGHT OF WAY, 257.97 FEET TO THE POINT OF BEGINNING, CONTAINING 435600 SQUARE FEET OR 10.00 ACRES OF LAND.

EXHIBIT A-2
Tract II

SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS.

FIELD NOTE DESCRIPTION OF A 0.72 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 634.887 ACRE "TRACT 8" AS DESCRIBED IN A WARRANTY DEED RECORDED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10692250.45, E.(x): 1725350.75, A ONE HALF INCH IRON ROD FOUND IN THE EAST LINE OF SAID CALLED REMAINDER OF "TRACT 8", BEING THE NORTH NORTHEAST CORNER OF A CALLED 21.30 ACRE TRACT OF LAND AS DESCRIBED IN CITY OF MIDLAND ORDINANCE 9872 AS RECORDED IN DOCUMENT NUMBER 2019-3041 OF SAID "OPR", FROM WHICH A ONE HALF INCH IRON ROD FOUND AT THE MOST NORTH NORTHWEST CORNER OF A CALLED 6.975 ACRE TRACT AS DESCRIBED IN A RIGHT OF WAY DEDICATION DEED RECORDED AS DOCUMENT NUMBER 2018-26065 IN SAID "OPR" BEARS N.30°14'13"E. 21.38 FEET FOR THE NORTHEAST CORNER HEREOF;

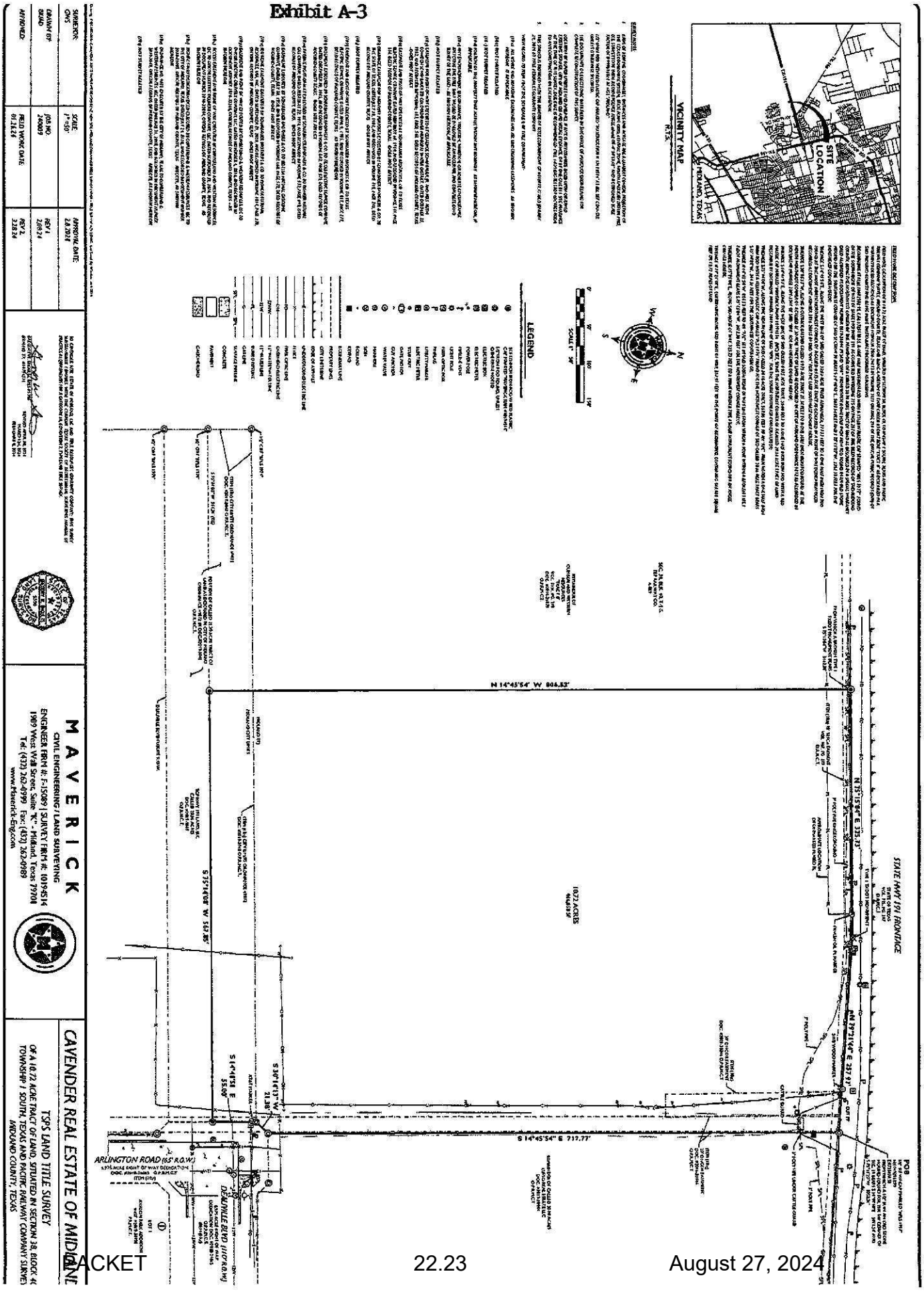
THENCE S.14°41'51"E., ALONG THE WEST LINE OF SAID CALLED 6.975 ACRE TRACT, 55.00 FEET TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET, BEING THE NORTHEAST CORNER OF A CALLED 20.16 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2019-9869 OF SAID "OPR", FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°14'08"W., ALONG THE NORTH LINE OF SAID CALLED 20.16 ACRE TRACT, 567.85 FEET TO AN "RPC", FROM WHICH A ONE HALF INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED "PLS 1974" FOUND FOR THE NORTHWEST CORNER OF SAID CALLED 20.16 ACRE TRACT BEARS S.75°14'08"W., 344.31 FEET FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°45'54"W., 55.09 FEET TO AN "RPC" SET FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°14'39"E., 567.91 FEET TO THE **POINT OF BEGINNING**, CONTAINING 31,258 SQUARE FEET OR 0.72 ACRES OF LAND.

Exhibit A-3



SURVEYOR:	SCALE:	APPROVAL DATE:
GRAHAM OFF BOARD	1" = 100'	2.8.2024
APPROVED:	JOB NO: 240801	REV 1: 2.20.24
	FIELD WORK DATE: 01.31.24	REV 2: 3.28.24

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514
1909 West Wall Street, Suite "K" - Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
www.maverick-eng.com

CAVENDER REAL ESTATE OF MIDLAND

TSP'S LAND TITLE SURVEY

OF A 10.72 ACRE TRACT OF LAND, SITUATED IN SECTION 38, BLOCK 41, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS

EXHIBIT B
Permitted Exceptions

The following matters and all terms of the documents creating or offering evidence of the matters:

1. Designated Acreage Agreement by and between M. W. Branum and Clarence Scharbauer et al, dated May 2, 1984, and recorded in Volume 819, Page 712, Deed Records of Midland County, Texas.

2. Easement and Right-of-Way executed by Scharbauer Brothers & Co. to Texas Electric Service Company, dated April 9, 1985, and recorded in Volume 867, Page 277, Deed Records of Midland County, Texas.

3. Easement and Right-of-Way executed by Cumberland & Western Resources, LLC, to Oncor Electric Delivery Company, LLC, dated November 8, 2016, and recorded in Document No. 2016-33266, Official Records of Midland County, Texas.

4. Access Easement and Right-of-Way executed by Cumberland and Western Resources, LLC, to Oncor Electric Delivery Company, LLC, dated September 28, 2016, and recorded in Document No. 2016-33844, Official Records of Midland County, Texas.

5. Right-of-Way Dedication Deed executed by Cumberland & Western Resources, LLC, to the City of Midland, Texas, dated July 2, 2018, and recorded in Document No. 2018-26065, Official Records of Midland County, Texas.

6. Ordinance No. 9872 executed by the City of Midland, Texas, to Cumberland & Western Resources, LLC, dated January 31, 2018, and recorded in Document No. 2019-3041, Official Records of Midland County, Texas.

7. Unmarked buried pipeline as shown on survey dated February 8, 2024, prepared by Gregory W. Shoults, RPLS No. 5356 on behalf of Maverick Civil Engineering.

8. 3" Poly pipe underground and surface pipeline as shown on survey dated February 8, 2024, prepared by Gregory W. Shoults, RPLS No. 5356 on behalf of Maverick Civil Engineering.

Midland County
Alison Haley
Midland County
Clerk

Instrument Number: 9450

eRecording - Real Property

Recorded On: April 29, 2024 03:34 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: $53.00

********** **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:	9450
Receipt Number:	20240429000136
Recorded Date/Time:	April 29, 2024 03:34 PM
User:	Amanda D
Station:	cc10299

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

MIDLAND

Be the Energy!

Cavender

Initial Zoning

August 13, 2024

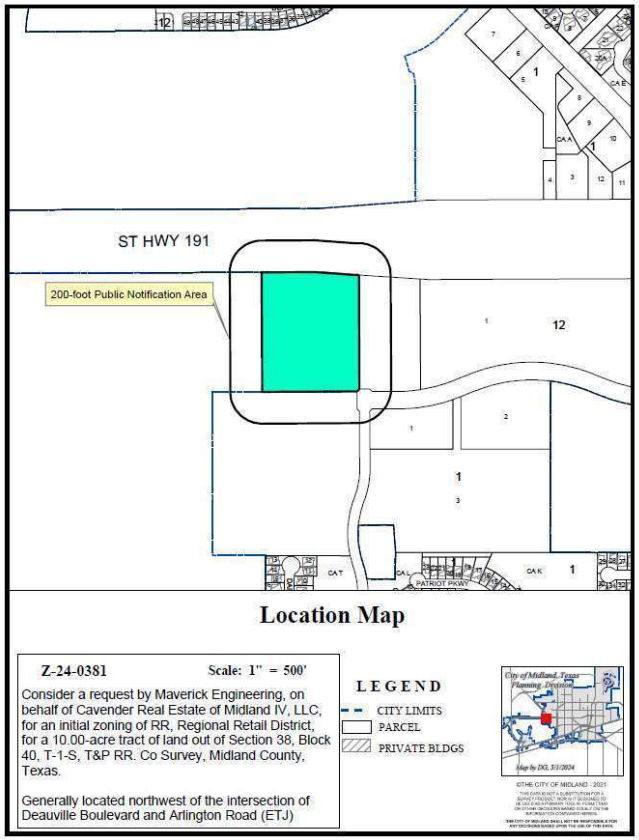
Visit Our Website:
MIDLANDTEXAS.GOV



1

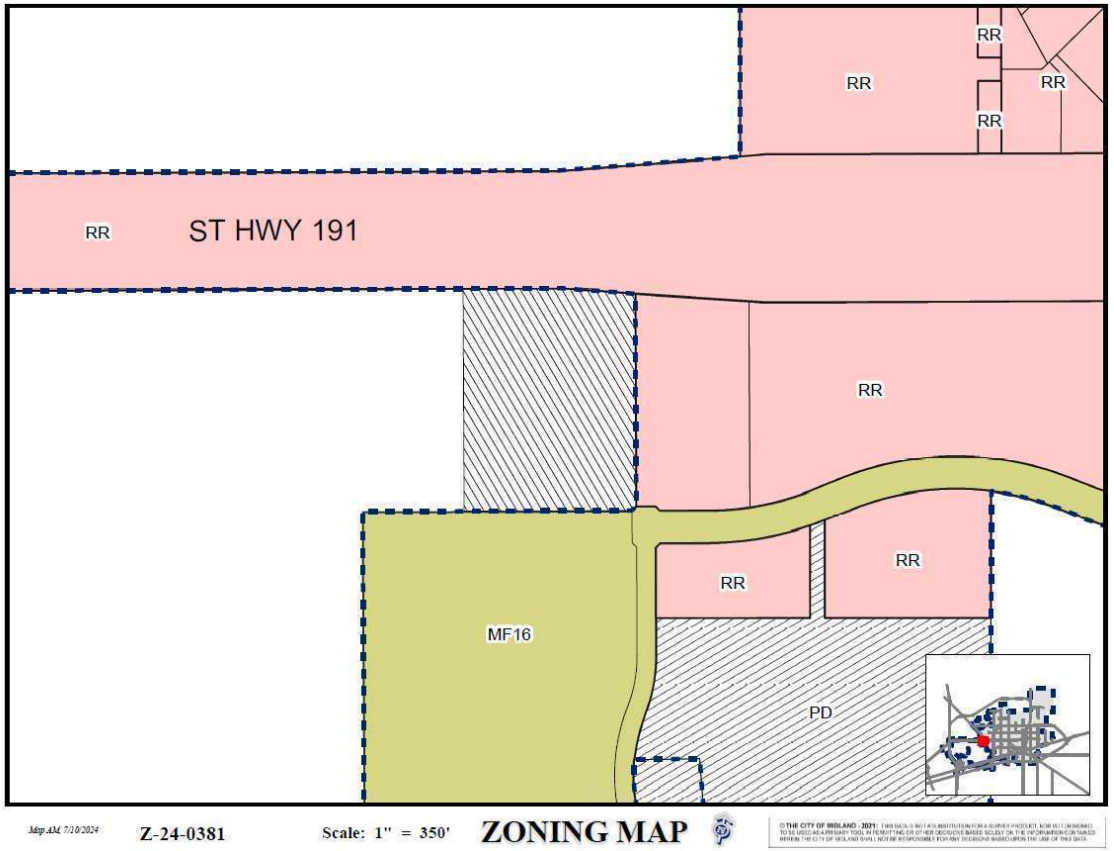
Cavender

- Maverick Engineering, on behalf of Cavender Real Estate of Midland IV, LLC
- Initial Zoning of RR, Regional Retail District
- 6601 Deauville Boulevard
- Approximately 10.00 acres



Cavender

- Currently Zoned: ETJ, Extraterritorial Jurisdiction
- Surrounding Zoning of the Property:
  - North and West: ETJ, Extraterritorial Jurisdiction
  - East: RR, Regional Retail District
  - South: MF-16, Multi Family Dwelling District
- Proposed Zoning of the property:
  - RR, Regional Retail District



Cavender

- Current Use: Vacant
- Proposed Use: Cavender Mercedes Dealership



Cavender

- Not designated by the Tall City Tomorrow



Tall City Tomorrow Land Use & Character Map



6

On 191, Looking South

Cavender

- No objection letters received
- This meets all applicable City Code; therefore, staff recommends *APPROVAL* of this initial zoning.

City Council Meeting

Item Number: 23

Meeting Date: August 13, 2024, August 27, 2024

To: City Council / City Manager

From: Elizabeth Triggs, Planning & Development Officer

Subject: AN ORDINANCE MAKING CERTAIN FINDINGS PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE; AUTHORIZING AND DIRECTING THE MAYOR OR THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"), TO MIDLAND SOUP KITCHEN MINISTRY ("GRANTEE") IN EXCHANGE FOR GRANTEE'S AGREEMENT TO USE THE PROPERTY IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY; SAID PROPERTY BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED AND BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ORCHARD LANE AND CARVER STREET; SAID CONVEYANCE BEING CONDITIONED ON APPROVAL BY A MAJORITY OF VOTES RECEIVED AT AN ELECTION; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The ordinance proposes to convey a 3.74-acre tract of land, an unimproved portion of Hidalgo Park, to the Midland Soup Kitchen Ministry, a nonprofit organization. The Ministry plans to use the property to expand its soup kitchen operations, which align with a public purpose. The ordinance stipulates that the conveyance is subject to several conditions:

1. **Public Use Requirement:** The Ministry must use the property primarily to promote a public purpose of the City. If it fails to do so, the property ownership automatically reverts to the City.
2. **Approval by Election:** The conveyance must be approved by a majority vote in a public election. If not approved, the ordinance and conveyance will not take effect.

3. **Mineral Rights:** The City retains all rights to any oil, gas, or other minerals under the property.

The ordinance also includes provisions to ensure it remains valid even if certain parts are found unconstitutional or invalid.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a financial impact to the City.

Strategic Priority:

Quality of Life and Place

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN FINDINGS PURSUANT TO CHAPTER 26 OF THE TEXAS PARKS AND WILDLIFE CODE; AUTHORIZING AND DIRECTING THE MAYOR OR THE CITY MANAGER TO EXECUTE ALL DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY A 3.74-ACRE TRACT OF LAND OUT OF BLOCKS 29 AND 36, EAST MIDLAND ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (THE "PROPERTY"), TO MIDLAND SOUP KITCHEN MINISTRY ("GRANTEE") IN EXCHANGE FOR GRANTEE'S AGREEMENT TO USE THE PROPERTY IN A MANNER THAT PRIMARILY PROMOTES A PUBLIC PURPOSE OF THE CITY; SAID PROPERTY BEING A PORTION OF HIDALGO PARK THAT IS MOSTLY UNIMPROVED AND BEING GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF ORCHARD LANE AND CARVER STREET; SAID CONVEYANCE BEING CONDITIONED ON APPROVAL BY A MAJORITY OF VOTES RECEIVED AT AN ELECTION; AND ORDERING PUBLICATION

WHEREAS, Midland Soup Kitchen Ministry ("Grantee"), a nonprofit organization exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986, as amended, has requested that the City convey to Grantee a 3.74-acre tract of land out of Blocks 29 and 36, East Midland Addition, City and County of Midland, Texas (the "Property"), said Property being more fully described in Exhibit "A", which is attached hereto and incorporated herein, in exchange for Grantee's agreement to use the Property in a manner that primarily promotes a public purpose of the City; and

WHEREAS, the Property is a portion of Hidalgo Park that is mostly unimproved; and

WHEREAS, Grantee proposes to use the Property in a manner that primarily promotes a public purpose of the City; specifically, Grantee proposes to use the property primarily to expand its soup kitchen operations; and

WHEREAS, on August 13, 2024, in accordance with Chapter 26 of the Parks and Wildlife Code, the City Council held a public hearing on the proposed conveyance and Grantee's proposed use of the Property (collectively, the "Program"), and to the extent that the Property is a park, the Council finds and determines (1) that there is no feasible and

prudent alternative to the use or taking of the Property and (2) that the Program includes all reasonable planning to minimize harm to the Property, as a park; and

WHEREAS, the City Council finds that all required notices were given in accordance with all applicable laws; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Mayor or the City Manager to convey the Property to Grantee if such conveyance is approved by a majority votes received at an election;

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

SECTION ONE. That the recitals stated above are hereby approved and adopted.

SECTION TWO. That in accordance with Section 253.001(c) of the Local Government Code, the Mayor or the City Manager is hereby authorized and directed to negotiate and execute an agreement for the conveyance of the Property to Grantee as is and an instrument conveying the Property to Grantee as is, and to execute all other documents and to take all other actions necessary to effectuate said conveyance. All rights, title, and interests in all oil, gas, and other minerals of any kind whatsoever owned by the City in, on, and under the Property shall be reserved and excepted from the conveyance.

SECTION THREE. That in accordance with Section 253.011 of the Local Government Code, the aforementioned agreement shall (i) require Grantee to use the Property in a manner that primarily promotes a public purpose of the City and (ii) indicate that if Grantee at any time fails to use the Property in that manner, ownership of the Property automatically reverts to the City.

SECTION FOUR. That in accordance with Section 253.011 of the Local Government Code, the aforementioned instrument of conveyance shall (i) require Grantee to use the Property in a manner that primarily promotes a public purpose of the City and (ii) indicate that ownership of the Property automatically reverts to the City if Grantee at any

time fails to use the Property in that manner.

SECTION FIVE. That Sections Two, Three and Four of this ordinance shall become effective when the issue of the conveyance of the Property has been submitted to the qualified voters of the City at an election and has been approved by a majority of the votes received at the election. For the avoidance of doubt, if the issue of the conveyance of the Property is not submitted to the qualified voters of the City at an election, or if the conveyance is not approved by a majority of the votes received at such election, then Sections Two, Three and Four of this ordinance shall be of no force or effect, and no action shall be taken thereunder.

SECTION SIX. That 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. That 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, 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 3.74 ACRE TRACT OF LAND SITUATED IN BLOCKS 29 AND 36, ALONG WITH THE UNOPENED ROAD BETWEEN SAID BLOCKS, EAST MIDLAND ADDITION, AS SHOWN ON THE PLAT RECORDED IN VOLUME 1, ON PAGES 51 THROUGH 56 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS AND BEING A PORTION OF THE LANDS CONVEYED TO THE CITY OF MIDLAND IN VOLUME 34 ON PAGE 12 OF SAID DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT N.(y): 10697977.18, E.(x): 1760567.65 A ONE HALF INCH IRON ROD WITH AN ALUMINUM CAP MARKED "COM" FOUND FOR THE NORTHEAST CORNER OF SAID BLOCK 29, IN THE WEST LINE OF NORTH CARVER AVENUE ON THE SOUTH LINE OF THE MULBERRY CHANNEL (MULBERRY LANE) FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°27'25"E., ALONG SAID NORTH CARVER AVENUE, 679.99 FEET TO A SPIKE NAIL WITH WHISKERS FOUND IN THE NORTH LINE OF ORCHARD LANE FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°31'24"W., ALONG SAID ORCHARD LANE, 60.00 FEET TO A MAG NAIL SET AT THE SOUTHEAST CORNER OF A TRACT CONVEYED TO THE MIDLAND SOUP KITCHEN, INC., IN A SPECIAL WARRANTY DEED FILED AS DOCUMENT NUMBER 2814 ON PAGE 1152 ON PAGE 345 OF SAID DEED RECORDS FOR AN EXTERIOR CORNER HEREOF;

THENCE THE FOLLOWING FOUR COURSES AND DISTANCE AROUND SAID SOUP KITCHEN TRACT;

1. N.14°27'25"W., 160.02 FEET TO A MAG NAIL SET;
2. S.75°31'24"W., 150.00 TO A ONE HALF INCH IRON ROD WITH A RED PLASTIC CAP MARKED "MAVERICK FIRM# 10194514" (RPC) SET;
3. S.14°27'25"E., 99.98 FEET TO AN "RPC" SET;
4. S.75°31'24"W., 90.00 FEET TO A BENT ONE HALF INCH IRON ROD FOUND IN THE WEST LINE OF SAID BLOCK 36 FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.07°25'57"E., 54.57 FEET TO A CHAIN LINK FENCE CORNER FOUND FOR AN INTERIOR CORNER HEREOF;

THENCE N.14°34'39"W., 569.31 FEET TO A ONE HALF INCH IRON ROD FOUND IN THE SOUTH LINE OF SAID MULBERRY CHANNEL FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°31'24"E., ALONG SAID MULBERRY CHANNEL, 280.85 FEET TO THE **POINT OF BEGINNING**, CONTAINING 162832 SQUARE FEET OR 3.74 ACRES OF LAND.



JULY 10, 2024

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

City Council Meeting

Item Number: 24

Meeting Date: August 13, 2024, August 27, 2024

To: City Council / City Manager

From: Marcia Bentley-German, City Governance Officer/City Secretary

Subject: AN ORDINANCE AMENDING TITLE I , "ADMINISTRATIVE" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO ADD CHAPTER 14, "TERMINATION OF CAMPAIGN TREASURER APPOINTMENT"; SAID CHAPTER ESTABLISHING A PROCESS BY WHICH TO TERMINATE THE CAMPAIGN TREASURER APPOINTMENT OF AN INACTIVE CANDIDATE OR POLITICAL COMMITTEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION (DISTRICT: ALL) (CITY SECRETARY'S OFFICE) (TRANSPARENT & CONSISTENT COMMUNICATION)

Purpose:

A process by which the clerk or secretary of the political subdivision may terminate the campaign treasurer appointment of an inactive candidate or political committee.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

(Transparent & Consistent Communication)

Discussion:

This chapter applies to the termination of the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with

the City Secretary of the City of Midland and for a period exceeding one year has not filed a report with the City Secretary under Chapter 254, Election Code.

Morris William Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE I, "ADMINISTRATIVE" OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO ADD CHAPTER 14, "TERMINATION OF CAMPAIGN TREASURER APPOINTMENT"; SAID CHAPTER ESTABLISHING A PROCESS BY WHICH TO TERMINATE THE CAMPAIGN TREASURER APPOINTMENT OF AN INACTIVE CANDIDATE OR POLITICAL COMMITTEE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND ORDERING PUBLICATION

WHEREAS, Section 252.0131 of the Texas Election Code provides that the governing body of a political subdivision may adopt a process by which the clerk or secretary of the political subdivision may terminate the campaign treasurer appointment of an inactive candidate or political committee; and

WHEREAS, the City Council finds it to be in the public interest to amend Title I, "Administrative" of the City Code of Midland, Texas, so as to add Chapter 14, "Termination of Campaign Treasurer Appointment" to establish a process to terminate the campaign treasurer appointment of an inactive candidate or political committee;

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

SECTION ONE. That Title I, "Administrative" of the City Code of Midland, Texas, is hereby amended by adding Chapter 14, "Termination of Campaign Treasurer Appointment", which shall read in its entirety as follows:

1-14-1. Application. This Chapter applies to the termination of the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with the City Secretary of the City of Midland

1-14-2. Inactive Candidate or Political Committee. For purposes of this Chapter, a candidate or political committee is inactive if the candidate or political committee:

(A) for a period exceeding one year has not filed a report with the City Secretary under Chapter 254, Election Code;

(B) in the case of a candidate, has not been elected to an office for which a candidate is required to file a campaign treasurer appointment with the City Secretary; and

(C) has not filed:

(1) a final report under Section 254.065 or 254.125, Election Code; or

(2) a dissolution report under Section 254.126 or 254.159, Election Code.

1-14-3. Termination Process.

(A) *Notice of consideration by the City Council.* The City Secretary is hereby authorized to initiate the termination of the campaign treasurer appointment of an inactive candidate or political committee in accordance with this Subsection. Not later than the 30th day before the date that the City Council will consider the proposed termination of the campaign treasurer appointment of an inactive candidate or political committee, the City Secretary shall give written notice to the affected candidate or political committee of:

(1) the proposed termination of the candidate's or political committee's campaign treasurer appointment;

(2) the date, time, and place of the meeting at which the City Council will consider the proposed termination; and

(3) the effect of termination of the candidate's or political committee's campaign treasurer appointment.

(B) *Consideration by the City Council; termination.* The City Council shall consider the proposed termination of the campaign treasurer appointment of an inactive candidate or political committee at a regularly scheduled open meeting. If the termination is approved by the affirmative vote of a majority of the City Council members who are present for the vote, the termination shall take effect on the 30th day after the date of the meeting.

(C) *Notice of termination.* Following the meeting at which the City Council votes to terminate the campaign treasurer appointment of an inactive candidate or political committee, the City Secretary shall promptly give written notice to the affected candidate or political committee that the appointment has been terminated. The notice shall state the effective date of the termination.

SECTION TWO. That 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 THREE. That 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 FOUR. That this ordinance shall become effective immediately upon final adoption.

SECTION FIVE. That 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

City Council Meeting

Item Number: 25

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Daniel Humbert, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; 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 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

LCA, Inc., on behalf of YMCA of Midland, is requesting a Specific Use Designation without Term for a day-care center located at 5549 Avalon Drive.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The property to the north is a neighborhood zoned CE, Country Estate District developed with single family-homes.

The properties to the south and west are zoned AE, Agricultural Estate District and are the locations of a shed and agricultural buildings.

The properties to the east are zoned RR, Regional Retail District and SF-3, Single-Family Dwelling District and are the locations of Oil Wells and an AT&T Cell Tower.

Analysis:

The property is located at 5549 Avalon Drive and is currently being developed into a recreational facility. The property is zoned AE, Agricultural Estate District, which allows for the use of *Child-Care: Day-Care Center* with a Specific Use Designation without Term. Per the definition of *Child-Care: Day-Care Center* as defined in Section 11-1-2.01.71:

Per Section 42.002 of the State of Texas Human Resource Code, as may be amended, "day-care center" means a child-care facility that provides care at a location other than the residence of the director, owner, or operator of the child-care facility for seven or more children under 14 years of age for less than 24 hours a day, but at least two hours a day, three or more days a week. [11-1-2.01.71]

The hours of operation for the YMCA are:

Monday through Sunday from 5 a.m. to 9 p.m.

The proposed hours of operation for the Child Care: Day-Care Center are:

Monday through Sunday from 7:30 a.m. to 9:00 p.m.

The request is in compliance with the Tall City Tomorrow Comprehensive Plan as the Tall City Tomorrow Plan designated this area as U-M, Urban-Medium. The U-M designation supports a mix of uses, including single-family residential, multi-family housing, schools, mid-sized parks and churches, commercial and other mixed uses. The YMCA and the Child-Care is a use that is complementary to the surrounding residential development as it provides services that benefit the surrounding property owners.

The request is also in compliance with Chapter 6-Character Plan Goal 4, which is to “Create vibrant multi-use destinations that support activities and residential settings for multiple generations.” This day-care center will enhance the quality of life in Midland by alleviating time restrictions for childcare, afterschool programs, and other similar youth outreach programs where current time limitations prohibit and encumber the effectiveness of these services.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

No objection

Engineering: (Approved)

No objection.

Transportation: (Approved)

No objection. [For the Applicant's information only.]

Building Code: (Approved)

No objections.

Planning:

The Planning & Zoning Commission recommended denial of this request on August 5, 2024.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for a Child Care: Day-Care Center, subject to Conditions A through E.

Conditions:

A. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday 7:30 a.m. to 9:00 p.m.

B. That the Establishment shall be operated in compliance with all applicable state and local laws, ordinances, rules and regulations.

C. That the following shall be located along the north side of the Property, approximately five feet (5') south of the Mockingbird Lane right-of-way:

1. a screening wall or a fence that is three feet six inches (3' 6") to eight feet (8') in height that is constructed of masonry, wrought iron, or a combination thereof; or

2. a berm with shade trees that are spaced a maximum of 30 feet apart.

D. That no vehicular or pedestrian access to or egress from the Property shall be permitted off of Mockingbird Lane except to the extent permitted by Building Permit No. COM24-000002024.

E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

Letters of Objection:

As of August 21, 2024, staff has received 5 letters of objection resulting in a 31.8% objection percentage. Supermajority vote by Council is required for this item to pass.

There are two letters from Peggy Veatch. However, only one objection per address is counted in the objection percentage. Therefore, the above percentage is the percentage of four objections.

Attachments:

Application
Maps
Photos
Objection Letters
PowerPoint

Jose E. Ort

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 1, BLOCK 1, YMCA ADDITION, SECTION 1, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF AVALON DRIVE AND MOCKINGBIRD LANE), WHICH IS PRESENTLY ZONED AE, AGRICULTURAL ESTATE DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR A CHILD-CARE: DAY-CARE CENTER; 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 Without Term for Lot 1, Block 1, YMCA Addition, Section 1, 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 Without Term for a Child-Care: Day-Care Center as defined in Section 11-1-2.01 of the City Code (the "Establishment"), together with the uses permitted in the present AE, Agricultural Estate District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday 7:30 a.m. to 9:00 p.m.

B. That the Establishment shall be operated in compliance with all applicable state and local laws, ordinances, rules and regulations.

C. That the following shall be located along the north side of the Property, approximately five feet (5') south of the Mockingbird Lane right-of-way:

1. a screening wall or a fence that is three feet six inches (3' 6") to eight feet (8') in height that is constructed of masonry, wrought iron, or a combination thereof; or

2. a berm with shade trees that are spaced a maximum of 30 feet apart.

D. That no vehicular or pedestrian access to or egress from the Property shall be permitted off of Mockingbird Lane except to the extent permitted by Building Permit No. COM24-000002024.

E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, 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

LCA Job # 23-014

MIDLAND Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUD WO-24-0043

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: LCA, Inc. (Agent for property owner)		Phone (432) 332-5058 Email LCA@LCAODESSA.COM	
Address 521 N. Texas Avenue	City Odessa	State TX	Zip 79761

Property Owner Printed Name: YMCA of Midland / Christine Bearden, CEO		Phone (432) 682-2551 Email cthomas@midlandymca.org	
Address 800 North Big Spring Street PO BOX 954 -79702	City Midland Midland	State TX TX	Zip 79701 79702

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Type of Permit: SUD without Term

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 6401 Mockingbird Lane (A new address is pending. GIS is working on assigning an address for the property off of Avalon).

Legal Description
Lot: 1 Block: 1 Subdivision: YMCA Addition, Section 1

Current Zoning: AE

Maximum Floor Area: 12,405 **Maximum Occupancy:** 535

Proposed hours and days of use or operation: Hours of operation for SUD services = Monday-Sunday (7 days a week) from 7:30 AM-9:00 PM. YMCA's full operational hours are 5:00 AM to 9:00PM. Monday-Sunday.

Reason for request: SUD will alleviate time restrictions for childcare, after school programs, and other similar youth outreach programs where current time limitations prohibit and encumber the effectiveness of these services.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: As a 501C3 Nonprofit, the YMCA is dedicated to improving public safety, health, morals, general welfare. As such, this SUD application adds to the YMCA's ability to service the area's increasing and long undeserved need for affordable child care.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Christine R. Bearden	Date: 6-14-24
Property Owner (printed): Christine R. Bearden	

The Specific Use Designation 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 Levi Bryand who, being by me duly sworn, upon oath says: That (s)he is authorized by Christine R. Bearden (ymca), 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 10th day of June, 2024, to certify which witness my hand and seal of office.

ALMA AURORA GARZA
Notary Public, State of Texas
Comm. Expires 03-27-2027
Notary ID 134273686

Alma Aurora Garza

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

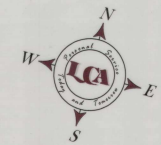
FOR OFFICE USE ONLY

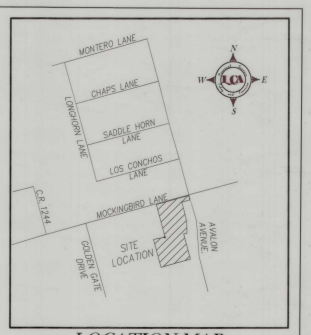
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check # 42381	RECEIVED JUN 25 2024 BY:
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****

YMCA ADDITION SECTION 1

BEING A PLAT OF A 7.017-ACRE TRACT OF LAND OUT OF SECTIONS 23 AND 24, BLOCK 40, T-1-S, T&P R.R. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS





LOCATION MAP

STATE OF TEXAS §
COUNTY OF MIDLAND §

BEING A 7.017 ACRE TRACT OF LAND LOCATED IN SECTIONS 23 AND 24, BLOCK 40, T-1-S, T & P RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A 24.203 ACRE TRACT DESCRIBED IN WARRANTY DEED FROM CLK-ABR, INC TO THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS RECORDED IN DOCUMENT NO. 2023-9344 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING A 0.992 ACRE TRACT TO THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF MIDLAND, TEXAS RECORDED IN DOCUMENT NO. 2023-5767, OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y= 10, 709,065.19' & X= 1,723,099.63') A 2 INCH IRON PIPE FOUND IN THE SOUTH LINE OF MOCKINGBIRD LANE A 60-FOOT-WIDE PUBLIC RIGHT OF WAY RECORDED IN CABINET I, PAGE 22, OF THE MIDLAND COUNTY PLAT RECORDS FOR THE NORTHEAST CORNER OF SECTION 23, AND THE NORTHWEST CORNER OF SECTION 24, SAME BEING THE NORTHWEST CORNER OF THE SAID 0.992 ACRE TRACT AND THE NORTHEAST CORNER OF THE SAID 24.203 ACRE TRACT WHENCE A 1/2 INCH IRON ROD FOUND WITH CAP MARKED "HOWELL 280" BEARS S 00°15'38" W, A DISTANCE OF 1.10 FEET;

THENCE N 75°23'27" E , ALONG THE NORTH LINE OF SECTION 24, PASSING A 1/2 INCH ROD FOUND FROM PREVIOUS SURVEY FOR THE COMMON CORNER OF SECTIONS 13 AND 14, SAME BLOCK AND SURVEY AT 138.32 FEET THEN CONTINUING IN ALL A DISTANCE OF 195.35 FEET TO A 2 INCH ALUMINUM CAP MARKED " CITY OF MIDLAND" FOR THE NORTHWEST OF A 24.53 ACRE TRACT RECORDED IN DOCUMENT NO. 2012-18887, SAME BEING THE NORTHWEST CORNER OF A 408.30 ACRE TRACT CURRENTLY OWNED BY EXXON MOBILE CORPORATION IN CARE OF XTO ENERGY INC. AND RECORDED IN DOCUMENT NO. 2015-9803 OF THE OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY AND BEING THE NORTHEAST CORNER OF THIS PROPERTY DESCRIBED;

THENCE S 14°35'59" E, CALLED (S 14°51'52" E,) IN THAT DEED OF THE 24.53 ACRE TRACT ALONG THE NORTHERNMOST WEST LINE OF THE SAID 24.53 ACRES AND THE NORTHEAST LINE OF THIS PROPERTY DESCRIBED A DISTANCE OF 58.80 FEET CALLED (59.13) TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "LCA ODESSA TX" FOR THE NORTHEAST CORNER OF A 0.97 ACRE TRACT TO THE CITY OF MIDLAND RECORDED IN VOLUME 2971, PAGE 667, OF THE MIDLAND COUNTY DEED RECORDS;

THENCE S 75°24'01" W, CALLED (S 74°26'00" W,) ALONG THE NORTH LINE OF THE SAID 0.97 ACRE TRACT A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON FOUND WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOR THE NORTHWEST CORNER OF THE 0.97 ACRES AND BEING AN ELL CORNER OF THIS PROPERTY DESCRIBED;

THENCE S 59°35'56" E, CALLED (S 60°34'00" E,) A DISTANCE OF 14.14 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED " LCA ODESSA TX" (CONTROL MONUMENT) FOR AN ANGLE POINT TO THE RIGHT;

THENCE S 14°35'59" E, CALLED (S 15°34'00" E,) CONTINUING ALONG THE WEST LINE OF THE 0.97 ACRES A DISTANCE OF 120.00 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED " LCA ODESSA TX" (CONTROL MONUMENT) FOR THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET, DELTA ANGLE 15°46'10" WITH A CHORD BEARING AND DISTANCE OF S 06°42'52" E 260.64 FEET;

THENCE WITH SAID CURVE TO THE RIGHT AND THE WEST LINE OF THE SAID 0.97 ACRES AN ARC LENGTH OF 261.47 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED " LCA ODESSA TX" FOR A POINT OF TANGENCY;

THENCE S 01°10'00" W, CONTINUING WITH THE WEST LINE OF THE SAID 0.97 A DISTANCE OF 27.90 FEET CALLED (S 00°12'09" W, 27.09 FEET) TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED " LCA ODESSA TX" IN THE NORTH LINE OF A 35.16 ACRE TRACT TO THE CITY OF MIDLAND RECORDED IN VOLUME 1041, PAGE 287, OF THE MIDLAND COUNTY DEED RECORDS FOR THE SOUTHWEST CORNER OF THE SAID 0.97 ACRES;

THENCE S 80°18'28" W, CALLED (S 80°02'49" W,) ALONG THE SOUTH LINE OF THE ABOVE SAID 0.992 ACRES AND THE NORTH LINE OF THE SAID 35.16 ACRE TRACT A DISTANCE OF 44.42 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP MARKED " LCA ODESSA TX" IN THE WEST LINE OF SECTION 24, AND THE EAST LINE OF THE SAID 24.203 ACRES FOR THE SOUTHWEST CORNER OF THE SAID 0.992 ACRES;

THENCE S 14°19'30" E, CALLED (S 15°16'00" E,) ALONG THE EAST LINE OF SECTION 24, AND THE 24.203 ACRES A DISTANCE OF 346.12 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "LCA ODESSA TX" FOR THE SOUTHEAST CORNER OF THIS PROPERTY DESCRIBED WHENCE A 1/2 INCH IRON ROD FOUND BEARS S 75°19'03" W, A DISTANCE OF 0.51 FEET ALSO FROM SAID 1/2 INCH IRON ROD SET A 1 INCH IRON PIPE FOUND (CONTROL MONUMENT) FOR THE SOUTHEAST CORNER OF A 2.248 ACRE TRACT RECORDED IN VOLUME 713, PAGE 53, OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS BEARS S 14°19'30" E, A DISTANCE OF 4417.90 FEET ;

THENCE S 75°19'03" W, CALLED (S 75°22'07" W,) ALONG THE SOUTH LINE OF THE 24.203 ACRES AND THE NORTH LINE OF A 60-FOOT RIGHT OF WAY DEDICATION BY LLANO ESTACADO ADDITION SECTION 2, RECORDED IN CABINET H, PAGE 16, OF THE MIDLAND COUNTY, PLAT RECORDS, PASSING A 1/2 INCH IRON ROD FOUND WITH CAP MARKED "SCHUMANN" FOR THE NORTHEAST CORNER OF LLANO ESTACADO ADDITION SECTION 3, RECORDED IN CABINET H, PAGE 224, OF THE MIDLAND COUNTY, PLAT RECORDS AT 60.34 FEET CONTINUING IN ALL A DISTANCE OF 405.83 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "LCA ODESSA TX" FOR THE SOUTHWEST CORNER OF THIS PROPERTY DESCRIBED;

THENCE N 14°19'30" W, WITH THE MOST SOUTHWEST LINE OF THIS PROPERTY DESCRIBED A DISTANCE OF 382.03 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "LCA ODESSA TX" ON THE SOUTH LINE OF 50' PIPELINE EASEMENT (PER NATURAL RESOURCES CODE) TO GULF REFINING COMPANY RECORDED IN VOLUME 82, PAGE 354, OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS (NO WIDTH STATED) ASSIGNED TO PLAINS PIPELINE L.P.

THENCE N 80°04'59" E, WITH THE SOUTH LINE OF SAID 50' PIPELINE EASEMENT A DISTANCE OF 156.63 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "LCA ODESSA TX" FOR AN ELL CORNER OF THIS PROPERTY DESCRIBED;

THENCE N 14°19'30" W, A DISTANCE OF 447.64 FEET TO A 1/2 INCH IRON ROD SET WITH CAP MARKED "LCA ODESSA TX" IN THE SOUTH LINE OF SAID MOCKINGBIRD LANE FOR THE NORTHWEST CORNER OF THIS PROPERTY DESCRIBED;

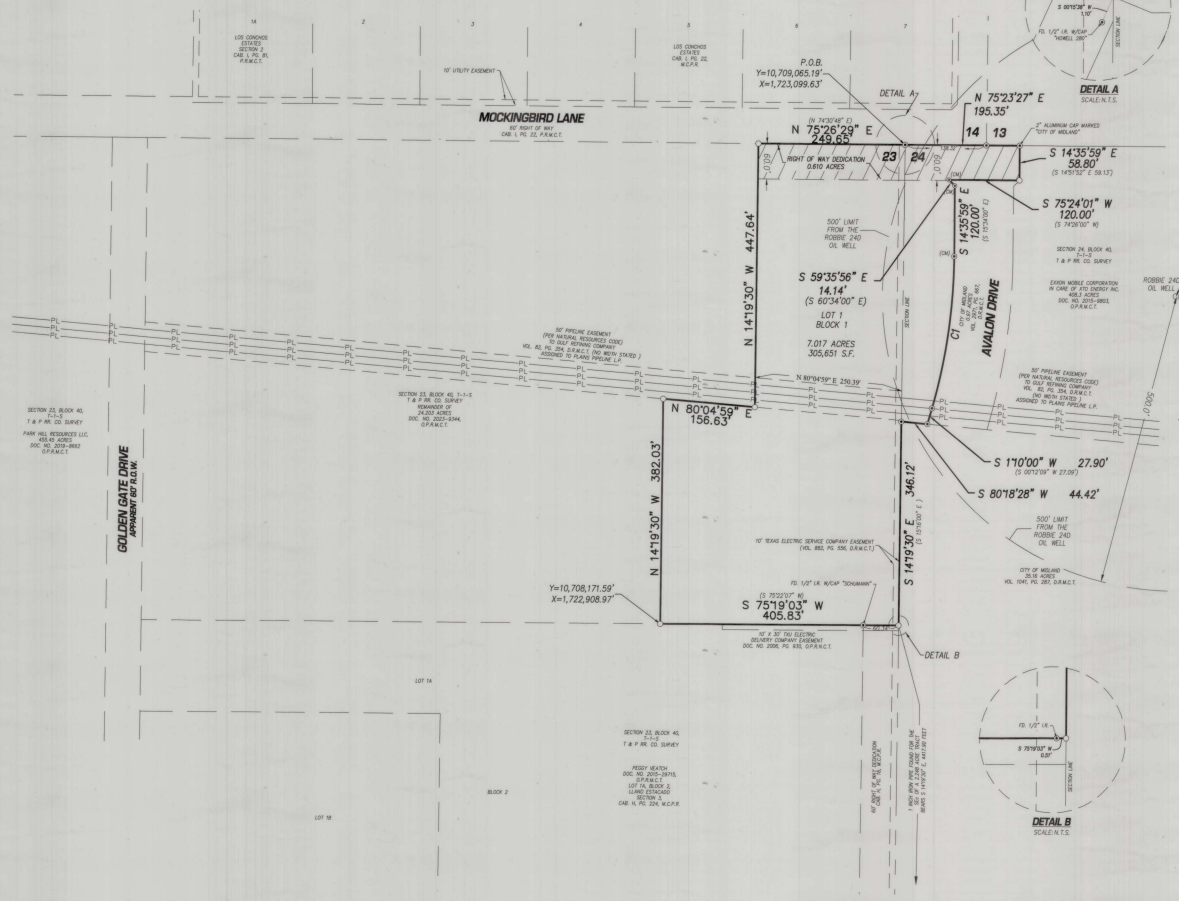
THENCE N 75°26'29" E, CALLED (N 74°33'48" E) ALONG THE SOUTH LINE OF MOCKINGBIRD LANE A DISTANCE OF 249.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.017 ACRES OF LAND OF WHICH 0.610 ACRES TO BE DEDICATED FOR MOCKINGBIRD LANE AND AVALON AVENUE.

GENERAL NOTES

1. Approval of a site plan by the City of Midland may be required before this lot may by developed and before a building permit may be obtained
2. Selling a portion of this addition by metes and bounds may be a violation of city ordinance and state law subject to fines and withholding of utilities and building permits.
3. According to the FEMA Flood Insurance Rate Map Numbers 48329C0066F and 48329C0175F Dated September 16, 2005 shows this property not to lie in a flood hazard area this property lies in zone "X unshaded"
4. Beatings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on upon the City of Midland, control monument "17/93" (Y=10,710,909.30' and X=1,728,902.29 Elevation 2861.94 NAVD 88) with a theta angle of -00°56'36.832" and a combined grid factor of 0.999909382.
5. All lot corners shall be monumented with a 1/2 inch iron rod with a plastic cap stamped "LCA ODESSA TX" unless otherwise noted.
6. Comply with the existing drainage analysis titled YMCA Addition, Section 1, sealed by Levi Bryand P.E., and approved by the City of Midland on Sept. 13, 2023 by Adrian Acosta, or any revisions, corrections, amendments, or replacements of this drainage analysis that are approved by the City of Midland.
7. Initial impact fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the building permit process. Additional impact fees or increase in fees may not be addressed against the tract unless the number of service units to be developed on the tract increases.

LEGEND

⊙	FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
○	SET 1/2" I.R. W/CAP UNLESS OTHERWISE NOTED
(CM)	CONTROL MONUMENT
M.C.D.R.	MIDLAND COUNTY DEED RECORDS
M.C.P.R	MIDLAND COUNTY PLAT RECORDS
O.P.R.M.C.T.	OFFICIAL PUBLIC RECORDS MIDLAND COUNTY TEXAS



CERTIFICATE OF APPROVAL

For approval by the Commission:

This is to certify that the above and foregoing of YMCA Addition Section 1 was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas

on this 15 day of April, 2024.

SIGNED: _____
CHAIRMAN OF PLANNING & ZONING COMMISSION
LUCY SISNIEGA

SIGNED: _____
SECRETARY OF PLANNING & ZONING COMMISSION
XAVIER BAUGUESS

THE UTILITY COMPANIES CERTIFICATE

This plat has been checked for accessibility of utilities

Mark Lieb
ATMOS ENERGY
Jeffrey K Henderson

Guadalupe Fernandez
AT&T TELEPHONE COMPANY
Luis Montez

ONCOR ELECTRIC
Vicki Byler

OPTIMUM

ASTOUND BROADBAND

CURVE TABLE					
Curve #	DELTA	RADIUS	LENGTH	CD. BEARING	CD. DIST.
C1	15°46'10"	950.00'	261.47'	S 06°42'52" E	260.64'

Lat: N32° 02' 08.61"
Long: W102° 10' 56.10"

KNOW NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Christine Bearden do hereby adopt this plat designating the herein described property as, YMCA Addition Section 1 being a plat of a 7.017-acre tract of land out of Sections 23 and 24, Block 40, T-1-S, T&P R.R. Co. Survey, an addition to the City Midland, Midland County, Texas and do hereby dedicate to the public use forever the streets, alley and easements shown thereon for the purpose and consideration therein expressed, and an easement of egress and ingress for trash collection, and location and maintenance of trash containers, and as a condition of said easement that no construction shall commence on the said lot or lots until the exact location of said containers there with have been selected and approved by the Director of Utilities.

Christine R. Bearden
CHRISTINE BEARDEN CEO
YMCA OF MIDLAND

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Christine Bearden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20 day of March 2024.

My commission expires: March 27, 2027

ALMA AURORA GARZA
Notary Public, State of Texas
Comm. Expires 03-27-2027
Notary ID 134736661

Alma Aurora Garza
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:

That I, Randy A. Anderson, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Midland, Texas.

Randy Anderson
RANDY A. ANDERSON, R.P.L.S. # 5403
3-20-24

STATE OF TEXAS
RANDY A. ANDERSON
5403
LAND SURVEYOR

OWNER: YMCA OF MIDLAND
CHRISTINE BEARDEN CEO
800 NORTH BIG SPRING STREET
MIDLAND, TX 79701
P.O. BOX 2696 - 79702
PHONES: (432) 682-2551 EXT 105

ENGINEER: LANDGRAF, CRUTCHER & ASSOC. INC.
521 NORTH TEXAS
ODESSA, TEXAS 79761-5131
PHONE: (432) 332-5058

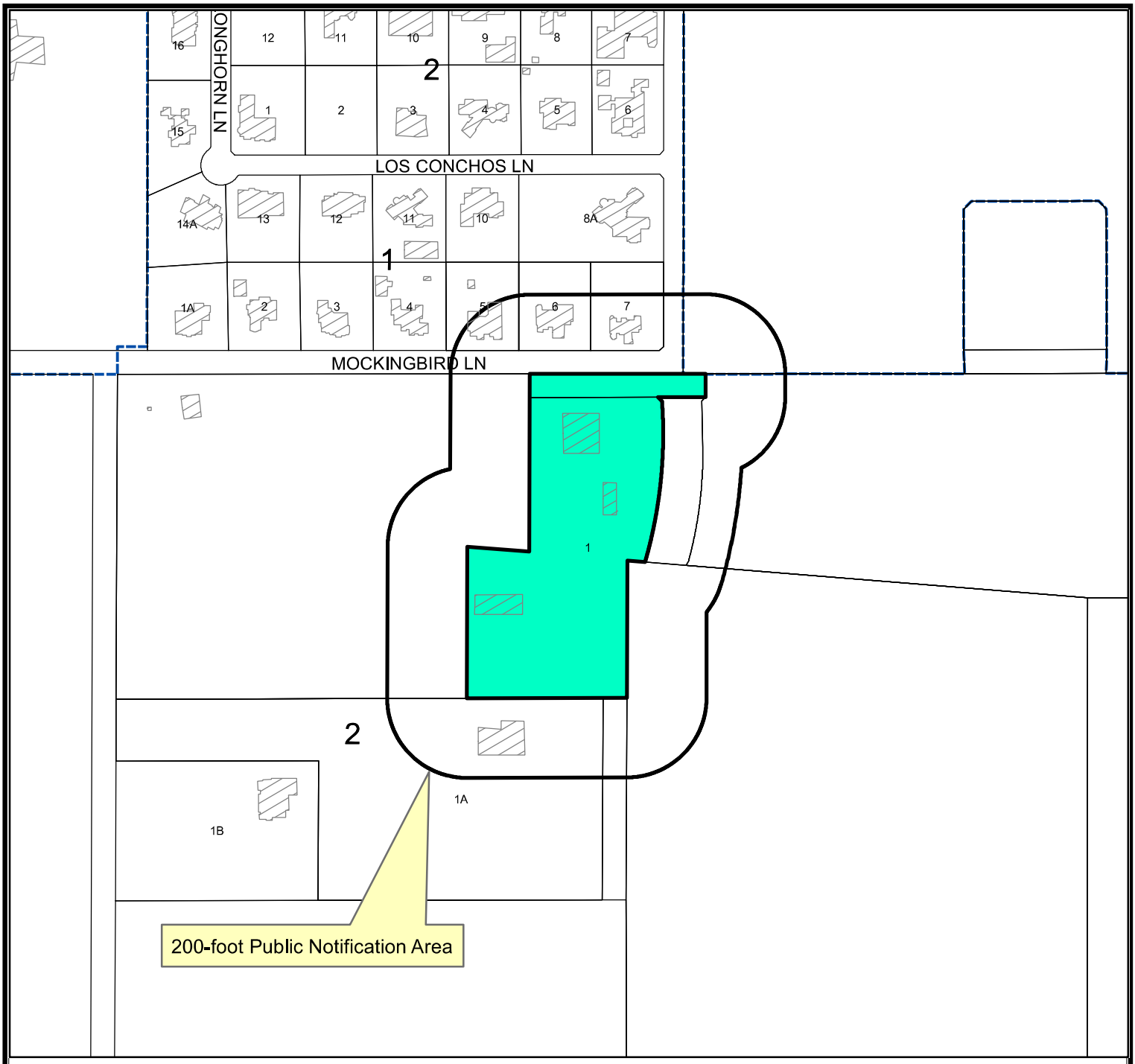
PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
No. 2024-8525
DATE 4-17-2024

CITY OF MIDLAND TEXAS

END. _____ ET. _____
BW. _____ DFT. _____
LCA JOB No. 2023-014

YMCA ADDITION SECTION 1

LCA
Personal Service, Today and Tomorrow
ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10034300
Phone # (432) 332-5058 E-Mail : lca@lcaodessa.com



Location Map

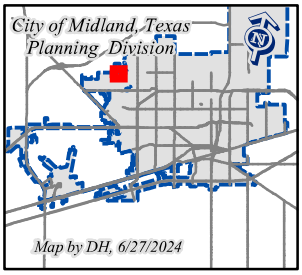
SUDwo-24-0043 **Scale: 1" = 360'**

Consider a request by LCA, Inc., on behalf of YMCA of Midland, for a Specific Use Designation Without Term for a Child-Care: Day-Care Center on Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

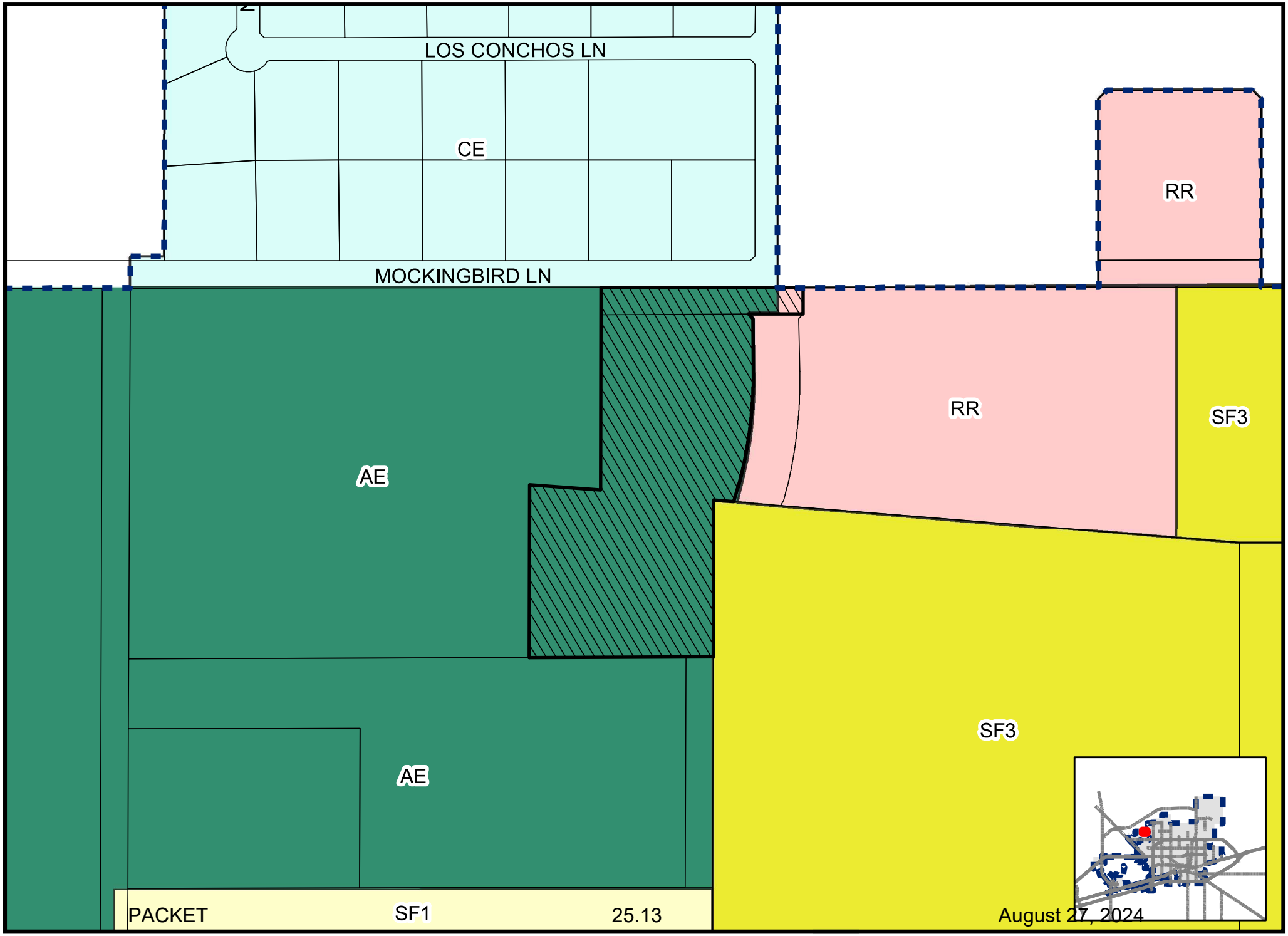
Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE 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.



Map DH, 7/30/2024

SUD-24-0043

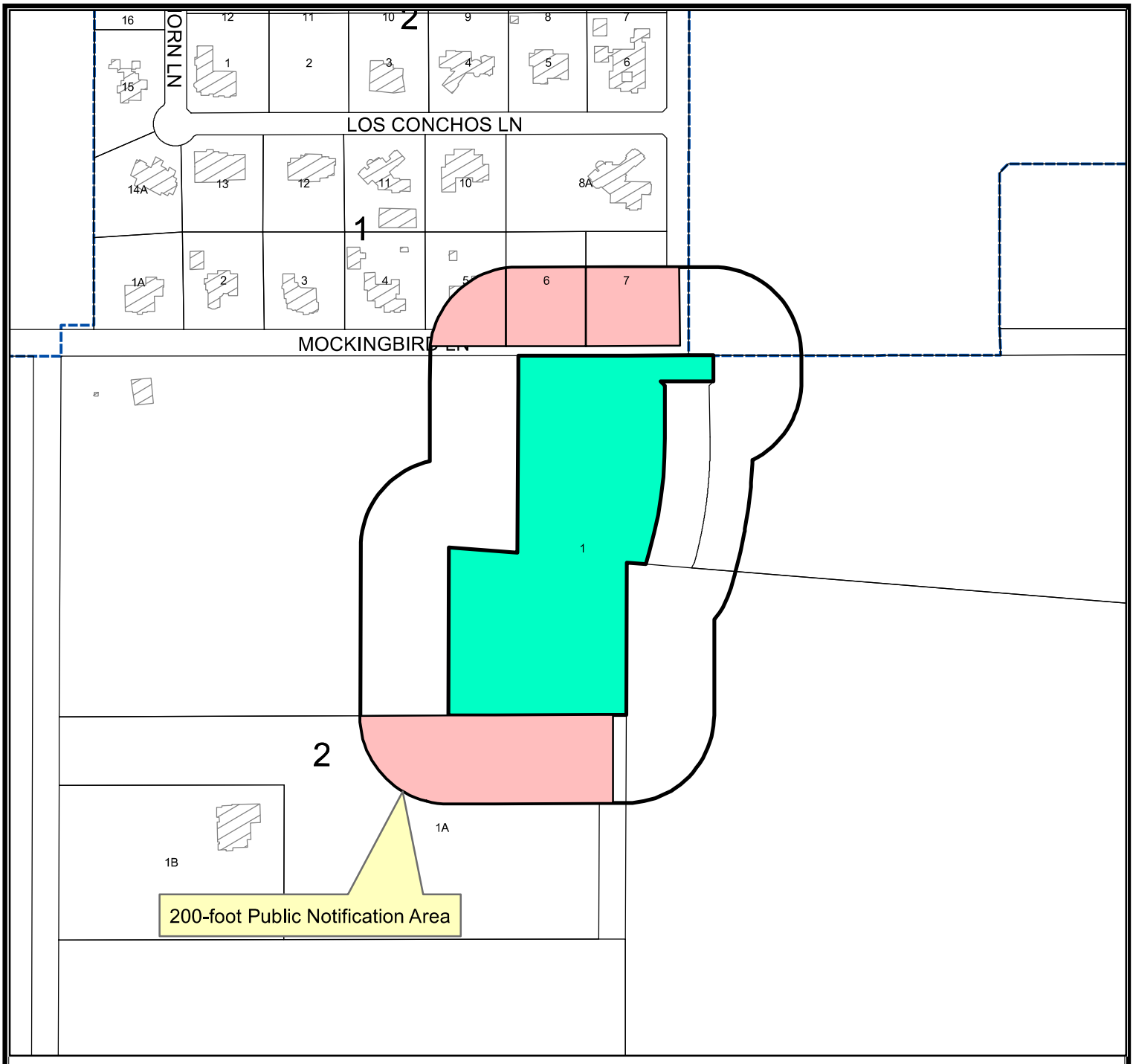
Scale: 1" = 265'

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.


MOCKINGBIRD LN
1
2





31.8% Objection

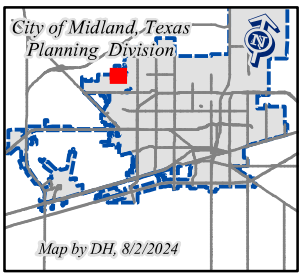
SUDwo-24-0043 **Scale: 1" = 324'**

Consider a request by LCA, Inc., on behalf of YMCA of Midland, for a Specific Use Designation Without Term for a Child-Care: Day-Care Center on Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS THE ONLY 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
Planning Division

RECEIVED
JUL 30 2024

PEGGY VEATCH
5508 GOLDEN GATE DR
MIDLAND TX 79707-9608

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **August 5, 2024,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701 on a request by **LCA, Inc., on behalf of YMCA of Midland,** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION:	Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.
LOCATION:	Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)
CURRENT ZONING:	AE, Agricultural Estate District.
SPECIFIC USE:	Child-Care: Day-Care Center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** I DO NOT Want my bldgs or property restricted for any YMCA reason to prevent me from further developement on my property. This project is going to create too much traffic and an unacceptable noise level for a residential area.

Required Information:

Peggy Veatch
Property Owner's Signature

Peggy Veatch
Printed Name

5508 Golden Gate Dr.
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Planning Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

MIDLAND
Planning Division

JAQUEZ EDWIN DANIEL
6400 MOCKINGBIRD LN
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **August 5, 2024,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701 on a request by **LCA, Inc., on behalf of YMCA of Midland,** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION:	Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.
LOCATION:	Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)
CURRENT ZONING:	AE, Agricultural Estate District.
SPECIFIC USE:	Child-Care: Day-Care Center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** Night mare Traffic. Infrastructure not there!

Required Information:

Edwin Jaquez — Property Owner's Signature

Edwin Jaquez — Printed Name

6400 Mockingbird Ln — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Planning Manager
Department of Development Services

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MIDLAND
Planning Division

BURKHOLDER Audrey
6406 MOCKINGBIRD LN
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, August 5, 2024,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701 on a request by **LCA, Inc., on behalf of YMCA of Midland,** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION:	Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.
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SPECIFIC USE:	Child-Care: Day-Care Center.

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I object to this request ✓ **Comments:** Lack of infrastructure/traffic / originally stated no SUD's would be requested. This organization has not worked with the neighborhood...

Required Information

Property Owner's Signature — Audrey Burkholder (Printed Name) — 6406 Mockingbird Ln 79707 (Property Address (**No P. O. Boxes**))

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Planning Manager
Department of Development Services

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MIDLAND
Planning Division

BARNHILL BOBBY D
6412 MOCKINGBIRD LN
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **August 5, 2024,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701 on a request by **LCA, Inc., on behalf of YMCA of Midland,** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION:	Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.
LOCATION:	Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)
CURRENT ZONING:	AE, Agricultural Estate District.
SPECIFIC USE:	Child-Care: Day-Care Center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** WE Strongly object & are utterly opposed

Required Information:

Bobby & Jennifer Barnhill — Property Owner's Signature
Bobby Barnhill — Printed Name
6412 Mockingbird Ln. — Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 7/25/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Planning Manager
Department of Development Services

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MIDLAND
Planning Division

AUG 14 2024

PEGGY VEATCH
5508 GOLDEN GATE DR
MIDLAND TX 79707-9608

PUBLIC NOTICE

The **City Council** of the City of Midland, Texas will hold a public hearing at **10:00 a.m.** on **Tuesday**, **August 27, 2024,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, on an appeal by **LCA, Inc., on behalf of YMCA of Midland,** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: Lot 1, Block 1, YMCA Addition, Section 1, City and County of Midland, Texas.

LOCATION: Generally located on the southwest corner of the intersection of Avalon Drive and Mockingbird Lane. (District 4)

CURRENT ZONING: AE, Agricultural Estate District.

SPECIFIC USE: Child-Care: Day-Care Center.

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request X **Comments:** All infrasture should be finalized and completed before a company developes and builds, to do business in that area. Since this is a country estates residential area, limited business hours should be in place. Would like to see plans being considered.

Required Information:

Peggy Veatch
Property Owner's Signature

Peggy Veatch
Printed Name

5508 Golden Gate Dr
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 8
Date Mailed: 8/9/2024
Case Number: SUDwo-24-0043
Case Name: YMCA of Midland
Planner's Initials: DH

Landon Ochoa
Senior Planner
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

MIDLAND

Be the Energy!

Specific Use Designation Without Term for a Child-Care: Day-Care Center

YMCA

August 27, 2024

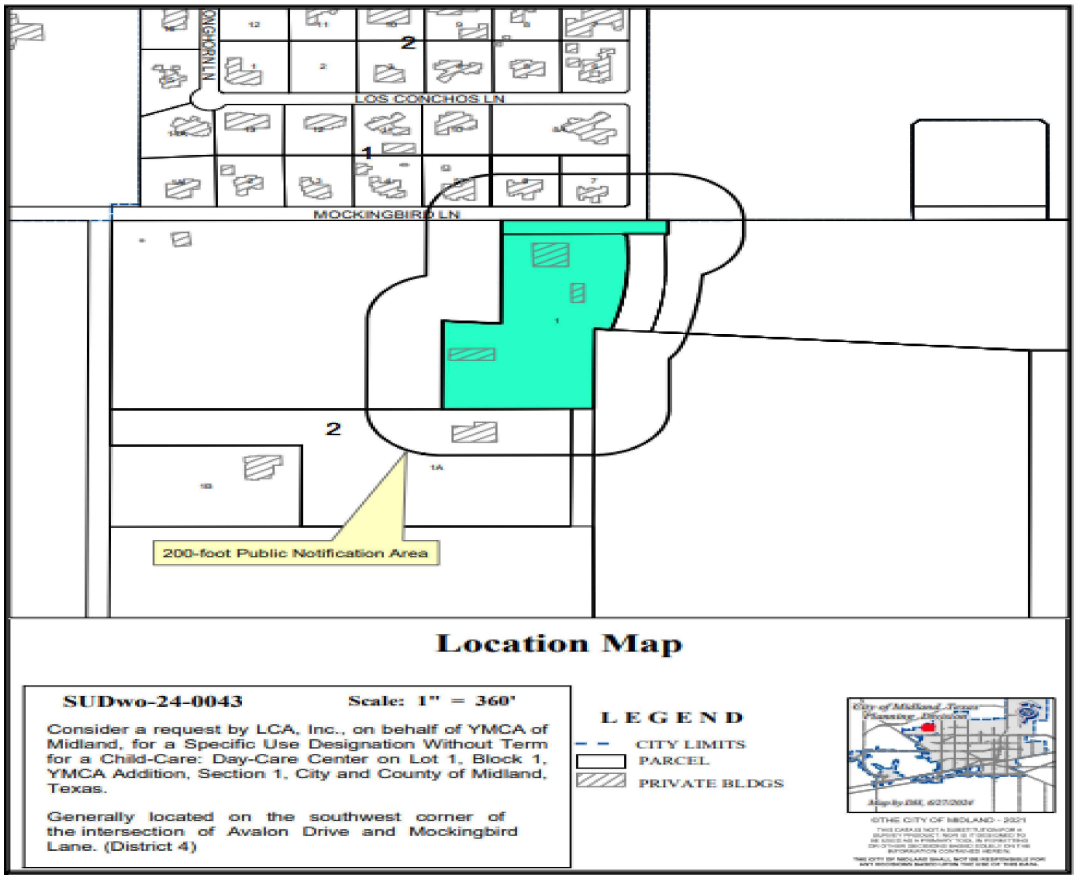
Visit Our Website:
MIDLANDTEXAS.GOV



1

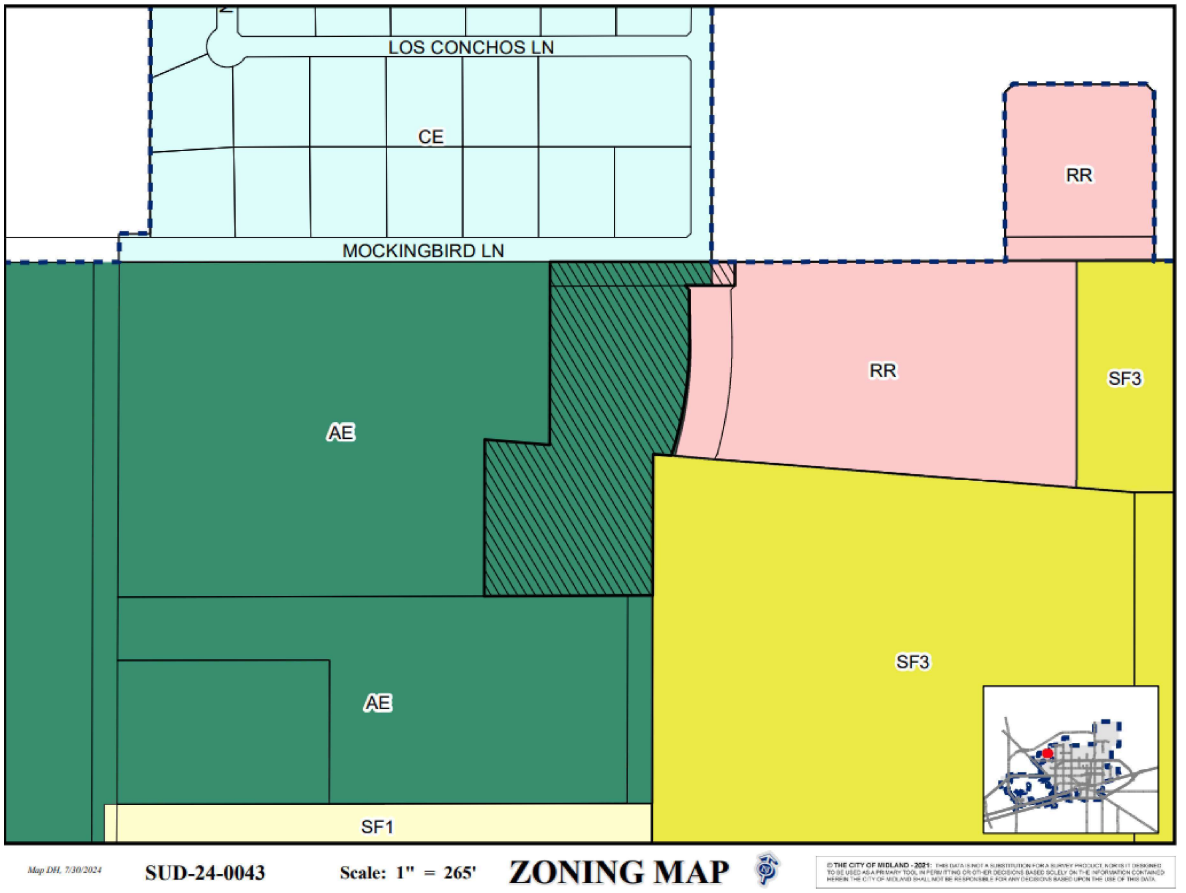
YMCA

- Property Owner: YMCA of Midland
- Applicant: LCA, inc. (acting as agent for the property owner)
- SUD Without Term for a Child-Care: Day-Care Center
- Located at 5549 Avalon Drive
- District 4



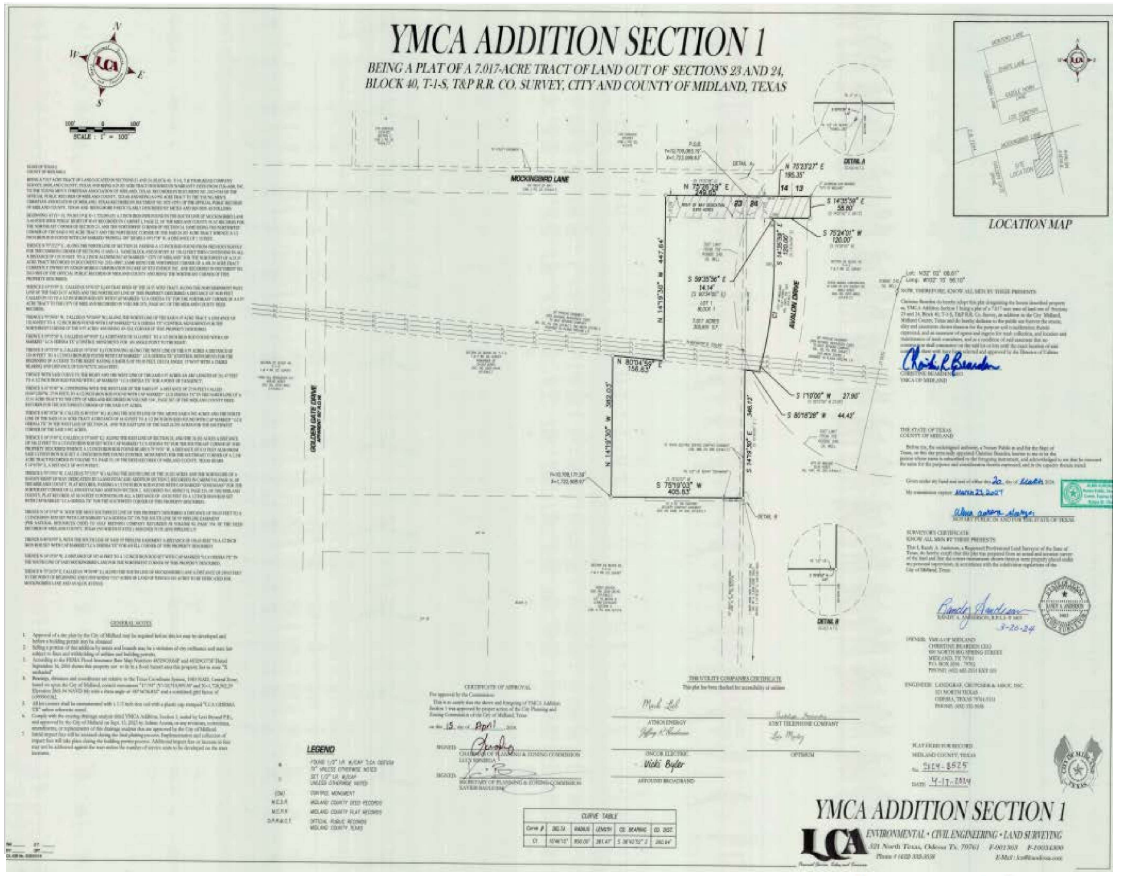
- Current Zoning: AE, Agricultural Estate District
- Surrounding Zoning:
  - North: CE, Country Estate District
  - East: RR, Regional Retail District
  - South & West: AE, Agricultural Estate
- The use of Child-Care: Day-Care Center is allowed with a Specific Use Designation per the Use Chart in Section 11-1-4.03

YMCA



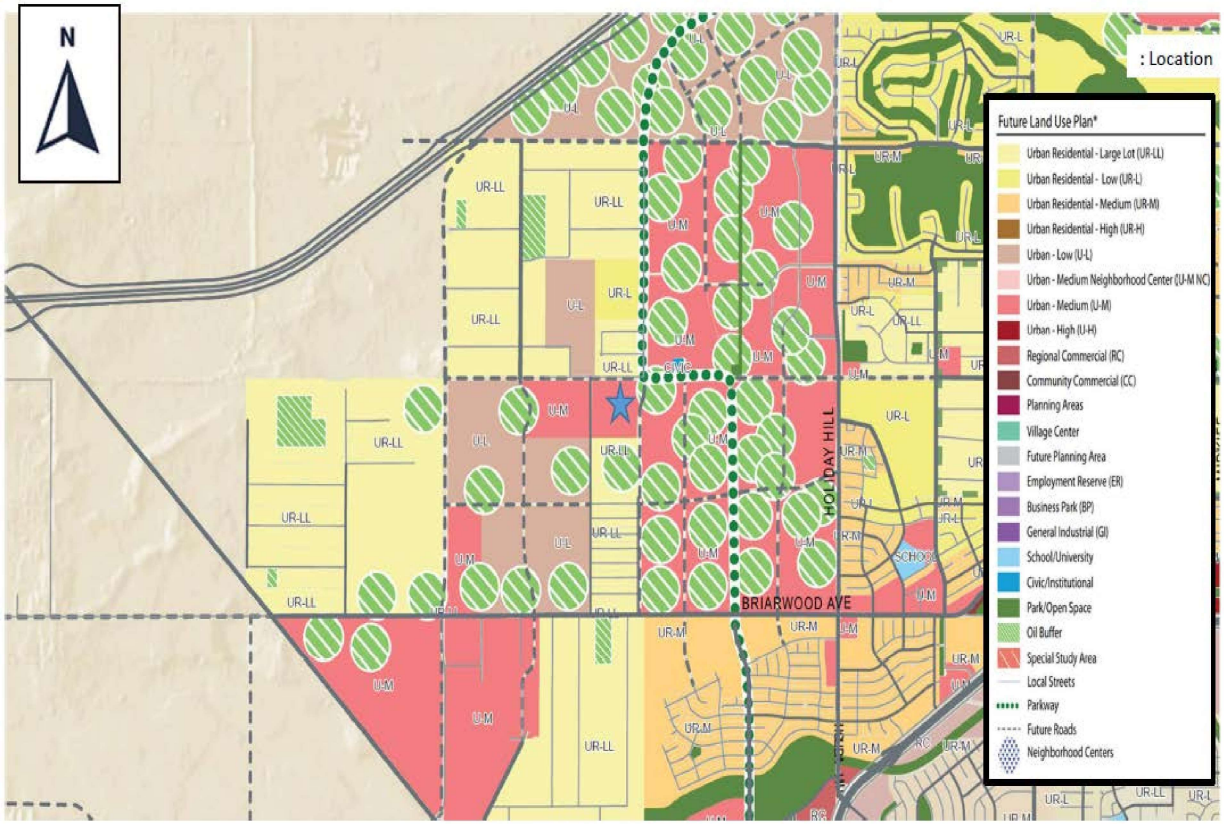
YMCA

- SUD will be for the entirety of YMCA Addition, Section 1
- Proposed Days and Hours of Operation:
  - Monday - Sunday, 5 a.m. to 9 p.m.
- Proposed Days and Hours of SUD:
  - Monday - Sunday, 7:30 a.m. to 9:00 p.m.



YMCA

- TCT Land Use Designation: Urban-Medium (U-M)
- Supported Uses:
  - Supports a mix of uses complementary to each other
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



YMCA

- Current Use of the Property: Currently being developed into a Recreational Facility
- Surrounding Uses:
  - North: Residential Dwellings
  - South: Building for Agricultural Use
  - East: Oil and Gas Well and AT&T Cell Tower
  - West: shed





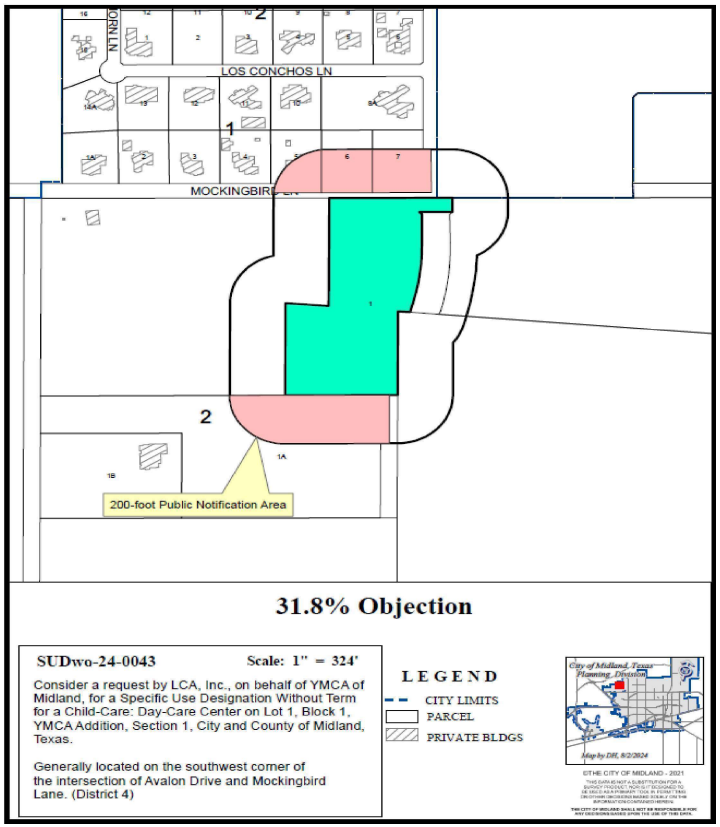
7

On Mockingbird Lane, Looking South

MIDLAND
Be the Energy!

YMCA

- 4 objections received
- Reason for Objections:
  - Concerns about increased traffic
- Objections Percentage: 31.8%
- Supermajority vote by Council *is required* for approval



- Recommendation
  - Staff has received four letters of objection as of August 21, 2024.
  - The Planning & Zoning Commission recommended denial of this request on August 5, 2024.
  - Staff recommends approval of the request of the Specific Use Designation without Term for a Child-Care: Day-Care Center, subject to Conditions A through E.

Conditions:

A. That the days and hours of operation of the Establishment shall be limited to Monday through Sunday 7:30 a.m. to 9:00 p.m.

B. That the Establishment shall be operated in compliance with all applicable state and local laws, ordinances, rules and regulations.

C. That the following shall be located along the north side of the Property, approximately five feet (5') south of the Mockingbird Lane right-of-way:

1. a screening wall or a fence that is three feet six inches (3' 6") to eight feet (8') in height that is constructed of masonry, wrought iron, or a combination thereof; or

2. a berm with shade trees that are spaced a maximum of 30 feet apart.

D. That no vehicular or pedestrian access to or egress from the Property shall be permitted off of Mockingbird Lane except to the extent permitted by Building Permit No. COM24-000002024.

E. That the operator of the Establishment shall obtain a Certificate of Occupancy prior to commencing operation of the Establishment to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

City Council Meeting

Item Number: 26

Meeting Date: August 27, 2024

To: City Council / City Manager

From: Landon Ochoa, Planning Division Manager

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD 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)

Purpose:

The applicant, Midland County, is requesting to rezone Lot 1A, Block 97, Original Town, Section 26, City and County of Midland, Texas, from LI, Light Industrial District to O-1, Office District to construct a new Justice of the Peace building at 301 S Main.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Quality of Life and Place

Discussion:

Surrounding Zoning and Land Use:

The properties to the north, south, & west are zoned LI, Light Industrial District, and are the location of a jail and business and businesses. The property to the north is zoned CB, Central Business District and is the location of Front Street.

Analysis:

The applicant is requesting this change from LI, Light Industrial District, to O-1, Office District, in order to construct a new County Annex. This property was recently replatted into one lot as to obtain permits. The Future Land Use Map Chapter 3 of the Tall City Tomorrow Comprehensive Plan designated this area as Urban-Medium (U-M) which calls for commercial zonings such as Office Districts.

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 2020 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 time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

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 Planning & Zoning recommended approval this request August 5, 2024.

Staff recommends approval of this request for a zone change.

Letters of Objection:

As of August 21, 2024, staff has not received any letters of objection.

Attachments:

Application
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 LOT 1A, BLOCK 97, ORIGINAL TOWN ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO O-1, OFFICE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF SOUTH BAIRD 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

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 1A, Block 97, Original Town Addition, Section 26, City and County of Midland, Texas (the "Property") to O-1, Office 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 LI, Light Industrial District to O-1, Office 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, 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

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: Terry Johnson		Phone (4327427370) Email tjohnson@mcounty.com	
Address 500 N. Loraine	City Midland	State TX	Zip 79701

Property Owner Printed Name: Midland County		Phone (4327427370 Email 4327427370	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Terry Johnson		Phone (43274273)0 Email	
Address	City	State	Zip

Street Address: 301 S Main, 300 S Baird

Legal Description
Lot: 13-23, 7-12 Block: 97 Subdivision: original town

Current Zoning: LI	**Proposed Zone:** O2 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: proposed new county court annex will require zone change per pre developement meeting
No negative impact anticipated. In fact, a new law enforcement facility may enhance area.

Present Use of Property: empty lot

Proposed Use of Property: County Court Annex for Justice of the Peace Courts

How would this zone change affect the public health, safety and welfare?
No negative impact anticipated. In fact, a new law enforcement facility may enhance area.

Describe how conditions affecting the property have changed since present zoning designation:
No negative impact anticipated. In fact, a new law enforcement facility may enhance area.

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: 6/17/24
Applicant (printed):	
Property Owner (signature):	Date:
Property Owner (printed) :	

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 TERRY JOHNSON who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MIDLAND COUNTY, 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 17th day of JUNE, 2024, to certify which witness my hand and seal of office.

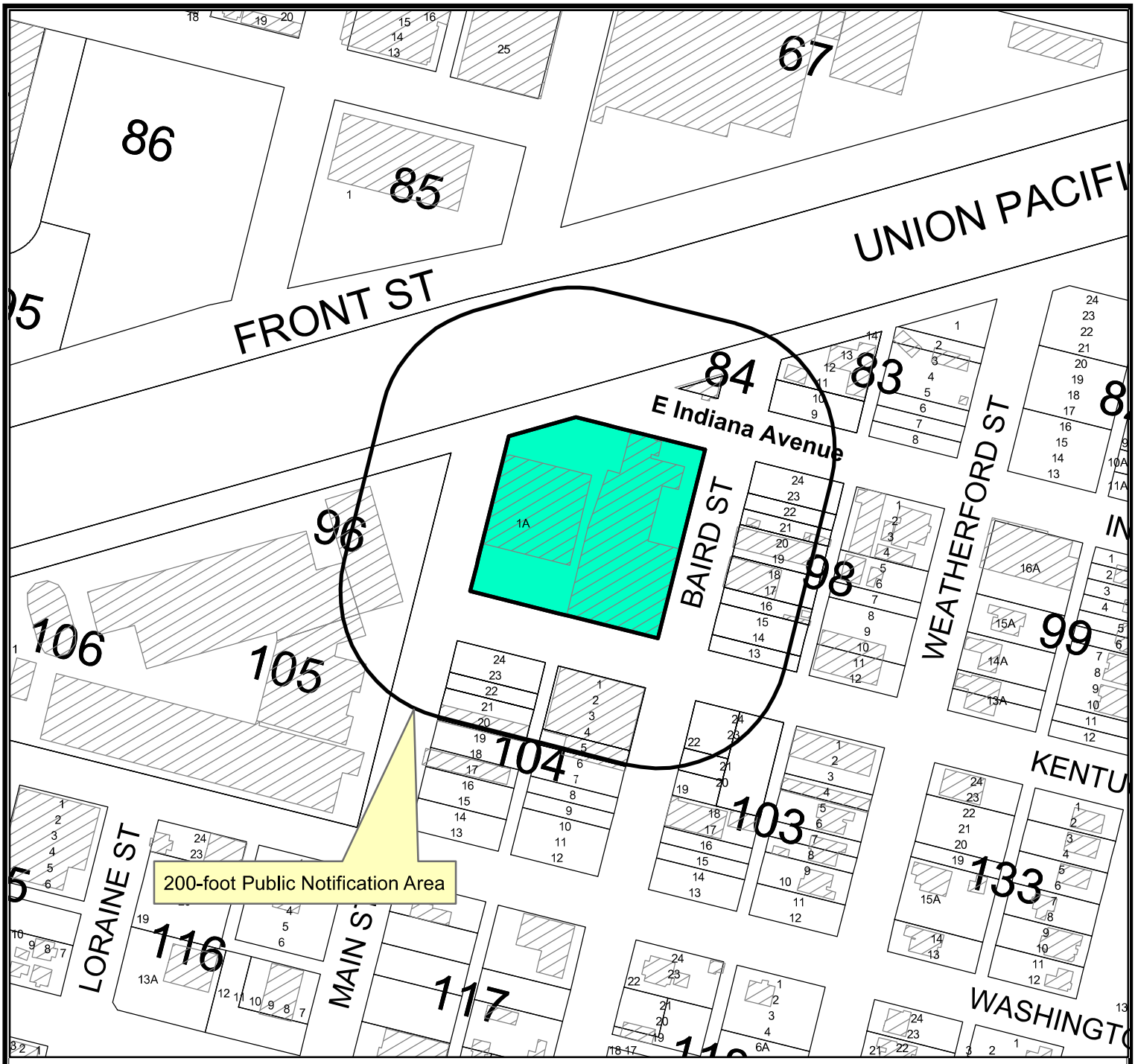
JENNIFER HILTON NOTARY PUBLIC STATE OF TEXAS ID# 128723988 EXPIRES 10-21-2027

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 418951	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



Location Map

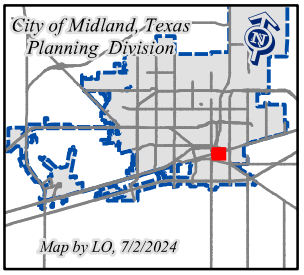
Z-24-0386 **Scale: 1" = 220'**

A request by Midland County for a zone change from, LI, Light Industrial District, to O-2, Office District, for Lot 1A, Block 97, Original Town, Section 26, City and County of Midland, Texas.

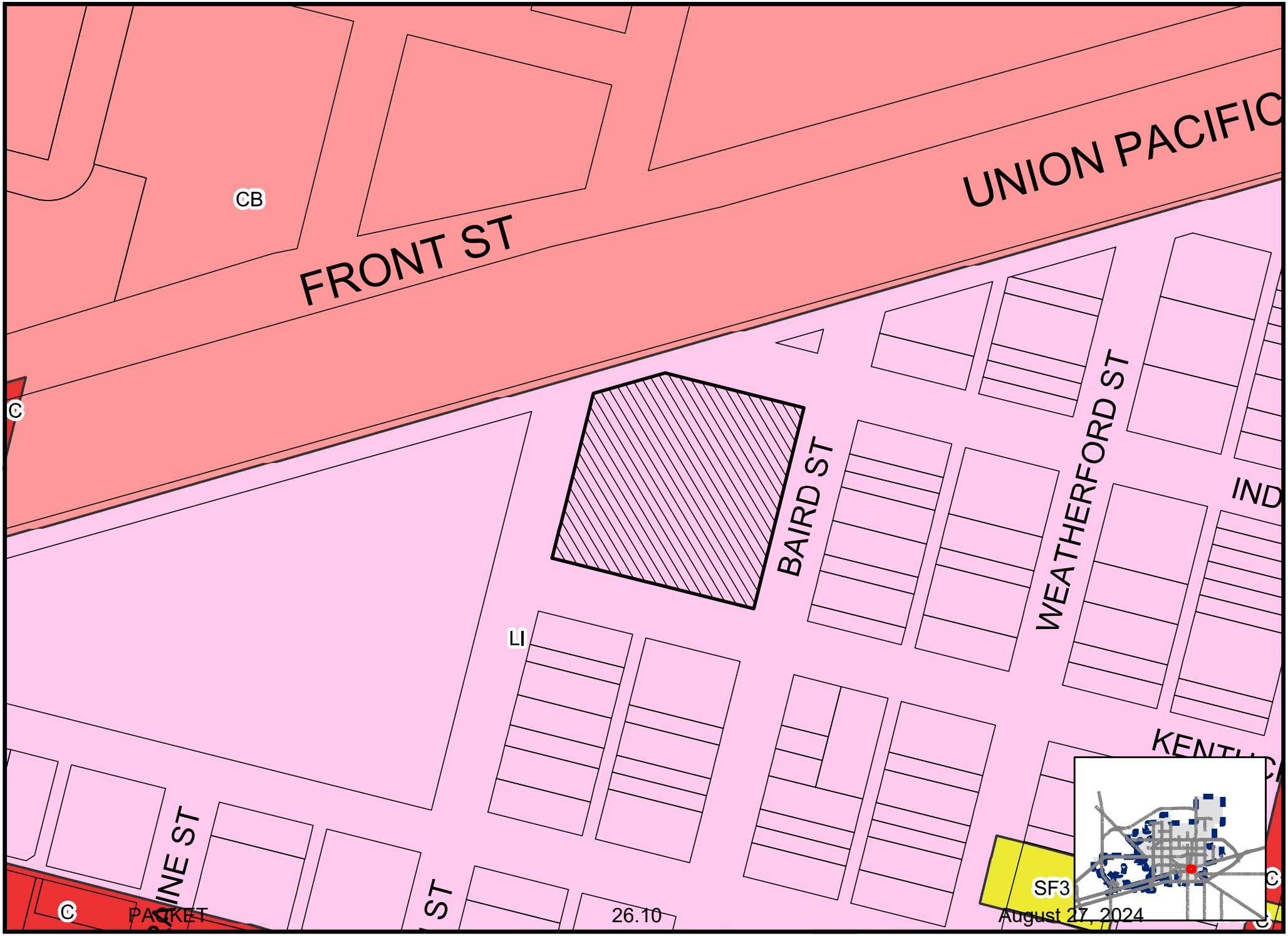
Generally located on the southwest corner of South Baird Street and East Indiana Avenue. (District 2)

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 LO, 7/2/2024

Z-24-0386

Scale: 1" = 174'

ZONING MAP

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FRONT ST
84
83
96
97
BAIRD ST
98
WEATHERFORD ST
105
104



MIDLAND

Be the Energy!

Justice of the Peace

Zone Change

August 5, 2024

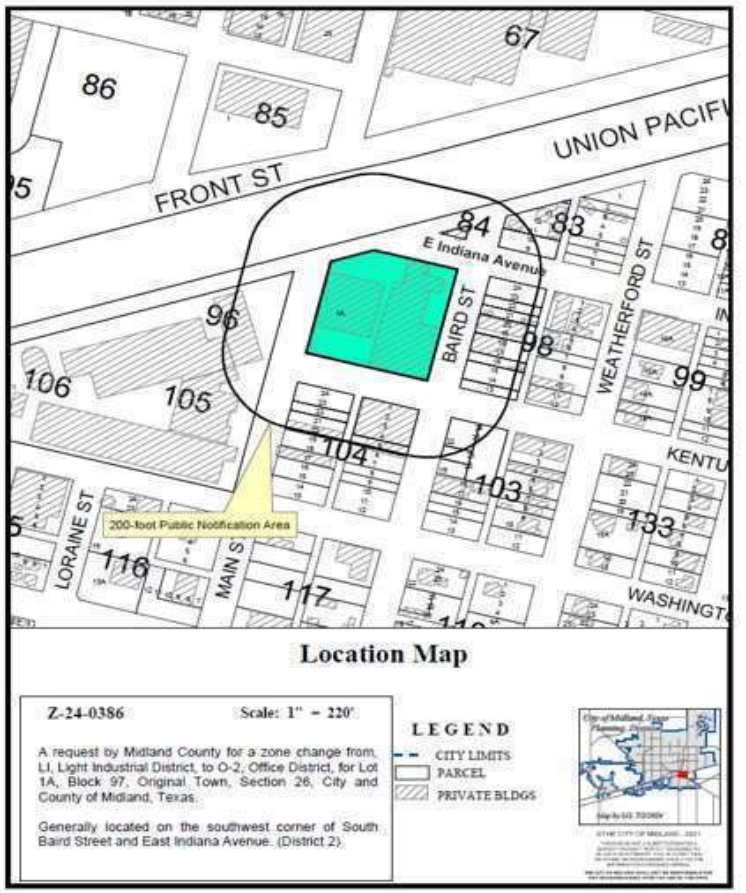


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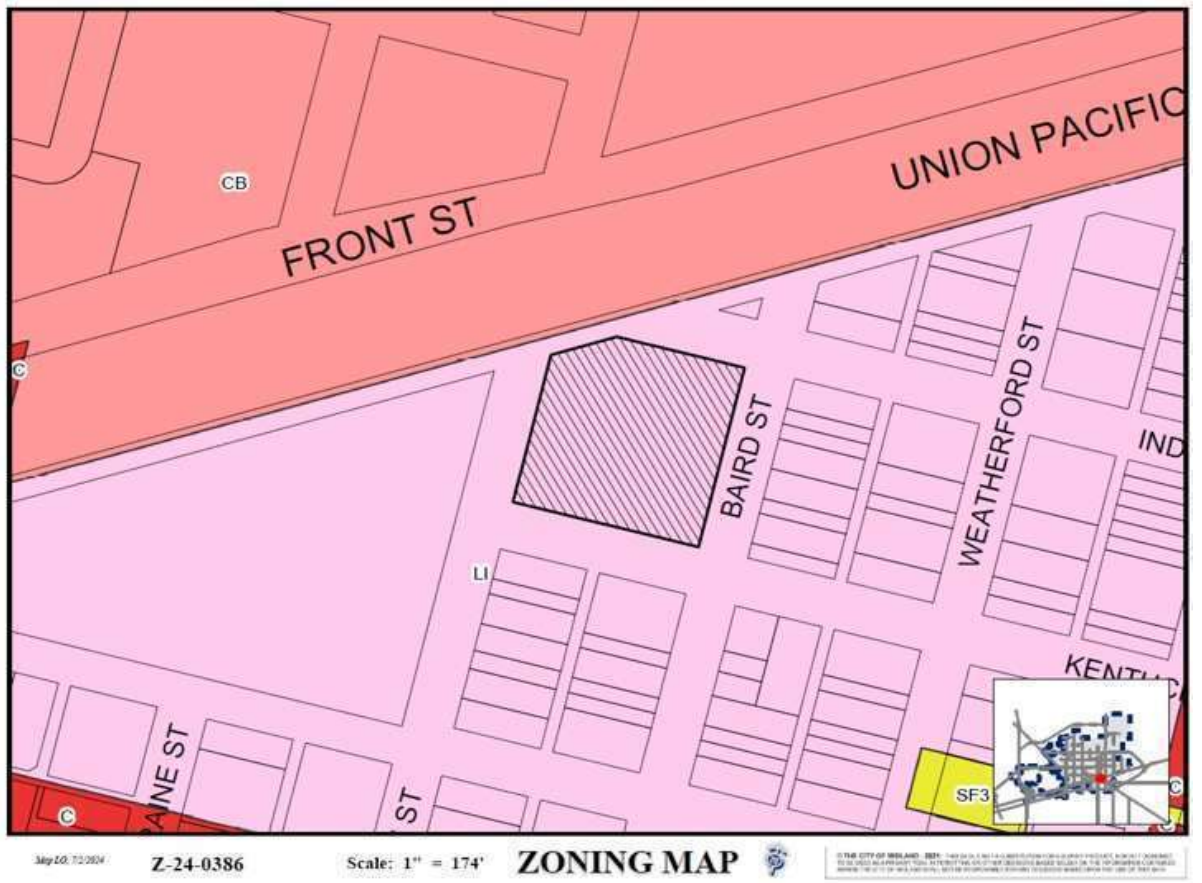
1

Justice of the Peace

- Applicant: Terry Johnson with Midland County
- Zone Change
- Address: 301 S Main Street
- Reason for Request: For the future development of a Justice of the Peace building
- District 2



- Current Zoning: LI, Light Industrial District
- Surrounding Zoning:
  - North: CB, Central Business District
  - South, East, & West: LI, Light Industrial District
- Proposed Zoning: O-1, Office District



Justice of the Peace

- Current Use of the Property: Vacant
- Proposed Use of the Property: Offices
- Surrounding Uses:
  - North: East Front Street
  - South: Businesses, Church
  - East: Businesses
  - West: Midland County Justice of the Peace Building & Midland County Jail





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On Industrial Avenue, Looking South

- TCT Land Use Designation: Urban-Medium (U-M)
- Supported Uses:
  - Supports a mix of complementary uses
- Request is compatible with the surrounding area and the Tall City Tomorrow Plan.



- No objections received.
- The Planning and Zoning Commission Recommended approval of this request on August 5, 2024.
- Staff recommends APPROVAL of this zone change from LI, Light Industrial District to O-1, Office District.