

Effective March 16, 2020, Governor Greg Abbott authorized the temporary suspension of certain statutory provisions of the Texas Open Meetings Act. This meeting of the City Council of the City of Midland is being held pursuant to such authorization and will limit face-to-face interactions for the purpose of slowing the spread of the coronavirus (COVID-19).

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
September 22, 2020 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall



Videoconference Information

Please click this URL to join.

<https://zoom.us/j/99306233143?pwd=ZkJIMURTM0FmdTJjOW9vUXpzNEhldz09>

Passcode: 630366

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 993 0623 3143

International numbers available:<https://zoom.us/u/aemfTglqDM>

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

OPENING ITEMS

1. Invocation – Dr. Darin Wood, First Baptist Church
2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:
 - a. SPECIAL CITY COUNCIL MEETING OF SEPTEMBER 3, 2020
 - b. REGULAR CITY COUNCIL MEETING OF SEPTEMBER 8, 2020
4. 2020-148 – RESOLUTION AWARDDING A CONTRACT FOR THE TRADEWINDS BOULEVARD ROUNDABOUT AND MEDIAN IMPROVEMENTS PROJECT TO ONYX GENERAL CONTRACTORS LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF \$436,399.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

5. 2020-149 – RESOLUTION AWARDDING A CONTRACT FOR THE UTILITY EXTENSION PROGRAM 04 TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED \$1,750,000.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)
6. 106-2020 – MOTION AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) TO PROVIDE FOR THE CITY OF MIDLAND'S PARTICIPATION IN THE 2021 ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP); AND AUTHORIZING THE APPROPRIATION OF \$25,000.00 FROM THE AIRPORT OPERATING FUND (500) UNAPPROPRIATED FUND BALANCE (35650) TO THE TXDOT RAMP AGREEMENT PROJECT (700288) (AIRPORTS)
7. 107-2020 – MOTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SILVERWING ENTERPRISES, LLC, TO PROVIDE PROFESSIONAL SERVICES IN SUPPORT OF THE OPERATION OF THE SPACEPORT LOCATED AT MIDLAND INTERNATIONAL AIR AND SPACE PORT (AIRPORTS)
8. 2020-150 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF \$585,500.00 FOR THE MAF GATE 6 PASSENGER BOARDING BRIDGE INFRASTRUCTURE PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORTS)
9. 108-2020 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 14 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR IMPROVEMENTS CONTAINED IN THE AIRPORT CAPITAL IMPROVEMENT PROGRAM; SAID AMENDMENT TO PROVIDE FOR THE FOLLOWING PROJECTS: (I) MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS; (II) MAF AIRFIELD LIGHTING REHABILITATION; (III) MAF AIRPORT WILDLIFE MANAGEMENT IMPROVEMENTS; (IV) MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS; AND (V) MAF PREPARE FBO RFP AND EVALUATE PROPOSALS; AND AUTHORIZING THE APPROPRIATION OF FUNDS FOR SAID PROJECTS (AIRPORTS)
10. 109-2020 – MOTION TO APPROPRIATE THE SUM OF \$157,420.00 FROM THE AIRPORT OPERATING FUND (500) UNAPPROPRIATED FUND BALANCE (35650) TO THE DEVELOPMENT PARK PROGRAMMATIC ENVIRONMENTAL PROJECT (900111) (AIRPORTS)
11. 110-2020 – MOTION TO APPROPRIATE THE SUM OF \$800,000.00 FROM THE FISCAL YEAR 2020 PARKS OPERATING BUDGET (001090) TO THE PLAYGROUND REPLACEMENT PROJECT (COMMUNITY SERVICES)
12. 111-2020 – MOTION TO APPROPRIATE THE SUM OF \$28,600.00 FROM THE FISCAL YEAR 2020 PARKS OPERATING BUDGET (001090-54015) TO THE BMX TRACK IMPROVEMENT PROJECT (COMMUNITY SERVICES)

13. 112-2020 – MOTION ACCEPTING MATCHING FUNDS IN THE AMOUNT OF \$16,000.00 FROM THE MIDLAND JUNIOR BASEBALL ASSOCIATION; SAID FUNDS SHALL BE MATCHED BY THE CITY OF MIDLAND FOR THE CONSTRUCTION OF NEW BATTING CAGES AT HOGAN PARK; AND APPROPRIATING THE SUM OF \$16,000.00 FROM THE FISCAL YEAR 2020 PARKS OPERATING BUDGET (001090-54015) TO THE HOGAN PARK BATTING CAGE PROJECT (COMMUNITY SERVICES)
14. 113-2020 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF COYOTE RUN INDUSTRIAL SUBDIVISION, BEING A PLAT OF A 183.693-ACRE TRACT OF LAND LOCATED IN SECTION 35, BLOCK 38, T-1-N, T&P. RR CO. SURVEY, CITY OF MIDLAND AND MARTIN COUNTY, TEXAS, (GENERALLY LOCATED ON THE EAST SIDE OF NORTH COUNTY ROAD 1150, APPROXIMATELY 8,437 FEET NORTH OF CROWNRIDGE DRIVE - EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)
15. 114-2020 – MOTION APPROVING A PROPOSED PRELIMINARY PLAT OF PIONEER INDUSTRIAL PARK, BEING A PLAT OF A 43.196-ACRES TRACT OF LAND LOCATED IN SECTION 25, BLOCK 39, T-2-S, T&P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, (GENERALLY LOCATED ON THE WEST SIDE OF FARM TO MARKET ROAD 715, APPROXIMATELY 456 FEET SOUTH OF EAST COUNTY ROAD 140 - EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES)
16. 2020-151 – RESOLUTION AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES (1) ON BUTTERFIELD TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, (2) ON SANTA FE TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, (3) ON CHISOLM TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, AND (4) GOODNIGHT TRAIL, FROM PEASE TRAIL TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, IN ACCORDANCE WITH THE CITY - COUNTY INTERLOCAL COOPERATION CONTRACT AUTHORIZED BY RESOLUTION NO. 2013-401; REAPPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$651,536.00 (ENGINEERING SERVICES)
17. 103-2020 – MOTION ACCEPTING A 23.25-ACRE PUBLIC UTILITY EASEMENT OUT OF SECTIONS 3, 4, 9 & 10, BLOCK 39, T-1-S, T & P RR. CO SURVEY, MIDLAND COUNTY, TEXAS, FROM OCCIDENTAL PERMIAN LTD; A COPY OF THE PUBLIC UTILITY EASEMENT BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE DATE AND NUMBER OF THIS MOTION; AND ORDERING THE CITY SECRETARY TO RECORD SAID INSTRUMENT IN THE OFFICIAL REAL PROPERTY RECORDS OF MIDLAND COUNTY, TEXAS (UTILITIES) (DEFERRED FROM SEPTEMBER 8, 2020)
18. 2020-152 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF MAYOR PATRICK PAYTON'S COMMENTS REGARDING MIDLAND OPENING FOR BUSINESS

SECOND READINGS

19. 10112 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF TIN TRAIL, APPROXIMATELY 130 FEET EAST OF NORTH FAIRGROUNDS 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 (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 8, 2020)
20. 10113 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 THROUGH 10, BLOCK 1, AND LOTS 1 THROUGH 7, BLOCK 2, LONE STAR BUSINESS PARK, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND OCCIDENTAL PARKWAY); 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 (DEVELOPMENT SERVICES) (FIRST READING HELD SEPTEMBER 8, 2020)
21. 10114 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9961; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (ENGINEERING SERVICES) (FIRST READING HELD SEPTEMBER 8, 2020)

PUBLIC HEARINGS

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

22. 10115 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST HALF OF LOT 1, BLOCK 4, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SOUTH STREET, APPROXIMATELY 95 FEET WEST OF NORTH TYLER STREET), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA, (2) A REDUCED MINIMUM LOT WIDTH, AND (3) A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM LI, LIGHT INDUSTRIAL DISTRICT TO RR, REGIONAL RETAIL DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS

(\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

23. 2020-153 – RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE UNCOMPLETED RESIDENTIAL STRUCTURE LOCATED ON LOT 3, BLOCK 2, SOLOMON ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 5117 ALYSHEBA LANE, MIDLAND, TEXAS 79705) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION (DEVELOPMENT SERVICES)

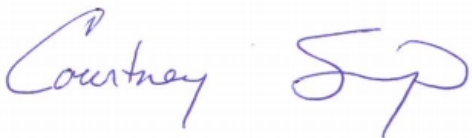
MISCELLANEOUS

24. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS (CITY SECRETARY'S OFFICE)
25. 115-2020 – MOTION APPOINTING AN INTERIM CITY MANAGER, AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE INTERIM CITY MANAGER

EXECUTIVE SESSION

26. 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 551.074, Personnel Matters
 - a.1. Deliberate the employment, evaluation, and duties of the Interim City Manager, City Attorney, and City Secretary

Respectfully Submitted,



Courtney B. Sharp
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.



The City Council convened in **Special** Session at the Bush Convention Center, 105 N. Main Street, Midland, Texas, at 11:00 a.m., Thursday, September 3, 2020.

Council Members present: Patrick Payton, Michael Trost, John Norman, Lori Blong

Council Members absent: Spencer Robnett, Scott Dufford, Jack Ladd

SPECIAL MEETING

1. Attend the Midland Chamber of Commerce Annual Meeting

Mayor Payton gave the state of the City address and talked about the future of the industry, Covid 19, acts of service, education, police and fire.

All of the business at hand having been completed, the meeting adjourned at 12:37 p.m.

PASSED AND APPROVED the 22nd day of September 2020.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

**MIDLAND CITY COUNCIL
MINUTES
September 8, 2020**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., September 08, 2020.

Council Members present: Patrick Payton, Spencer Robnett, Michael Trost, Scott Dufford, John Norman, Jack Ladd, Lori Blong

Council Members absent: None

Staff members present: City Attorney John Ohnemiller, Assistant City Manager Robert Patrick, Assistant City Manager Morris Williams

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

OPENING ITEMS

1. Invocation – Pastor Bob Pase, Grace Lutheran Church
2. Pledge of Allegiance

BUDGET AND TAX RATE

3. 10110 – AN ORDINANCE OF THE CITY OF MIDLAND PROVIDING FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, BY APPROVING THE BUDGET FOR SAID PERIOD AND APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES AND UNAPPROPRIATED FUND BALANCE OF THE CITY OF MIDLAND FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS AND FOR VARIOUS ACTIVITIES AND IMPROVEMENTS TO THE CITY; AND ORDERING PUBLICATION (FINANCE) (FIRST READING HELD AUGUST 25, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10110.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10110; seconded by John Norman.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None
ABSTAIN: None
ABSENT: None

4. 2020-144 – RESOLUTION RATIFYING THE PROPERTY TAX REVENUE INCREASE REFLECTED IN THE FISCAL YEAR 2020-2021 BUDGET (FINANCE)

Lori Blong moved to approve Resolution No. 2020-144; seconded by Spencer Robnett.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

5. 10111 – AN ORDINANCE FIXING THE TAX LEVY FOR THE CITY OF MIDLAND, TEXAS, FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020, AND ENDING ON SEPTEMBER 30, 2021 (FINANCE) (FIRST READING HELD AUGUST 25, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10111.

Lori Blong moved to approve the second and final reading of Ordinance No. 10111; seconded by Michael Trost.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

CONSENT AGENDA

Spencer Robnett moved to approve Consent Agenda items 6-15 excluding 8, 10, 11, 13, 14, 15; seconded by Lori Blong.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

6. MOTION APPROVING THE FOLLOWING MINUTES:
 - a. REGULAR CITY COUNCIL MEETING OF AUGUST 25, 2020

7. 2020-145 – RESOLUTION AWARDING A CONTRACT FOR THE WATER, WASTEWATER AND FIRE HYDRANT TAPS EXPANDED 05 PROJECT TO TEC EXCAVATION, INC. OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED \$1,000,000.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)
9. 2020-146 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS NEEDED FOR THE TREATMENT OF DRINKING WATER FOR FISCAL YEAR 2021 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF \$1,700,097.20 (GENERAL SERVICES)
12. 2020-147 – 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 2020 RATE REVIEW MECHANISM FILINGS; 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 EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; 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 (CITY MANAGER’S OFFICE)

The following items were pulled from consent agenda and considered individually.

8. 099-2020 – MOTION TO TRANSFER THE SUM OF \$1,400,000.00 FROM THE FISCAL YEAR 2020 FACILITIES SERVICES (001041) OPERATING BUDGET TO THE FACILITIES RENOVATION PROJECT (GENERAL SERVICES)

Council Member Robnett noted this is the first he heard of the renovations needed and asked what was needed. Community Services Director Tina Jauz reported the home has lead paint, needs painting, needs fence repairs and has other issues that need to be addressed not only for the house but for all five structures on the property. She clarified that the Lineberry House operates under Parks & Recreation and has several meetings and events held there each month. Council Member Robnett expressed concern for spending \$1.1 million when the senior centers also need repairs. Staff conveyed that the City was gifted the property in 1996. Upon receiving the house the City built exterior restrooms to the west of the property so that outdoor events could be hosted there.

Council Member Robnett noted he is not ready to vote on this today and would like to look into this further. Ms. Jauz clarified this is a historic landmark and agreed that they would look into securing grants to help run and maintain the property.

No action was taken on this item.

10. 100-2020 – MOTION TO AUTHORIZE THE CITY MANAGER TO APPROVE THE PLANS AND SPECIFICATIONS FOR THE WEST WADLEY AVENUE WASTEWATER MAIN EXTENSION PROJECT, SAID PLANS AND SPECIFICATIONS TO BE PLACED ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS MOTION, AND TO AUTHORIZE THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (GENERAL SERVICES)

Council Member Blong asked if this was for Wadley and if it affected other drainage. Utilities Director Carl Craigo reported it is just for wastewater going out to State Highway 158. Council Member Blong asked that when draws are addressed in the future, the City should try to make them aesthetically pleasing.

Jack Ladd moved to approve Motion No. 100-2020; seconded by Lori Blong.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

11. 101-2020 – MOTION TO AUTHORIZE THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR CONSULTING AND MANAGEMENT OF SENIOR SERVICES ASSOCIATED WITH THE OPERATION OF THE MIDLAND SOUTHEAST SENIOR CENTER AND THE MIDLAND SENIOR CENTER FOR THE COMMUNITY SERVICES DEPARTMENT AND TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT FOR SAID SERVICES; PROVIDED, HOWEVER, THAT SAID AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY COUNCIL (GENERAL SERVICES)

Council Member Blong noted there is funding for a new position and also funding for a consultant. She asked if they were for different services. Community Services Director Tina Jauz noted that the current agreement with Senior Life to administer the two senior centers expires November 1, 2020 and they have informed us they will not continue beyond the current contract. Staff has added money to the budget to take the management in house but would like to see if there are any organizations in the community that might be better suited to manage the centers. They will not have both staff and a consultant. It will be one or the other.

Scott Dufford moved to approve Motion No. 101-2020; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

PACKET

b.5

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ABSENT: None

13. 102-2020 – MOTION TO TRANSFER THE SUM OF \$1,575,302.72 FROM TRANSPORTATION'S FY 2020 OPERATING BUDGET (001085) TO A SLURRY SEAL CAPITAL PROJECT (ENGINEERING SERVICES)

Council Member Trost asked how moving this money out of their budget will impact them and wondered how they would handle the shortfall. Transportation Manager Gabe McClelland reported that in March they brought before Council a slurry seal project that was not approved. They are taking the money that was budgeted for that project and moving it to next year's budget and will combine it with next year's funds for a bigger project and hopefully will get lower prices.

Lori Blong moved to approve Motion No. 102-2020; seconded by Spencer Robnett.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

14. 103-2020 – MOTION ACCEPTING A 23.25-ACRE PUBLIC UTILITY EASEMENT OUT OF SECTIONS 3, 4, 9 & 10, BLOCK 39, T-1-S, T & P RR. CO SURVEY, MIDLAND COUNTY, TEXAS, FROM OCCIDENTAL PERMIAN LTD; A COPY OF THE PUBLIC UTILITY EASEMENT BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE DATE AND NUMBER OF THIS MOTION; AND ORDERING THE CITY SECRETARY TO RECORD SAID INSTRUMENT IN THE OFFICIAL REAL PROPERTY RECORDS OF MIDLAND COUNTY, TEXAS (UTILITIES)

Council Member Robnett asked about the cost of the easement and the cost of the relocation. Utilities Director Carl Craigo reported \$200,000 was for relocation and \$300,000 was for the easement. Engineering Services Director Jose Ortiz explained the history behind the easement. Council Member Robnett offered to help staff negotiate the easements and suggested deferring this item.

Jack Ladd moved to defer Motion No. 103-2020; seconded by John Norman.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

15. 104-2020 – MOTION AUTHORIZING THE MAYOR TO EXECUTE A SEPARATION AND RELEASE AGREEMENT BETWEEN THE CITY OF MIDLAND AND THE CITY MANAGER

Council Member Trost explained some of the issues that City Manager Sharp has helped to navigate the City through and thanked him for his years of service and mental acuity to get the City through some tough times. Council Member Dufford agreed noting he would

be missed. Mayor Payton added that one of the signs of a great leader is having a group around that is ready to do the job and Mr. Sharp is leaving behind a great legacy.

Spencer Robnett moved to approve Motion No. 104-2020; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

16. 10107 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 3,000-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 310 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A SPECIAL EVENTS CENTER FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 25, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10107.

Michael Trost moved to approve the second and final reading of Ordinance No.10107 ; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: Dufford

17. 10108 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6A, BLOCK 12, KELVIEW HEIGHTS ADDITION, SECTION 11, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE AND SHOPPING CENTER AS A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF LOMA DRIVE AND WEST PECAN 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 (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 25, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10108.

Jack Ladd moved to approve the second and final reading of Ordinance No.10108; seconded by John Norman.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: Dufford

18. 10109 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 19.17-ACRE TRACT OF LAND OUT OF SECTION 1, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, MH, MANUFACTURED HOUSING DISTRICT, IN PART, RR, REGIONAL RETAIL DISTRICT, IN PART, AND BP, I-20 BUSINESS PARK DISTRICT, IN PART, TO MF-22, MULTIPLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE NORTH SIDE OF EAST INTERSTATE 20, APPROXIMATELY 714 FEET EAST OF SOUTH LAMESA 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 (DEVELOPMENT SERVICES) (FIRST READING HELD AUGUST 25, 2020)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10109.

Lori Blong moved to approve the second and final reading of Ordinance No.10109; seconded by Jack Ladd.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

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

19. 10112 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF TIN TRAIL, APPROXIMATELY 130 FEET EAST OF NORTH FAIRGROUNDS 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 (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10112.

Mayor Payton opened the public hearing at 10:37 a.m.

Chris Berry of Betenbough Homes reported they were requesting a zone change to allow for 45-foot wide home sites. They try not to do market pricing and they pass any savings they receive on to the homeowner. This 45-foot home site will allow them to lower the cost of the homes by \$5,000 – \$10,000. They will build 1300-1400 square foot homes on smaller home sites making them more affordable and it is all being built around a new school site. These lots will be 5100 square feet. The zoning code requires 5500 square feet. When asked what additional amenities will be included Mr. Berry reported they can gain 3 or 4 additional homes. Council Member Dufford noted that when variances have been granted in the past, the City has been given something in return such as more green space. Council Member Blong asked if this was similar to the homes she viewed in Odessa. Mr. Berry confirmed it was similar.

There being no one else wishing to speak, the public hearing was closed at 10:44 a.m.

Development Services Director noted that they have a fairly large area set aside for drainage that could potentially be used for community space.

Mr. Berry added that there is a park to the east off Carriage that they included in a previous development that has a play structure, trees and a walking trail. This development will be included in a homeowner's association and they will have the responsibility of maintaining common areas.

Mr. Harrington noted that from Staff's point of view, this is an experiment to see if this works in Midland. It was noted that this is not a new concept, just new in Midland.

Lori Blong moved to approve the first of two readings of Ordinance No. 10112; seconded by Michael Trost.

The motion passed by the following vote:

AYE: Payton, Norman, Ladd, Blong

NAY: Robnett, Trost, Dufford

ABSTAIN: None

ABSENT: None

20. 10113 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 THROUGH 10, BLOCK 1, AND LOTS 1 THROUGH 7, BLOCK 2, LONE STAR BUSINESS PARK, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND OCCIDENTAL PARKWAY); 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 (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10113.

Mayor Payton noted this will be for an office development and asked staff if they saw any issues with that. Engineering Services Director Jose Ortiz reported they put this in advance of development to accommodate their site. As long as they have access to their site, staff does not see any issues. The direction of traffic flow was explained.

Mayor Payton opened the public hearing at 10:57 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. 10113; seconded by Michael Trost.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

MISCELLANEOUS

21. 10114 – AN ORDINANCE AMENDING TITLE X, “TRAFFIC REGULATIONS”, CHAPTER FOUR, “TRAFFIC CONTROL DEVICES”, SECTION 11, “SCHOOL ZONES”, OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9961; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (ENGINEERING SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10114.

Traffic Engineer Mike Pacelli reported this is a simple update to the school zone ordinance that is adjusted from time to time. Council Member Robnett asked if this could be handled administratively. City Attorney John Ohnemiller reported that because this is an issue that someone could receive a traffic citation for, it requires an underlying ordinance.

Spencer Robnett moved to approve the first of two readings of Ordinance No. 10114; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

PACKET

b.10

September 22, 2020

ABSENT: None

22. 105-2020 – MOTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ADVERTISE A REQUEST FOR PROPOSALS FOR COMMERCIAL SALTWATER DISPOSAL OPERATIONS ASSOCIATED WITH CITY-OWNED PROPERTY COMMONLY KNOWN AS T-BAR RANCH LOCATED IN WINKLER AND LOVING COUNTIES, TEXAS. (UTILITIES)

City Attorney John Ohnemiller reported they would take up this item after Executive Session.

(Executive Session was held.)

Michael Trost moved to approve Motion No. 105-2020; seconded by Spencer Robnett.

The motion passed by the following vote:

AYE: Payton, Robnett, Trost, Dufford, Norman, Ladd, Blong

NAY: None

ABSTAIN: None

ABSENT: None

EXECUTIVE SESSION

23. 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 551.072, Deliberation Regarding Real Property

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

Mayor Payton recessed the meeting to Executive Session at 11:01 a.m. The entire Council met in Executive Session until 11:32 a.m. The regular meeting was reconvened at 11:33 a.m. to consider item 22.

All the business at hand having been completed, the meeting adjourned at 11:34 a.m.

PASSED AND APPROVED September 22, 2020.

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary



City Council Meeting

Item Number: 5
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE TRADEWINDS BOULEVARD ROUNDABOUT AND MEDIAN IMPROVEMENTS PROJECT TO ONYX GENERAL CONTRACTORS LLC OF MIDLAND, TEXAS, AT A TOTAL COST OF \$436,399.00; AND AUTHORIZING PAYMENT. (GENERAL SERVICES)

Purpose:

Approval of a resolution awarding a contract to Onyx Contractors, LLC for the Tradewinds Boulevard Roundabout and Median Improvements Project for a cost of \$436,399.00 plus \$100,000.00 in contingencies for a project total of \$536,399.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Capital Projects Fund (005) in Project 900269-005.

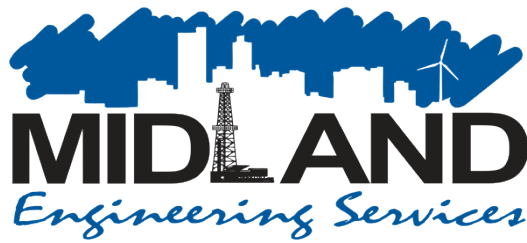
Discussion:

The City Manager approved specifications and authorized advertisement for bids. Thirty (30) bid requests were issued for the Tradewinds Boulevard Roundabout and Median Improvements Project. We received four (4) bids. Staff recommends awarding to the apparent low bidder, Onyx Contractors, LLC. Please see the attached memo from Gabe McClelland, Transportation Manager, for further information.

Therefore, please consider a resolution awarding a contract to Onyx Contractors, LLC. of Midland, Texas for the Tradewinds Boulevard Roundabout and Median Improvements Project for the cost of \$436,399.00 plus \$100,000.00 in contingencies for a project total of \$536,399.00.

Morris Williams Jr.

City Manager's Office



INTEROFFICE MEMORANDUM

TO: Regina Stephenson, Director of General Services

FROM: Gabe McClelland, Transportation Manager

SUBJECT: Resolution awarding a contract for the Tradewinds Boulevard Roundabout and Median Improvements Project; Bid # 20003784

DATE: September 10, 2020

CC: Jose Ortiz, Director of Engineering Services

The roundabout and medians installed at Tradewinds Boulevard are incomplete. The existing surfaces are unstable and exposed to erosion. Currently, storm water does not drain from the areas between the curb, and water could cause damage to the roadway's underlying base and subgrade. In addition, these areas are a maintenance challenge as weeds and grass have grown uncontrollably.

Landscaping at the roundabout and medians was included in the original design, but this work was eventually removed from the project in an attempt to finish the project under budget. The extension of Tradewinds Boulevard south of Thomason Drive has been open for months, and the paving of the roadway was eventually completed under budget with enough funds available to complete the roundabout and medians. The Engineering Services Department recommends using a portion of the funds that remain in the Tradewinds Boulevard project for the roundabout and median improvements.

Onyx Contractors, LLC (Onyx) is the apparent low bidder and has submitted a total bid price of \$436,399.00. The proposed work includes erosion control, earthwork, concrete placement, irrigation and landscaping, and lighting. Onyx has a history of successfully completing projects in our area, including the City of Midland's annual Citywide Concrete Program.

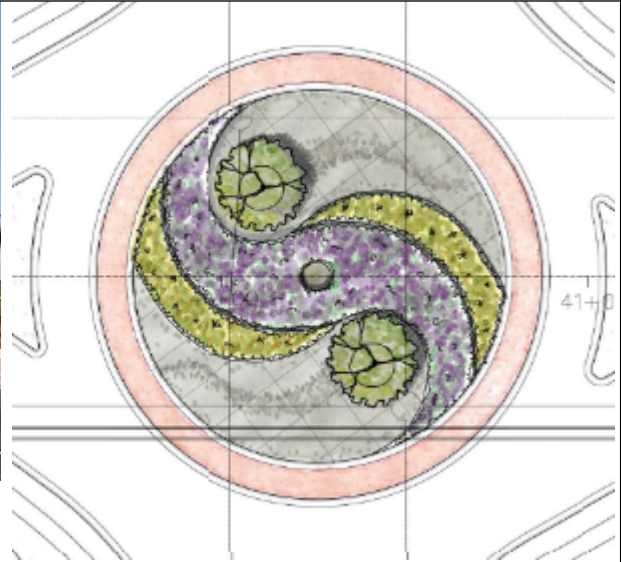
Therefore, please consider a resolution awarding a contract for the Tradewinds Boulevard Roundabout and Median Improvements Project for the Engineering Services Division to Onyx Contractors, LLC for a total amount \$536,399.00 (Total Base Bid + \$100,000.00 for Contingency). Funds are available in the Tradewinds Boulevard Paving Project.

Please see the images of current conditions and the proposed improvements:

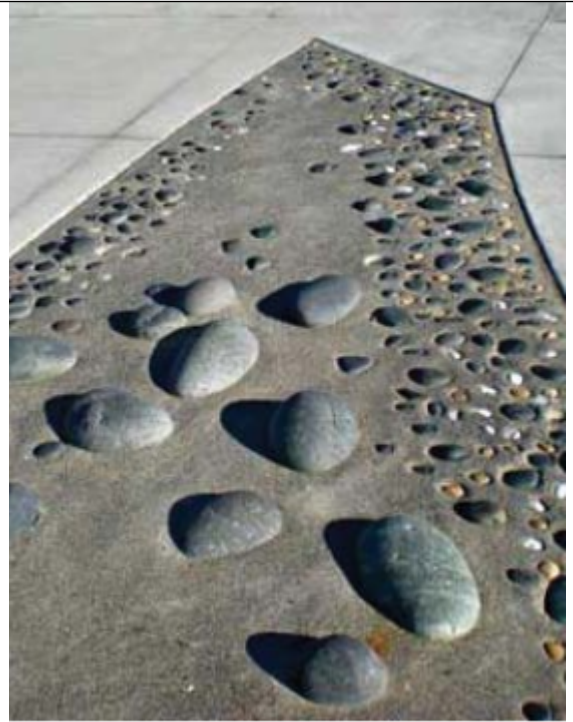
Current Conditions



Proposed Work







RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT FOR THE
TRADEWINDS BOULEVARD ROUNDABOUT AND
MEDIAN IMPROVEMENTS PROJECT TO ONYX
GENERAL CONTRACTORS LLC OF MIDLAND,
TEXAS, AT A TOTAL COST OF \$436,399.00; AND
AUTHORIZING PAYMENT**

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Tradewinds Boulevard Roundabout and Median Improvements Project (the “Project”); and

WHEREAS, Bid No. 20003784 was opened on August 12, 2020, with the lowest responsible bidder being Onyx General Contractors LLC of Midland, Texas (“Contractor”), having submitted a bid of \$436,399.00 as shown on the bid tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit “A”, shall not exceed \$436,399.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the City Manager or the Assistant City Manager who supervises the Engineering Services Department (the “Supervising Assistant City Manager”) and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of \$436,399.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Manager or the Supervising Assistant City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders

to said contract if (1) each change order involves a decrease or an increase of \$50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than \$100,000.00.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed \$536,399.00 from funds available in the Capital Projects Fund (005) in Project 900269-005 upon receipt of proper invoices or statements approved by the City Manager or the Supervising Assistant 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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, Assistant City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

City of Midland Transportation Department

Integrity Services LLC

JC Roberts Construction

Onyx Contractors

Ti-Zack Concrete Inc

Contract Bid Schedule Tradewinds Roundabout Median Improvements

ITEM	DESCRIPTION AND UNIT PRICE IN WORDS NO.	QUANTITY (EST.)	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ROUNABOUT IMPROVEMENTS											
1	Mobilization which includes, insurance, bonds and associated start-up cost. <u>complete, in place, the Sum of</u>	1	LS	\$29,523.18	\$29,523.18	\$36,000.00	\$36,000.00	\$4,472.50	\$4,472.50	\$30,000.00	\$30,000.00
2	Provide earthwork including landscape grading and any imported fill necessary <u>complete, in place, the Sum of</u>	1	LS	\$9,960.00	\$9,960.00	\$12,900.00	\$12,900.00	\$4,472.50	\$4,472.50	\$15,000.00	\$15,000.00
3	Provide for erosion control <u>complete, in place, the Sum of</u>	1	LS	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
4	Provide for disposal of excess excavated material <u>complete, in place, the Sum of</u>	1	LS	\$4,200.00	\$4,200.00	\$5,500.00	\$5,500.00	\$2,500.10	\$2,500.10	\$15,000.00	\$15,000.00
5	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified <u>complete, in place, the Sum of</u>	4737	SF	\$8.33	\$39,459.21	\$10.00	\$47,370.00	\$9.10	\$43,106.70	\$13.00	\$61,581.00
6	Provide boulders embedded into 4" thick, broom finish concrete. Size varies from 1'-4'. <u>complete, in place, the Sum of</u>	56	EA	\$260.00	\$14,560.00	\$175.00	\$9,800.00	\$145.00	\$8,120.00	\$285.00	\$15,960.00
7	Provide 4" PVC sleeves <u>complete, in place, the Sum of</u>	85	LF	\$18.37	\$1,561.45	\$20.00	\$1,700.00	\$16.00	\$1,360.00	\$25.00	\$2,125.00
8	Provide DX Controller for lighting <u>complete, in place, the Sum of</u>	1	LS	\$2,875.00	\$2,875.00	\$950.00	\$950.00	\$800.00	\$800.00	\$5,500.00	\$5,500.00
9	Provide light fixture type KT-3LED-SS <u>complete, in place, the Sum of</u>	6	EA	\$460.00	\$2,760.00	\$600.00	\$3,600.00	\$500.00	\$3,000.00	\$3,300.00	\$19,800.00
10	Provide J-box for future art lighting <u>complete, in place, the Sum of</u>	1	EA	\$1,465.45	\$1,465.45	\$500.00	\$500.00	\$375.00	\$375.00	\$1,500.00	\$1,500.00
11	Provide direct burial, low voltage light as shown on the electrical plans. <u>complete, in place, the Sum of</u>	148	LF	\$5.55	\$821.40	\$3.00	\$444.00	\$2.00	\$296.00	\$30.00	\$4,440.00
12	Provide complete irrigaton system including new tap, meter and backflow prevention valve as designed and specified <u>complete, in place, the Sum of</u>	1	LS	\$12,546.50	\$12,546.50	\$13,000.00	\$13,000.00	\$6,000.00	\$6,000.00	\$5,200.00	\$5,200.00
13	Provide 24" box, 7'-8" ht Texas Honey Mesquite as specified <u>complete, in place, the Sum of</u>	1	EA	\$814.99	\$814.99	\$1,770.00	\$1,770.00	\$1,500.00	\$1,500.00	\$730.00	\$730.00
14	Provide 5 gal, 15"-18" ht Compact Texas Sage as specified <u>complete, in place, the Sum of</u>	142	EA	\$32.78	\$4,654.76	\$65.00	\$9,230.00	\$55.00	\$7,810.00	\$50.00	\$7,100.00
15	Provide 1 gal, 8"-10" ht Blue Grama Grass 'Blonde Ambition' as specified <u>complete, in place, the Sum of</u>	189	EA	\$19.40	\$3,666.60	\$30.00	\$5,670.00	\$25.00	\$4,725.00	\$33.00	\$6,237.00
16	Provide 1'-2" River Rocks, 3" depth as specified <u>complete, in place, the Sum of</u>	3432	SF	\$10.57	\$36,276	\$4.00	\$13,728.00	\$3.30	\$11,325.60	\$5.00	\$17,160.00
17	Provide filter fabric as specified <u>complete, in place, the Sum of</u>	3432	SF	\$0.59	\$2,024.88	\$1.00	\$3,432.00	\$0.30	\$1,029.60	\$0.30	\$1,029.60

GRAND TOTAL ROUNDABOUT BID : \$											
\$168,669.66					\$168,594.00		\$101,893.00		\$210,862.60		
ITEM	DESCRIPTION AND UNIT PRICE IN WORDS NO.	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MEDIAN IMPROVEMENTS											
1	Mobilization which includes, insurance, bonds and associated start-up cost. complete, in place, the Sum of	1	LS	\$44,761.36	\$44,761.36	\$36,000.00	\$36,000.00	\$3,500.00	\$3,500.00	\$30,000.00	\$30,000.00
2	Provide earthwork including landscape grading and any imported fill necessary complete, in place, the Sum of	1	LS	\$8,700.00	\$8,700.00	\$5,900.00	\$5,900.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00
3	Provide for erosion control complete, in place, the Sum of	1	LS	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
4	Provide for disposal of excess excavated material complete, in place, the Sum of	1	LS	\$8,000.00	\$8,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
MEDIAN #1											
5	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1875	SF	\$8.33	\$15,618.75	\$11.00	\$20,625.00	\$9.10	\$17,062.50	\$13.00	\$24,375.00
6	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	22	EA	\$260.00	\$5,720.00	\$175.00	\$3,850.00	\$145.00	\$3,190.00	\$285.00	\$6,270.00
7	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	933	SF	\$13.33	\$12,436.89	\$14.00	\$13,062.00	\$20.40	\$19,033.20	\$16.00	\$14,928.00
MEDIAN #2											
8	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	2101	SF	\$8.33	\$17,501.33	\$11.00	\$23,111.00	\$9.10	\$19,119.10	\$13.00	\$27,313.00
9	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	28	EA	\$260.00	\$7,280.00	\$175.00	\$4,900.00	\$145.00	\$4,060.00	\$285.00	\$7,980.00
10	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	1339	SF	\$13.33	\$17,848.87	\$14.00	\$18,746.00	\$20.40	\$27,315.60	\$16.00	\$21,424.00
MEDIAN #3											
11	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1294	SF	\$8.33	\$10,779.02	\$11.00	\$14,234.00	\$9.10	\$11,775.40	\$13.00	\$16,822.00
12	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	21	EA	\$260.00	\$5,460.00	\$175.00	\$3,675.00	\$145.00	\$3,045.00	\$285.00	\$5,985.00

13	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	954	SF	\$13.33	\$12,716.82	\$14.00	\$13,356.00	\$20.40	\$19,461.60	\$16.00	\$15,264.00
ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MEDIAN IMPROVEMENTS											
MEDIAN #4											
14	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1170	SF	\$8.33	\$9,746.10	\$11.00	\$12,870.00	\$9.10	\$10,647.00	\$13.00	\$15,210.00
15	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	24	EA	\$260.00	\$6,240.00	\$175.00	\$4,200.00	\$145.00	\$3,480.00	\$285.00	\$6,840.00
16	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	915	SF	\$13.33	\$12,196.95	\$14.00	\$12,810.00	\$20.40	\$18,666.00	\$16.00	\$14,640.00
MEDIAN #5											
17	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	693	SF	\$8.33	\$5,772.69	\$11.00	\$7,623.00	\$9.10	\$6,306.30	\$13.00	\$9,009.00
18	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	16	EA	\$260.00	\$4,160.00	\$175.00	\$2,800.00	\$145.00	\$2,320.00	\$285.00	\$4,560.00
19	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	464	SF	\$13.33	\$6,185.12	\$14.00	\$6,496.00	\$20.40	\$9,465.60	\$16.00	\$7,424.00
MEDIAN #6											
20	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	2571	SF	\$8.33	\$21,416.43	\$11.00	\$28,281.00	\$9.10	\$23,396.10	\$13.00	\$33,423.00
21	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	24	EA	\$260.00	\$6,240.00	\$175.00	\$4,200.00	\$145.00	\$3,480.00	\$285.00	\$6,840.00
22	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	939	SF	\$13.33	\$12,516.87	\$14.00	\$13,146.00	\$20.40	\$19,155.60	\$16.00	\$15,024.00
MEDIAN #7											
23	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	3862	SF	\$8.33	\$32,170.46	\$11.00	\$42,482.00	\$9.10	\$35,144.20	\$13.00	\$50,206.00
24	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	38	EA	\$260.00	\$9,880.00	\$175.00	\$6,650.00	\$145.00	\$5,510.00	\$285.00	\$10,830.00

25	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	1423	SF	\$13.33	\$18,968.59	\$14.00	\$19,922.00	\$20.40	\$29,029.20	\$16.00	\$22,768.00
ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
MEDIAN IMPROVEMENTS											
MEDIAN #8											
26	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1120	SF	\$8.33	\$9,329.60	\$11.00	\$12,320.00	\$9.10	\$10,192.00	\$13.00	\$14,560.00
27	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	22	EA	\$260.00	\$5,720.00	\$175.00	\$3,850.00	\$145.00	\$3,190.00	\$285.00	\$6,270.00
28	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	954	SF	\$13.33	\$12,716.82	\$14.00	\$13,356.00	\$20.40	\$19,461.60	\$16.00	\$15,264.00
GRAND TOTAL MEDIAN BID :											
-											
-											
\$341,582.67						\$356,465.00		\$334,506.00		\$435,729.00	
GRAND TOTAL MEDIAN AND ROUNDABOUT BID : \$						\$510,252.33		\$525,059.00		\$436,399.00	

Bidding Summary:

30 Bid requests were issued

4 Bids listed above

1 NO BID was received

25 Bidders did not respond



THE CITY OF MIDLAND

CONTRACT

20003784

THIS CONTRACT, effective the 23rd day of September, 2020, by and between the City of Midland, hereinafter referred to as "City", and Onyx General Contractors LLC, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 436,399.00 DOLLARS
2. **Scope of Work:** Company shall perform all work described for Tradewinds Boulevard Roundabout and Median Improvements in the following documents, attached hereto and incorporated herein by reference for all legal 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 Jose Ortiz 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,
PACKET 4.25 September 22, 2020

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.

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.

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.

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 90 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. **Payable Out:** In the event no funds or sufficient funds are applicable and are not available, the City shall not be responsible for the payment of the same. ~~4.28~~ ~~September 22, 2020~~

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 OF ATTORNEY'S FEES, WHICH**

ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE 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 THE 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 OF GOVERNMENTAL IMMUNITY.

COMPANY AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

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

PACKET \$1,000,000.00 per occurrence
4.30 September 22, 2020

-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Workers' Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$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 PROVISIONS, 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 WHICH 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.**

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. 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 to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

24. **Independent Contractor:** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company 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 Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein 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 the City. 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". **PAKNEW** 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 the 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 original and seven copies of notice attached to a copy of this Contract) 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 Company will 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 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 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 Company that Company'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, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless 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.

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 Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does 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 is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to City for the duration of the contract, (2) 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 (3) on completion of the Contract, either (i) provide at no cost to City all contracting information related to the Contract that is in the custody or possession of Company, or (ii) 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 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.

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 Exhibit A, 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 Exhibit A.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Courtney B. Sharp, City Manager

ATTEST

Amy M. Turner, 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 Onyx General Contractors LLC, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

EXHIBIT "A"



CITY OF MIDLAND
PURCHASING DIVISION
BID REQUEST

DATE: 07/13/2020

PAGE: 01

(THIS IS NOT AN ORDER)

BID NO: 20003784**OPENING TIME: 2:00 PM****CLOSING DATE: 08/12/20**

CITY OF MIDLAND
 300 NORTH LORAIN
 P. O. BOX 1152
 MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE _____ City Secretary, 300 N. Loraine, Suite 330, Midland Texas
 UNTIL 2:00 P.M. 08/12/20 _____ FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED
 TO: _____ Engineering

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Tradewinds Boulevard Roundabout & Median Improvements in accordance with the attached notes, drawings and contract		
			PLEASE SEE ATTACHED BID FORM	TOTAL	436,399.00

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. 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.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **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.
6. BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
7. **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.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Onyx General Contractors LLC
 ADDRESS 1010 S FM 1788
 CITY Midland ST TX ZIP 79706
 PHONE NO. 432-561-8900 FAX NO. 432-561-8644
 EMAIL: paul@onyxcontractors.com

CASH DISCOUNT: _____ % _____ DAYS

DELIVERY CAN BE MADE _____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

**City of Midland Transportation Department
Contract Bid Schedule
Tradewinds Roundabout Median Improvements**

CONTACT INFORMATION

NAME: Paul Iaquaniello

BUSINESS NAME: Onyx General Contractors LLC

MAILING ADDRESS: P.O. Box 60547 Midland, TX 79711

CITY: Midland STATE: Texas ZIP CODE: 79706

WORK PHONE: 432-561-8900 CELL PHONE: 432-296-0714

EMAIL: paul@onyxcontractors.com

BIDS:

ROUNDBOUT BID: 101,893.00 One hundred one thousand eight hundred ninety-three

MEDIAN BID: 334,506.00 Three hundred thirty-four thousand five hundred six

TOTAL BID: 436,399.00 Four hundred thirty-six thousand three hundred ninety-nine

BIDDER:

BY: Paul Iaquaniello

SIGNATURE: 

DATE: 08/12/2020

THIS FORM MUST BE RETURNED WITH YOUR BID

**City of Midland Transportation Department
Contract Bid Schedule
Tradewinds Roundabout Median Improvements**

ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	QUANTITY (EST.)	UNIT	UNIT PRICE	TOTAL PRICE
ROUNDAABOUT IMPROVEMENTS					
1	Mobilization which includes, insurance, bonds and associated start-up cost. complete, in place, the Sum of	1	LS	\$ 4,472.50	\$ 4,472.50
2	Provide earthwork including landscape grading and any imported fill necessary complete, in place, the Sum of	1	LS	\$ 4,472.50	\$ 4,472.50
3	Provide for erosion control complete, in place, the Sum of	1	LS	\$ 1,000.00	\$ 1,000.00
4	Provide for disposal of excess excavated material complete, in place, the Sum of	1	LS	\$ 2,500.10	\$ 2,500.10
5	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	4737	SF	\$ 9.10	\$ 43,106.70
6	Provide boulders embedded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	56	EA	\$ 145.00	\$ 8,120.00
7	Provide 4" PVC sleeves complete, in place, the Sum of	85	LF	\$ 16.00	\$ 1,360.00
8	Provide DX Controller for lighting complete, in place, the Sum of	1	LS	\$ 800.00	\$ 800.00
9	Provide light fixture type KT-3LED-SS complete, in place, the Sum of	6	EA	\$ 500.00	\$ 3,000.00
10	Provide J-box for future art lighting complete, in place, the Sum of	1	EA	\$ 375.00	\$ 375.00
11	Provide direct burial, low voltage light as shown on the electrical plans. complete, in place, the Sum of	148	LF	\$ 2.00	\$ 296.00
12	Provide complete irrigaton system including new tap, meter and backflow prevention valve as designed and specified complete, in place, the Sum of	1	LS	\$ 6,000.00	\$ 6,000.00
13	Provide 24" box, 7'-8' ht Texas Honey Mesquite as specified complete, in place, the Sum of	1	EA	\$ 1,500.00	\$ 1,500.00
14	Provide 5 gal, 15"-18" ht Compact Texas Sage as specified complete, in place, the Sum of	142	EA	\$ 55.00	\$ 7,810.00
15	Provide 1 gal, 8"-10" ht Blue Grama Grass 'Blonde Ambition' as specified complete, in place, the Sum of	189	EA	\$ 25.00	\$ 4,725.00
16	Provide 1"-2" River Rocks, 3" depth as specified complete, in place, the Sum of	3432	SF	\$ 3.30	\$ 11,325.60
17	Provide filter fabric as specified complete, in place, the Sum of	3432	SF	\$ 0.30	\$ 1,029.60
GRAND TOTAL ROUNDAABOUT BID : \$ 101,893.00					
One hundred one thousand eight hundred ninety-three dollars and cents					

**City of Midland
Contract Bid Schedule
Tradewinds Roundabout and Median Improvements**

ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MEDIAN IMPROVEMENTS					
1	Mobilization which includes, insurance, bonds and associated start-up cost. complete, in place, the Sum of	1	LS	\$ 3,500.00	\$ 3,500.00
2	Provide earthwork including landscape grading and any imported fill necessary complete, in place, the Sum of	1	LS	\$ 3,500.00	\$ 3,500.00
3	Provide for erosion control complete, in place, the Sum of	1	LS	\$ 1,000.00	\$ 1,000.00
4	Provide for disposal of excess excavated material complete, in place, the Sum of	1	LS	\$ 3,000.00	\$ 3,000.00
MEDIAN #1					
5	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1875	SF	\$ 9.10	\$ 17,062.50
6	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	22	EA	\$ 145.00	\$ 3,190.00
7	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	933	SF	\$ 20.40	\$ 19,033.20
MEDIAN #2					
8	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	2101	SF	\$ 9.10	\$ 19,119.10
9	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	28	EA	\$ 145.00	\$ 4,060.00
10	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	1339	SF	\$ 20.40	\$ 27,315.60
MEDIAN #3					
11	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1294	SF	\$ 9.10	\$ 11,775.40
12	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	21	EA	\$ 145.00	\$ 3,045.00
13	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	954	SF	\$ 20.40	\$ 19,461.60

City of Midland
Contract Bid Schedule
Tradewinds Roundabout and Median Improvements

ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MEDIAN IMPROVEMENTS					
MEDIAN #4					
14	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1170	SF	\$ 9.10	\$ 10,647.00
15	Provide boulders embedded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	24	EA	\$ 145.00	\$ 3,480.00
16	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	915	SF	\$ 20.40	\$ 18,666.00
MEDIAN #5					
17	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	693	SF	\$ 9.10	\$ 6,306.30
18	Provide boulders embedded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	16	EA	\$ 145.00	\$ 2,320.00
19	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	464	SF	\$ 20.40	\$ 9,465.60
MEDIAN #6					
20	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	2571	SF	\$ 9.10	\$ 23,396.10
21	Provide boulders embedded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	24	EA	\$ 145.00	\$ 3,480.00
22	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	939	SF	\$ 20.40	\$ 19,155.60
MEDIAN #7					
23	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	3862	SF	\$ 9.10	\$ 35,144.20
24	Provide boulders embedded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	38	EA	\$ 145.00	\$ 5,510.00
25	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	1423	SF	\$ 20.40	\$ 29,029.20

**City of Midland
Contract Bid Schedule
Tradewinds Roundabout and Median Improvements**

ITEM NO.	DESCRIPTION AND UNIT PRICE IN WORDS	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
MEDIAN IMPROVEMENTS					
MEDIAN #8					
26	Provide for 4" thick, broom finish, 3000 PSI reinforced concrete sidewalks as specified complete, in place, the Sum of	1120	SF	\$ 9.10	\$ 10,192.00
27	Provide boulders embeded into 4" thick, broom finish concrete. Size varies from 1'-4'. complete, in place, the Sum of	22	EA	\$ 145.00	\$ 3,190.00
28	Provide 4" thick concrete sidewalk with stamped finish and color to match roundabout and , 3000 PSI reinforced as specified complete, in place, the Sum of	954	SF	\$ 20.40	\$ 19,461.60
GRAND TOTAL MEDIAN BID : \$ 334,506.00 Three hundred thirty-four thousand five hundred six dollars and cents					

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

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? 29
3. Year your business was established in the City of Midland: 23
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: 32053113687

Company Name and Address (as it appears on permit):

ONYX GENERAL CONTRACTORS LLC
PO BOX 60547 MIDLAND, TX 79711-0547

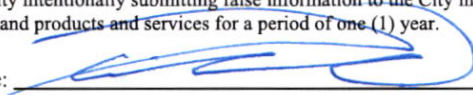
5. Does your business have more than one office in the State of Texas? ☒ Yes ☐ No
If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:
262 E HWY. 302 KERMIT, TX 79745

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: 08/12/2020

Printed Name and Title: PAUL IAQUANIELLO; VICE PRESIDENT

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Onyx Contractors Operations, LP

as Principal, hereinafter called the Principal, and

Hudson Insurance Company

a corporation duly organized under the State of **Delaware**

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

Tradewinds Roundabout Median Improvements

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.

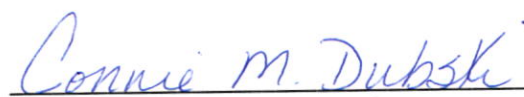
Signed and sealed this **August 12, 2020**

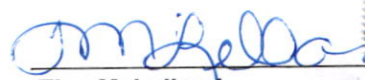

(Witness)

Onyx Contractors Operations, LP


(Seal)
(Title)

Hudson Insurance Company


(Witness)


Tina McLelland
Attorney-in-Fact
(Seal)



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robbie Martin, Josh Andrajack, Brenda Bledsoe, Tina McLelland, Connie M. Dubski

of the state of Texas

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 21st day of October, 20 19 at New York, New York.



Attest: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

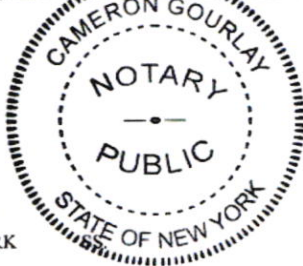
HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 21st day of October, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 12th day of August, 20 20

By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary



PACKET

4.45

September 22, 2020

CITY OF MIDLAND

ADDENDUM

BID # 20003784

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: July 24, 2020

The following changes have been made to the specifications.

CLARIFICATION 1 – The City will not be releasing an anticipated budget amount for this project.

CLARIFICATION 2 – In various locations, the plans call for “stamped & colored concrete to match roundabout truck apron”. For reference, the roundabout truck apron was built using products from Butterfield Color with a stamp pattern “Garden Path” (<https://www.butterfieldcolor.com/tool/garden-path/>), and a two-step color process with an integral concrete colorant (Weathered Terra Cotta U31) and color hardener (Deep Charcoal P13).

CLARIFICATION 3 – The bidder's attention is drawn to the following statement in the Scope Description in the bid documents: “All traffic control necessary for the completion of the Tradewinds Blvd. Roundabout & Median Improvement project shall be provided by the City of Midland.” Therefore, the City will provide traffic control for lane closures needed for construction, to be approved in accordance with standard City practice. Traffic control will be provided using the City's currently-contracted barricade company and those expenses will be paid directly by the City at no cost to the contractor selected for this project. The selected contractor is required to work cooperatively with the City and barricade company with regard to identifying reasonable traffic control needs, scheduling set up and removal of lane closures, and operating safely within the work zone at all times.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

ONYX GENERAL CONTRACTORS LLC

Company Name

Bidder Authorized Signature

PAUL IAQUANIELLO

Please Print Above Name

08/12/2020

Date

432-561-8900

Phone

CITY OF MIDLAND

ADDENDUM

BID # 20003784

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: July 24, 2020

The following changes have been made to the specifications.

Please replace the current bid schedule and map with the updated documents.

The following question was raised by one or more of the proposers. The answer is provided as a matter of clarification for all proposers as follows:

Q. After reviewing the plans I have noticed that there is no Erosion Control Plan in the drawings. How do I need to proceed in figuring up the Bid without knowing what type of Erosion Control Material that is needed, and the Quantity needed.

A. Erosion control plans are not included in the construction drawings because the extent of measures needed could vary significantly depending on the approach to the work that is chosen by the contractor. The City is not dictating the method or sequence of construction on this project since the work is expected to have little direct impact on the travelling public or property access.

The contractor will be responsible for utilizing standard erosion control practices appropriate for the nature and scope of work underway at any given time. For example, use of a concrete washout will almost certainly be required. Use of a stabilized construction entrance may be necessary only if a local staging area is established, but not otherwise. Use of other erosion control measures (BMPs) may be necessary if the contractor chooses to stockpile materials on site, but not otherwise.

All erosion control measures that are implemented must comply with City of Midland Standard Details, which are available on the City website (see Series 700 for erosion control measures):

<http://www.midlandtexas.gov/DocumentCenter/View/4278/City-of-Midland-Standard-Details>

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

ONYX GENERAL CONTRACTORS LLC

Company Name



Bidder Authorized Signature

08/12/2020

Date

PAUL IAQUANIELLO

432-561-8900

Please Print Above Name

Phone

CITY OF MIDLAND

ADDENDUM #3

BID # 20003784

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

DATE: July 28, 2020

The following questions were raised by one or more of the bidders. The answers are provided as a matter of clarification for all bidders as follows:

Q. Are you seeking General Contractors to bid on this entire scope of work?
If so, in our case we are a Subcontractor, what would we need to do to provide a Proposal for the Hauling services that would be required for this project?

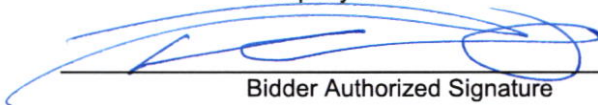
A. Yes, the City is seeking one contractor to be responsible for the entire scope of work. It would be up to that contractor to make arrangements with any subcontractors that they might choose.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

ONYX GENERAL CONTRACTORS LLC

Company Name



Bidder Authorized Signature

PAUL IAQUANIELLO

Please Print Above Name

08/12/2020

Date

432-561-8900

Phone

CITY OF MIDLAND

ADDENDUM BID # 20003784

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 4

DATE: August 10, 2020

The following question was raised by one or more of the proposers. The answer is provided as a matter of clarification for all proposers as follows:

Q. I had a couple questions under page "Contract Bid Schedule" Median Improvements Item no. 1-4. What does LS abbreviated for? Are Item no. 1-4 a start up cost that we require to start the job? Just basically a little more clarification on those items 1-4

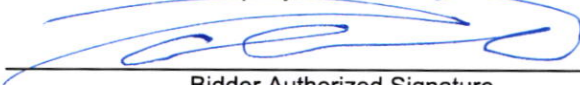
A. Items 1-4 are "Lump Sum" pay items, so there is only a quantity of one of each item for the project. Payment for each will be based on the portion of that type of work that has been completed, as requested by the Contractor and approved by the City. For example, mobilization covers start-up costs and may be billed at 100% with the first invoice. However, construction items such as earthwork would be billed based on the percent of the total work that was completed in the period covered by that invoice.

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

ONYX GENERAL CONTRACTORS LLC

Company Name



Bidder Authorized Signature

PAUL IAQUANIELLO

Please Print Above Name

08/12/2020

Date

432-561-8900

Phone



CITY OF MIDLAND
PURCHASING DIVISION
BID REQUEST

DATE: 07/13/2020

PAGE: 01

(THIS IS NOT AN ORDER)

BID NO: 20003784

OPENING TIME: 2:00 PM

CLOSING DATE: 08/12/20

CITY OF MIDLAND
 300 NORTH LORAIN
 P. O. BOX 1152
 MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE City Secretary, 300 N. Loraine, Suite 330, Midland Texas
 UNTIL 2:00 P.M. 08/12/20 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED
 TO: Engineering

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Tradewinds Boulevard Roundabout & Median Improvements in accordance with the attached notes, drawings and contract		
				TOTAL	

NOTICE TO BIDDERS:

- FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
- BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
- 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 REQUIREMENTS OF PARAGRAPH 3, 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.
- BIDDER/CONTRACTOR/COMPANY IS RESPONSIBLE FOR ACQUIRING AND ACKNOWLEDGING ALL ADDENDA.
- 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.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: _____
 ADDRESS _____
 CITY _____ ST _____ ZIP _____
 PHONE NO. _____ FAX NO. _____
 EMAIL: _____

CASH DISCOUNT: _____ % _____ DAYS

DELIVERY CAN BE MADE _____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING



On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

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

OR

Physical Address:

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



ATTENTION: Due to the Coronavirus (COVID-19) pandemic, the City of Midland's City Hall is closed to the Public. All bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

USPS Mailing Address:

City of Midland, Texas
Attn: City Secretary's Office
P O Box 1152
Midland, TX 79702

OR

Physical Address for mail carriers other than USPS:

City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening:

<http://www.midlandtexas.gov/600/Watch-Council-Meetings>

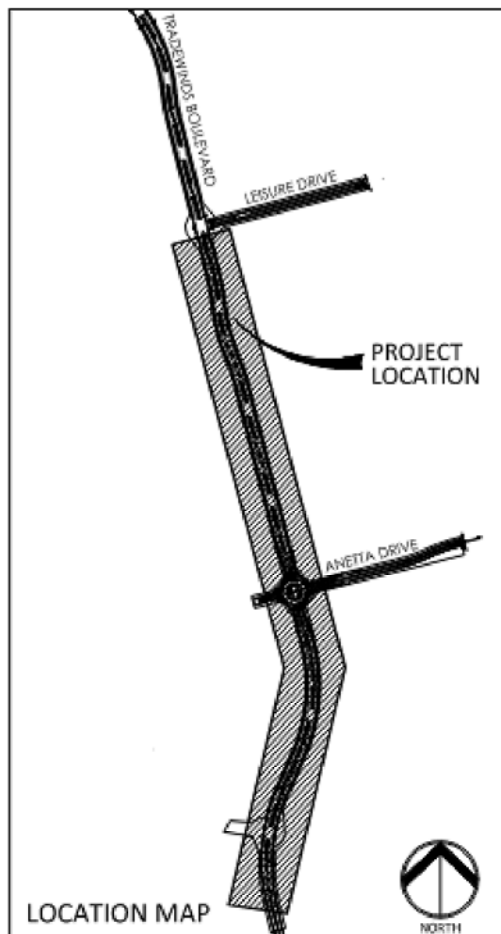


Tradewinds Blvd. Roundabout & Median Improvements

Scope Description:

The proposed work includes improvements to the recently-installed medians and roundabout at Tradewinds Boulevard and Anetta Drive in accordance with the drawings, notes, and specifications provided. Specifically, the proposed work includes erosion control, earthwork, concrete placement, irrigation and landscaping, and lighting in accordance with the drawings, notes, and specifications provided. Please see the project location in the image below.

All traffic control necessary for the completion of the Tradewinds Blvd. Roundabout & Median Improvement project shall be provided by the City of Midland.



www.MidlandTexas.gov



4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.699.4889 • Fax: 432.682.7722
(TX REG. F-1114)

CITY OF MIDLAND

TRADEWINDS ROUNDABOUT & MEDIAN ENHANCEMENTS

JUNE 16, 2020

SHEET INDEX	
SHEET	DESCRIPTION
L0.00	REFERENCE PLAN
L0.01	GENERAL NOTES
L1.00	ROUNDABOUT LAYOUT PLAN
L1.01	ROUNDABOUT GRADING PLAN
L1.02	ROUNDABOUT LIGHTING LAYOUT PLAN
L2.00	MEDIAN LAYOUT PLAN
L2.01	MEDIAN LAYOUT PLAN
L2.02	MEDIAN LAYOUT PLAN
L3.00	PLANTING PLAN
L3.01	PLANTING NOTES
L4.00	IRRIGATION PLAN
L4.01	IRRIGATION NOTES & DETAILS
L4.02	IRRIGATION DETAILS

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
SPENCER ROBNETT	AT LARGE
MICHAEL TROST	AT LARGE

CITY MANAGER

COURTNEY SHARP

TRAFFIC ENGINEER

MIKE PACELLI, PE, PTOE

TRANSPORTATION MANAGER

GABRIEL MCCLELLAND

CONTRACTOR _____

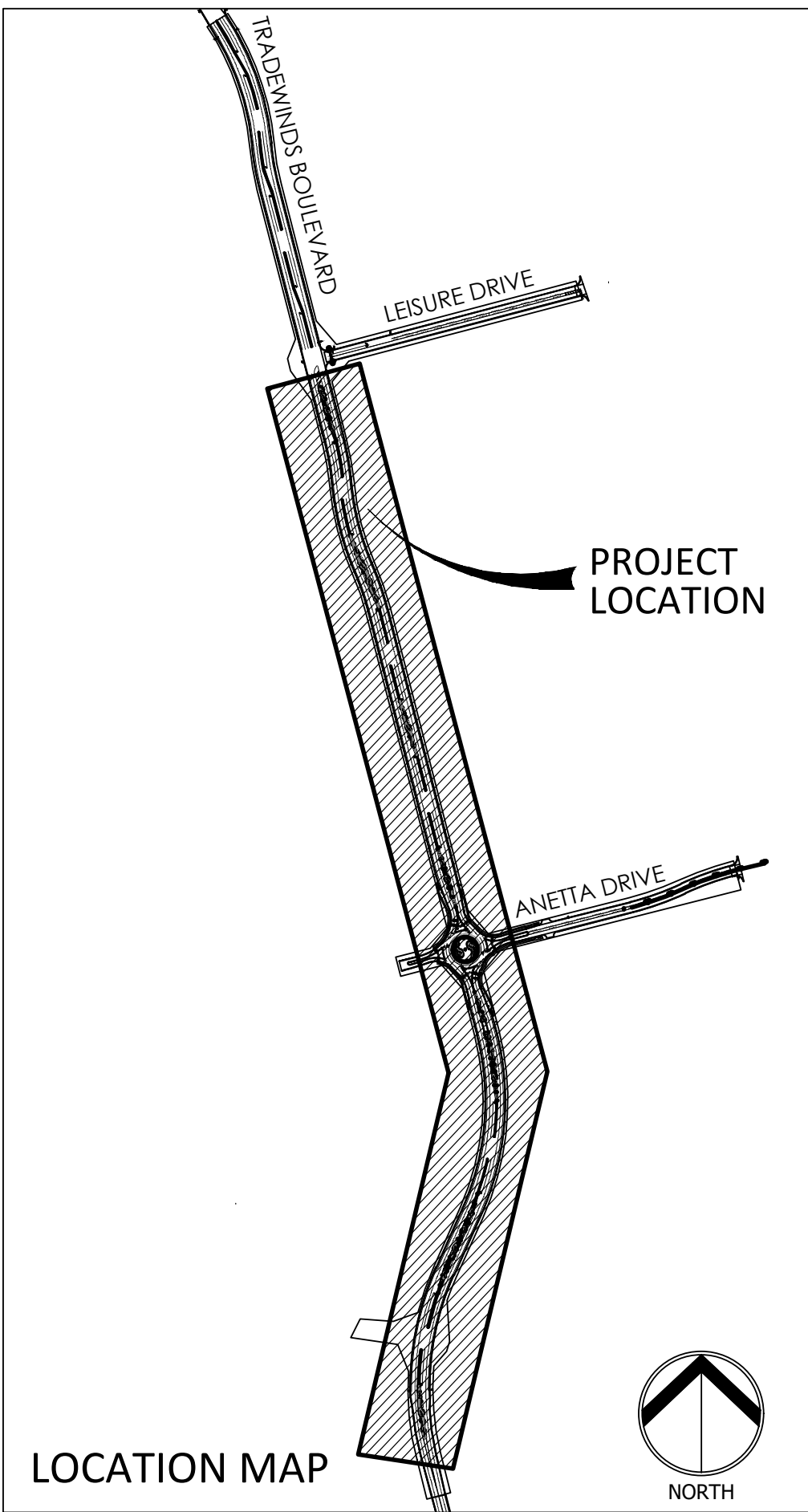
DATE CONSTRUCTOR BEGAN _____

WORK _____

DATE WORK WAS COMPLETED _____

DATE WORK WAS ACCEPTED _____

FINAL CONTRACT COST _____



SUBMITTED _____

LANDSCAPE ARCHITECT

RECOMMENDED _____

CITY ENGINEER

RECOMMENDED _____

ENGINEERING SERVICES DIRECTOR



GENERAL NOTES:

- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE OWNER AND ADJUST CONSTRUCTION ACTIVITIES, DELIVERIES, STORAGE, ETC. TO ACCOMMODATE THE OWNER'S NEEDS FOR USE OF THESE FACILITIES.
- THE EXACT BOUNDARIES OF THE STAGING AREA WILL BE AGREED TO BY THE OWNER AND THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- UPON COMPLETION OF THE CONSTRUCTION, THE STAGING AREA SHALL BE REMOVED. THE AREA DISTURBED SHALL BE REGRADED TO PROVIDE A SMOOTH CONTOUR.

SITE PLAN NOTES:

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING FOR THIS PROJECT.
- THE CONTRACTOR, AND THEIR AGENTS, SUBCONTRACTOR, ENGINEER, OR SURVEYOR ARE COMPLETELY RESPONSIBLE FOR THE VERIFICATION OF THE ACCURACY OF THE DIMENSION CONTROL FURNISHED HEREIN. THE OWNER, AND HIS AGENTS, IS NOT RESPONSIBLE FOR THE ACCURACY OF THE COORDINATES FURNISHED. THE CONTRACTOR IS REQUIRED TO VERIFY ALL THE COORDINATES FOR ACCURACY.
- WRITTEN DIMENSIONS AND COORDINATES SHALL GOVERN OVER SCALED DRAWINGS.
- ALL IMPROVEMENTS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT AND CITY OF MIDLAND REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB, FACE OF WALL, OR FACE OF BUILDING UNLESS OTHERWISE NOTED.
- LAYOUT AND GRADING FOR THE IMPROVEMENTS SHALL OCCUR AS DIRECTED BY THE LANDSCAPE ARCHITECT WITH THE FOLLOWING GUIDELINES:
 - ALL WALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% (1:48) IN THE DIRECTION OF THE DOWNHILL SIDE.
 - THE LONGITUDINAL SLOPE OF THE WALKS SHALL BE NO GREATER THAN 5% (1:20) UNLESS OTHERWISE NOTED.
 - ALL GRADES SHALL BE FINISHED TO A SMOOTH, FLOWING CONTOUR, MAINTAINING EXISTING FLOW PATTERNS UNLESS DIRECTED OTHERWISE.
- THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, EASEMENT LINES, AND VISIBILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
- CONTRACTOR TO PROVIDE 5x5' MOCKUP OF ALL CONCRETE FINISHES INCLUDING BOULDERS, INTEGRAL COLOR, PATTERNS AND JOINTING FOR APPROVAL BY LANDSCAPE ARCHITECT AND CITY OF MIDLAND REPRESENTATIVE PRIOR TO CONSTRUCTION.

UTILITY NOTES:

- IN THE EVENT THAT EXISTING UTILITIES SUCH AS WATER, GAS, TELEPHONE, ELECTRIC, ETC., MUST BE TAKEN OUT OF SERVICE TO FACILITATE CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TEMPORARY UTILITIES TO THE SATISFACTION OF THE OWNER.
- THE CONTRACTOR SHALL USE EXTREME "CAUTION" WHEN WORKING IN AREAS ADJACENT TO GAS LINES, UNDERGROUND ELECTRIC CABLE, FIBER OPTIC CABLE AND UNDERGROUND TELEPHONE CABLE.
- WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT IN PLACE ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY.

DEMOLITION PLAN NOTES:

- THE CONTRACTOR IS RESPONSIBLE FOR THE DEMOLITION, REMOVAL, AND DISPOSING OF ANYTHING EXISTING WITHIN CONSTRUCTION AREA.
- STATE LAW REQUIRES THAT DIG-TESS BE CONTACTED 48 HOURS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED PER THE CITY OF MIDLAND STANDARDS AND MAINTAINING THROUGH THE DURATION OF THE PROJECT.
- ANY AND ALL ON-SITE REFUSE SHALL BE PROPERLY REMOVED AT CONTRACTOR'S EXPENSE.
- THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THESE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE LANDSCAPE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY DEMOLITION ACTIVITY, THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON-SITE LOCATIONS OF EXISTING UTILITIES.
- ALL EXISTING SEWERS, PIPING AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES. GIVE NOTICE TO ALL UTILITY COMPANIES REGARDING DESTRUCTION AND/OR REMOVAL OF ALL SERVICE LINES AND CAP ALL LINES BEFORE PROCEEDING WITH THE WORK. EXISTING UTILITIES, NOT IN USE, UNDER BUILDING FOOTPRINTS SHALL BE ABANDONED PER GEOTECHNICAL RECOMMENDATIONS.
- CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE SURROUNDING PROPERTIES AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- CONTRACTOR MAY LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE IT IS REQUIRED AS SHOWN ON THESE CONSTRUCTION PLANS, BUT IF ANY DAMAGE IS INCURRED ON ANY OF THE SURROUNDING PAVEMENT, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR.
- ALL FENCES REMOVED TO FACILITATE CONSTRUCTION SHALL BE REPLACED AT THE EXISTING OR PROPOSED LOCATION AS DIRECTED BY THE OWNER'S PROJECT REPRESENTATIVE.
- AT SITES WHERE DEMOLITION WILL OCCUR AT OR NEAR A PUBLIC STREET, THE CONTRACTOR SHALL SCHEDULE CONSTRUCTION ACTIVITIES AS SOON AS POSSIBLE SO THAT EDGES OF THE PAVEMENT WILL NOT BE LEFT UNPROTECTED LONGER THAN NECESSARY.
- IF WATER WELL(S) IS DISCOVERED, NOTIFY OWNER AND LANDSCAPE ARCHITECT IMMEDIATELY.
- COORDINATE ALL DEMOLITION AND CONSTRUCTION ACTIVITIES PRIOR TO COMMENCEMENT WITH OTHER CONTRACTORS AND TRADES.
- CONTRACTOR SHALL DETERMINE LOCATIONS AND EXTENT OF ALL EXISTING SITE UTILITIES PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL ERECT LIMITS OF WORK BARRICADES OR SECURITY FENCING TO ALLOW PEDESTRIAN CIRCULATION TO CONTINUE UNINTERRUPTED.

GENERAL NOTES

TRADEWINDS ROUNDABOUT
AND MEDIAN ENHANCEMENTS

MIDLAND, TEXAS

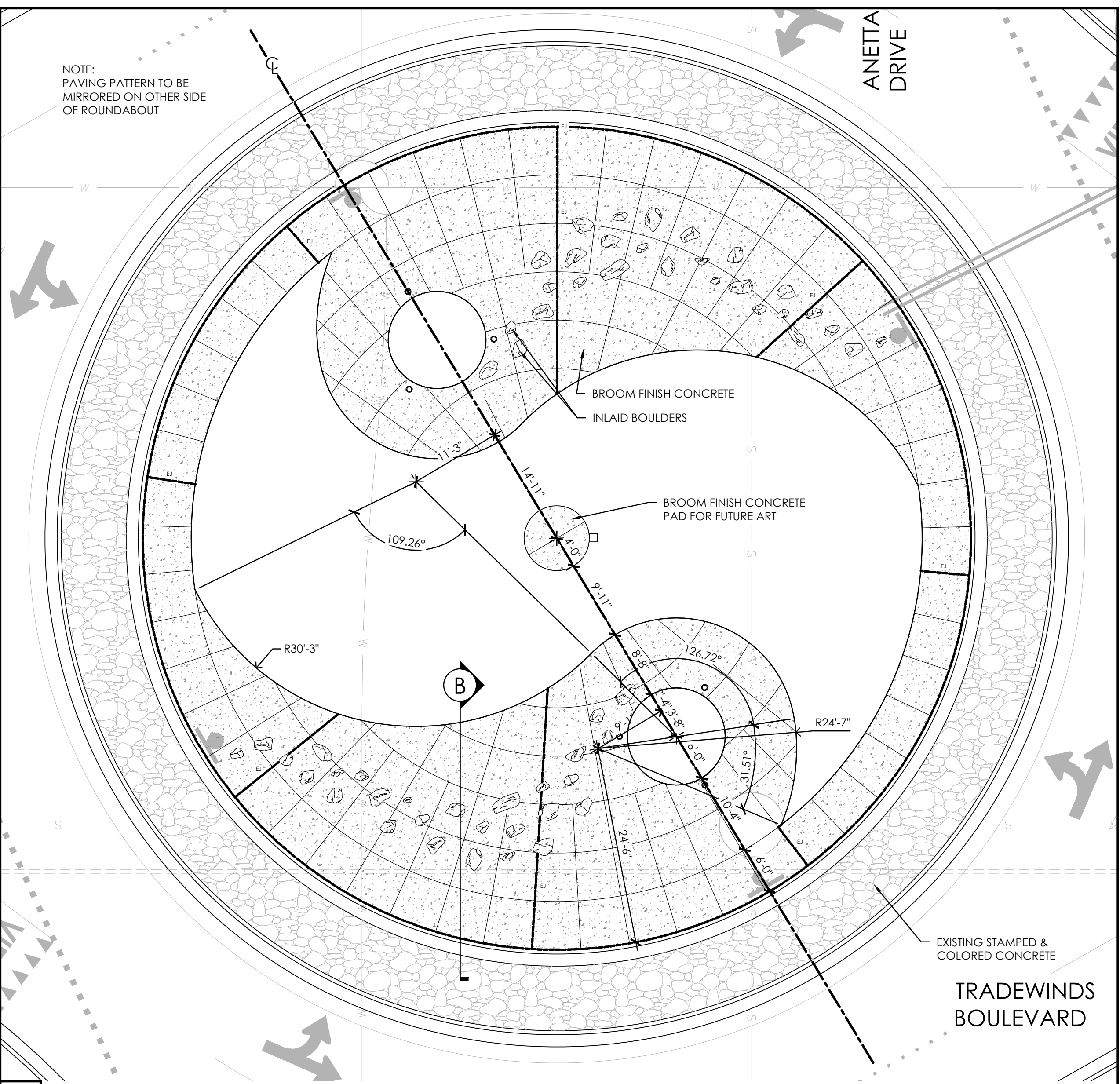
DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.692.4899
TX REG. F-1114



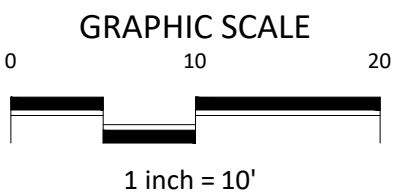
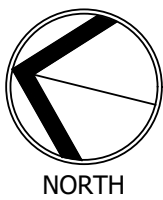
JOB NO.	6166
DESIGNED BY:	MEA
DRAWN BY:	MEA
CHECKED BY:	TEH
DATE:	JUNE 16, 2020

SHEET:
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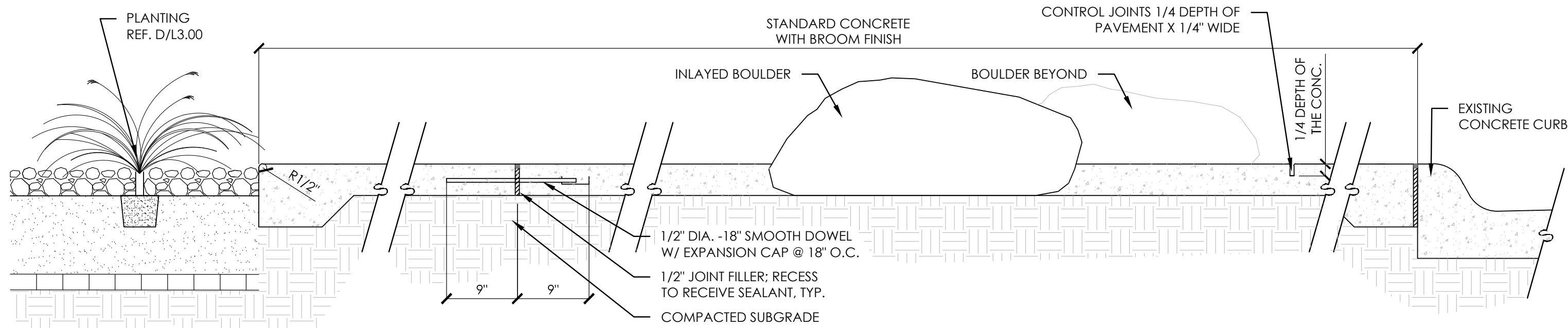
REVISIONS		DESCRIPTION
NO.	DATE	



A ROUNDABOUT LAYOUT



- NOTES:
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
 2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
 3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'. REFERENCE THE ROUNDABOUT LAYOUT PLAN FOR JOINT LOCATIONS.
 4. EXPANSION JOINTS TO BE LOCATED WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE AND AS SHOWN ON THE ROUNDABOUT LAYOUT PLAN, NOT TO EXCEED 50'.
 5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
 6. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
 7. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
 8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
 9. CONTRACTOR SHALL CONSTRUCT 5x5' MOCK-UP OF CONCRETE WITH STONE INLAY FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
 10. FINAL BOULDER PLACEMENT SHALL BE MARKED IN FIELD FOR LANDSCAPE AND OWNER'S REVIEW AND APPROVAL PRIOR TO CONCRETE INSTALLATION.



B DECORATIVE CONCRETE ROUNDABOUT WITH JOINTS

SCALE: 1"=1'-0"

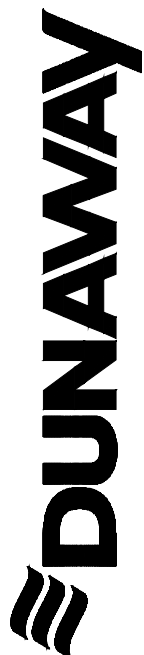
LEGEND

PROPERTY LINE	---
FENCE LINE	-x-x-x-
OVERHEAD ELECTRIC	OH
SEWER LINE	S
WATER LINE	W
EXISTING CONCRETE CURB	=====
EXPANSION JOINT	-FJ-
CONTROL JOINT	---

NOTE:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT IN PLACE ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY.

ROUNDABOUT LAYOUT PLAN



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Tel: 432.699.4899
TX REG. F-1114

TRADEWINDS ROUNDABOUT
AND MEDIAN ENHANCEMENTS

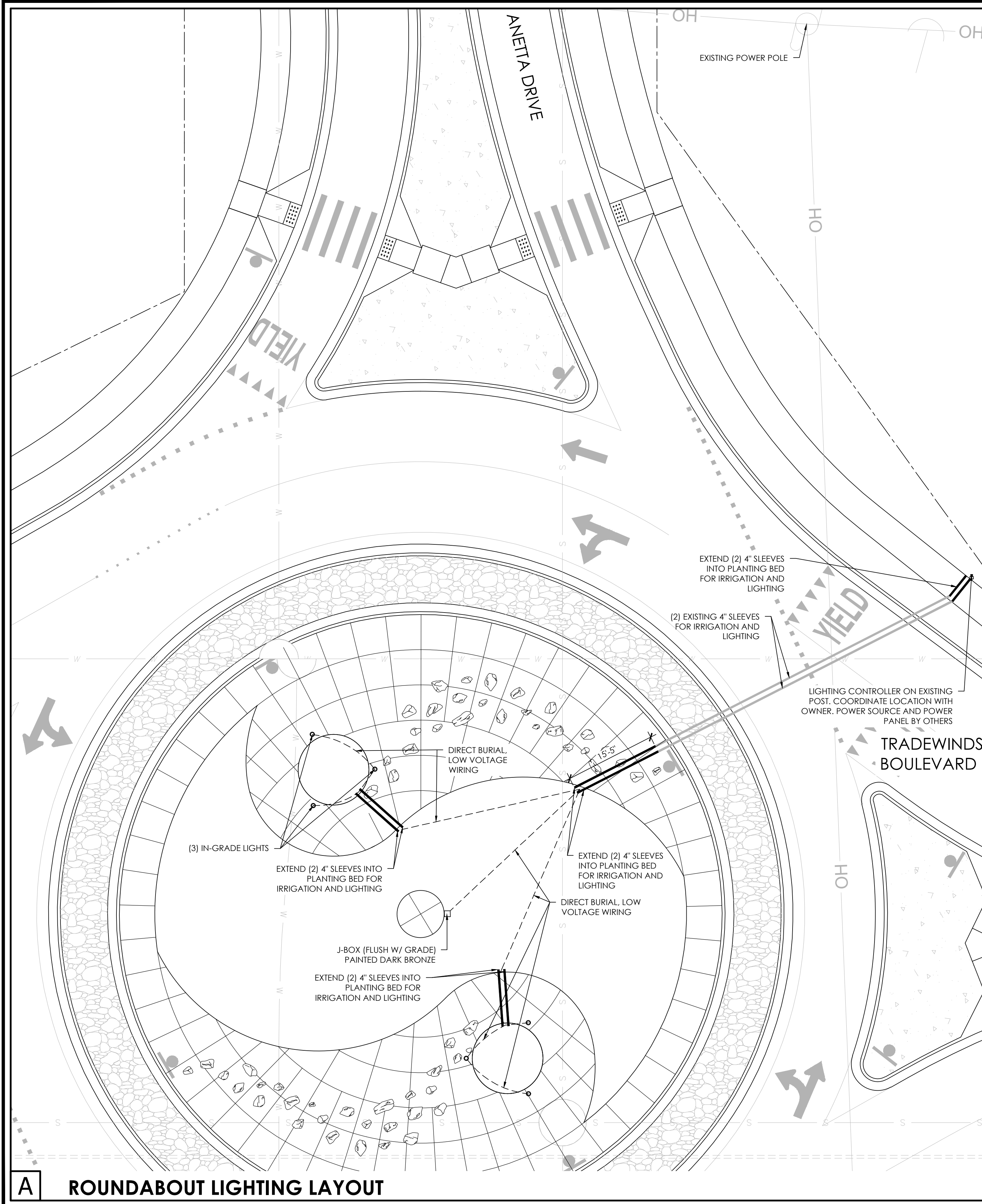
MIDLAND, TEXAS



JOB NO.	6166
DESIGNED BY:	MEA
DRAWN BY:	MEA
CHECKED BY:	TEH
DATE:	JUNE 16, 2020

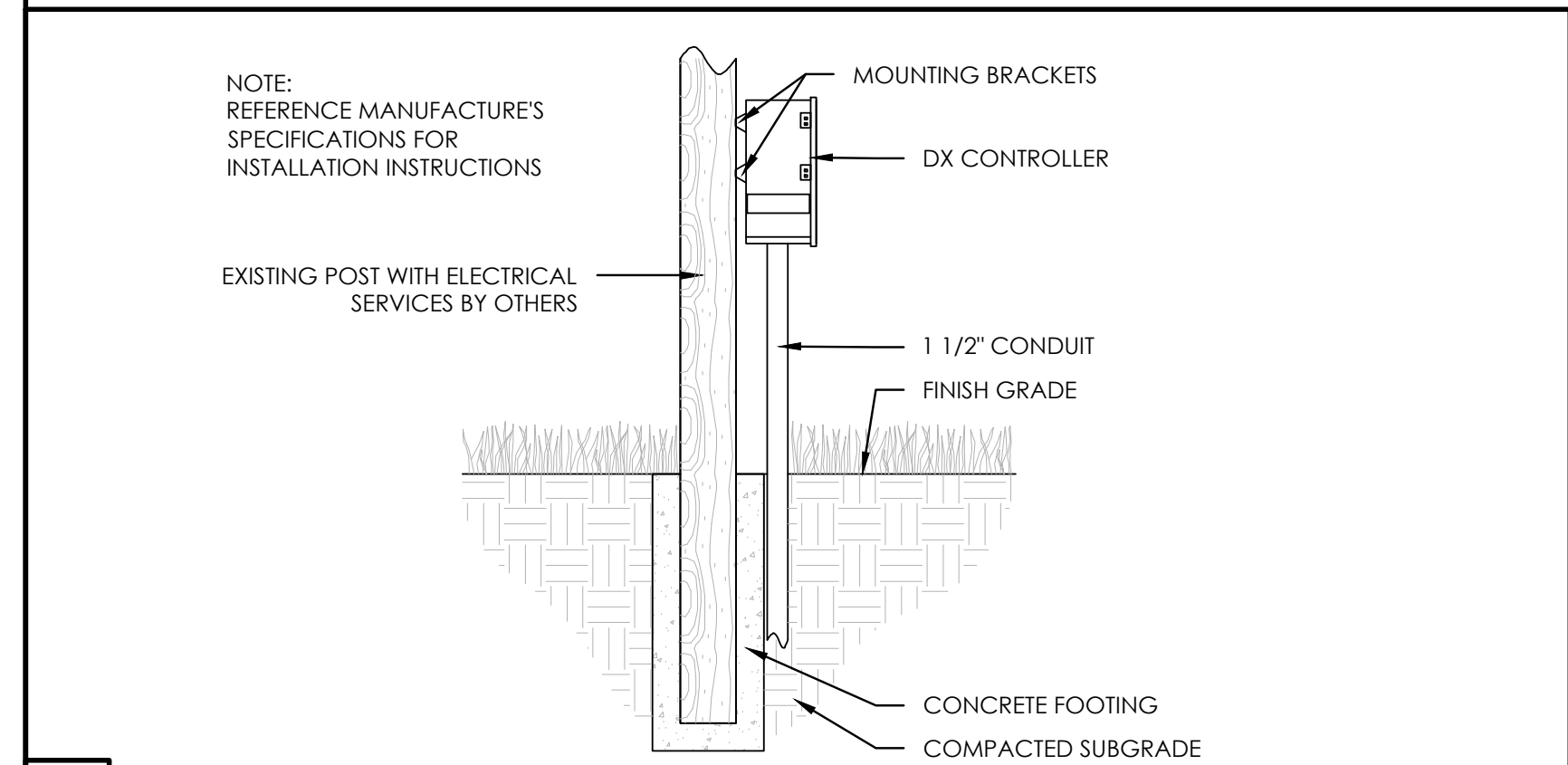
SHEET:
L1.00

NOT SCALE
UNLESS NOTED
PRINTED AT: 25.00 PER
FOOTED WITH: 1/4" = 1'-0"

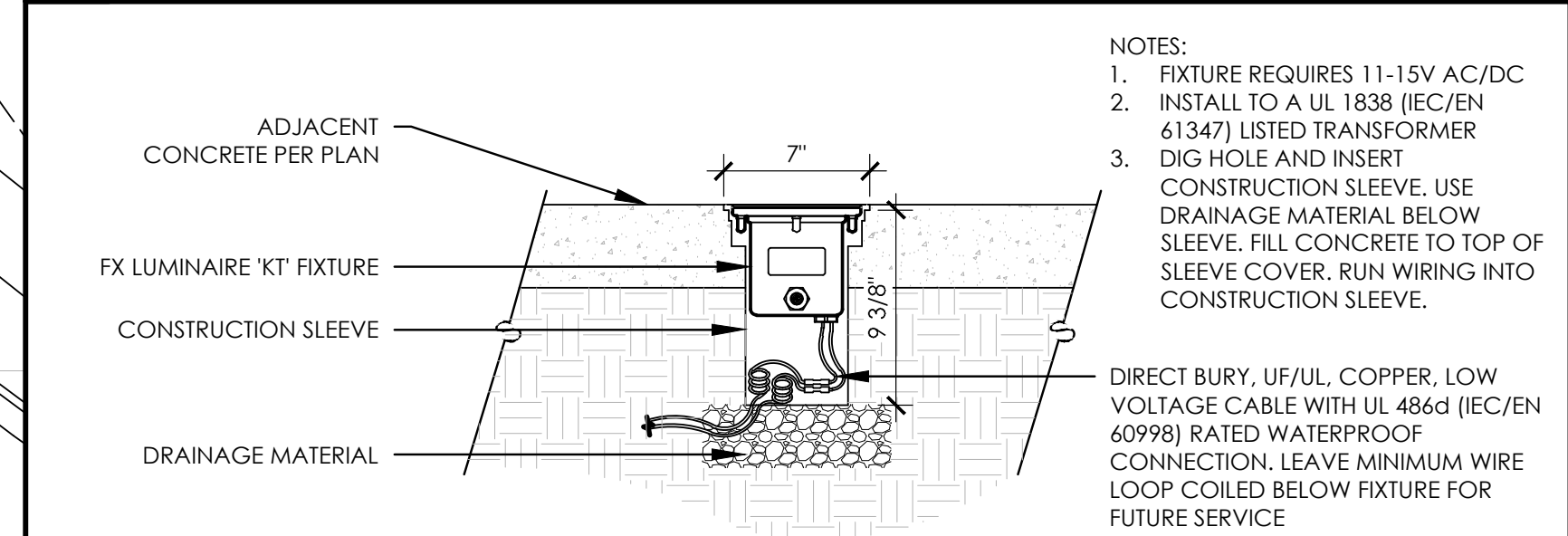


LIGHTING SCHEDULE					
TYPE	QTY.	MANUFACTURER	SPECIFICATION	DESCRIPTION	INSTALLATION
IN-GRADE LIGHTS	6	FX LUMINAIRE	KT-3LED-SS	LED In-grade Uplight, 4.2W Low voltage fixture with stainless steel fixture.	Install at flush with grade
J-BOX	1				Flush with grade
CONTROL	1	FX LUMINAIRE	DX	DX-300-SS	Attach to wooden post per manufacturer's specifications & B/L1.02

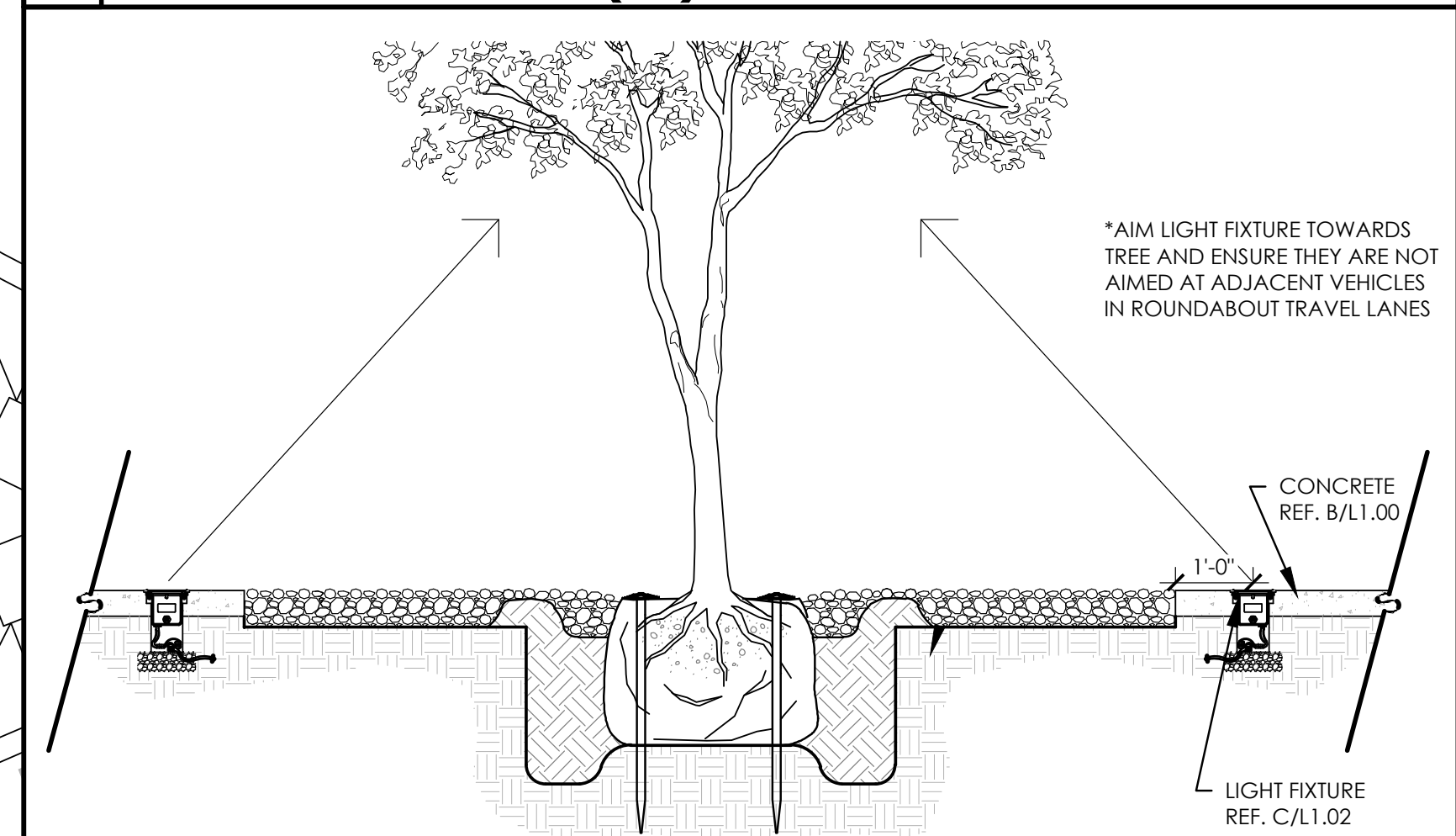
LEGEND	
PROPERTY LINE	---
FENCE LINE	-x-x-x-
OVERHEAD ELECTRIC	OH
SEWER LINE	S
WATER LINE	W
EXISTING CONCRETE CURB	=====
EXPANSION JOINT	-FJ-
CONTROL JOINT	=====



B DX CONTROLLER INSTALLATION SCALE: 1"=1'-0"



C IN-GRADE LIGHT (KT) FIXTURE SCALE: 1 1/2"=1'-0"



D IN-GRADE LIGHT (KT) FIXTURE SCALE: 1/2"=1'-0"



REVISIONS

NO.	DATE	DESCRIPTION

ROUNDABOUT LIGHTING LAYOUT PLAN

TRADEWINDS ROUNDABOUT AND MEDIAN ENHANCEMENTS

MIDLAND, TEXAS

JOB NO.

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE:

SHEET:

6166

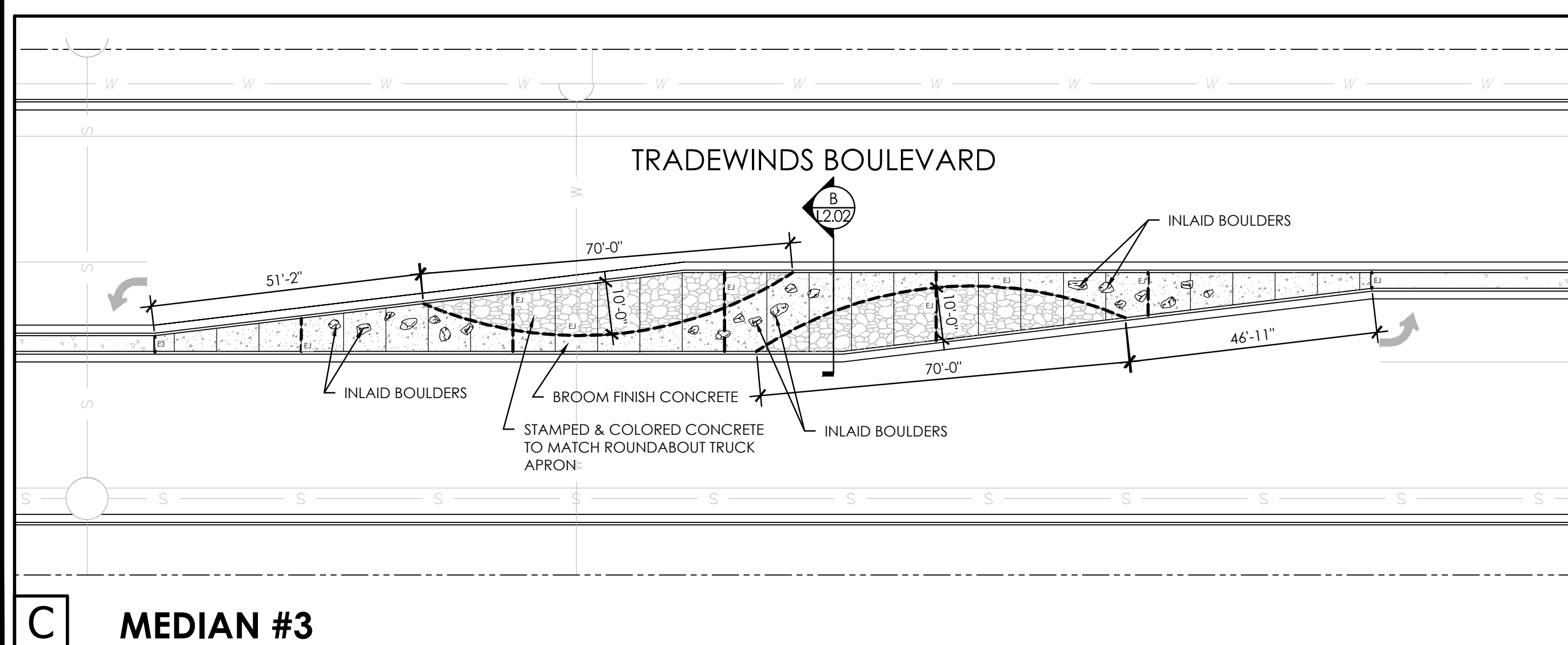
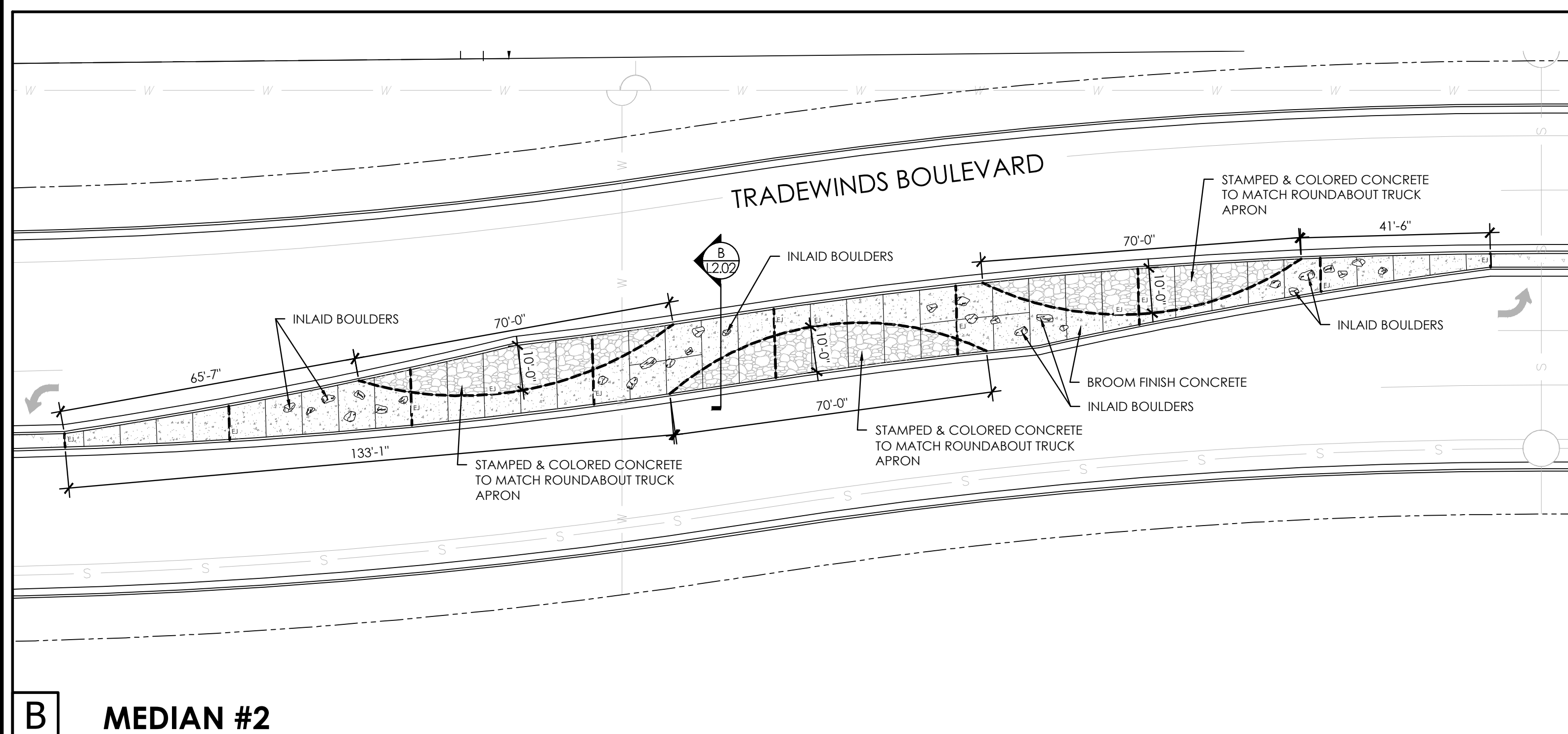
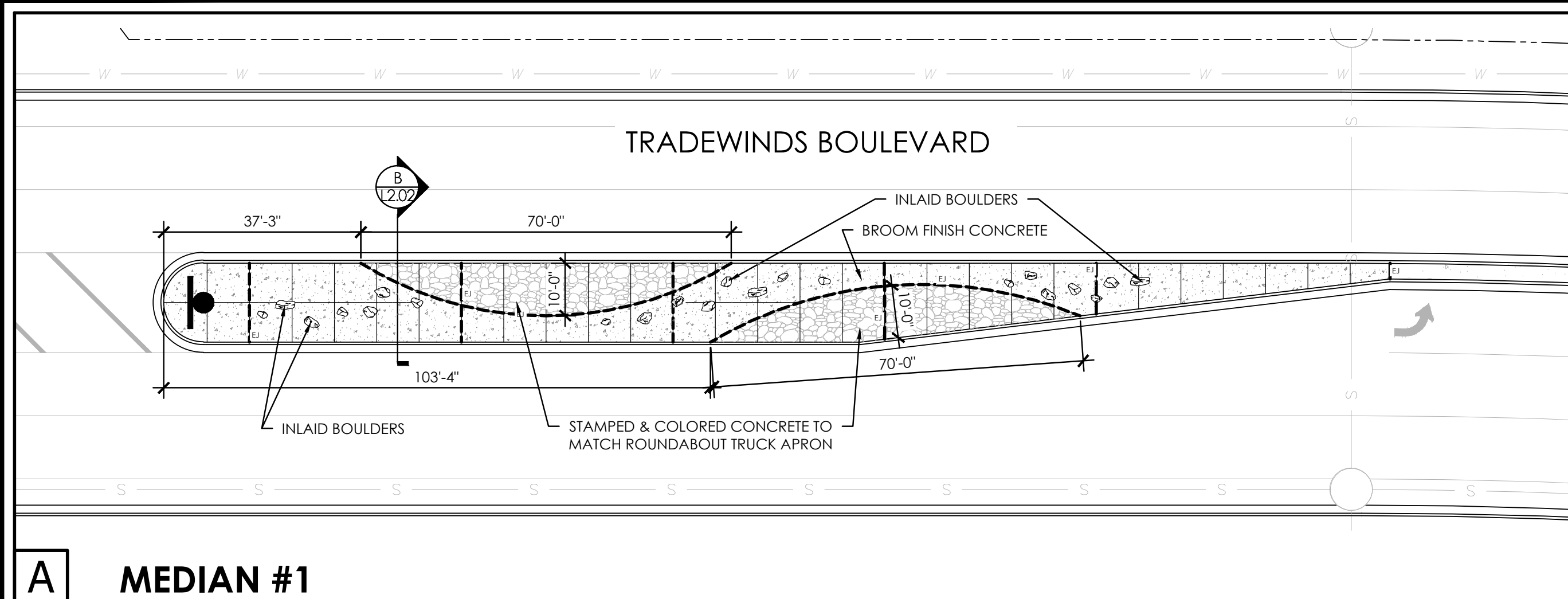
MEA

MEA

TEH

JUNE 16, 2020

L1.02



LEGEND

PROPERTY LINE

FENCE LINE

OVERHEAD ELECTRIC

SEWER LINE

WATER LINE

EXISTING CONCRETE CURB

EXPANSION JOINT

CONTROL JOINT

NOTE:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT IN PLACE ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY.

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MEDIAN LAYOUT PLAN

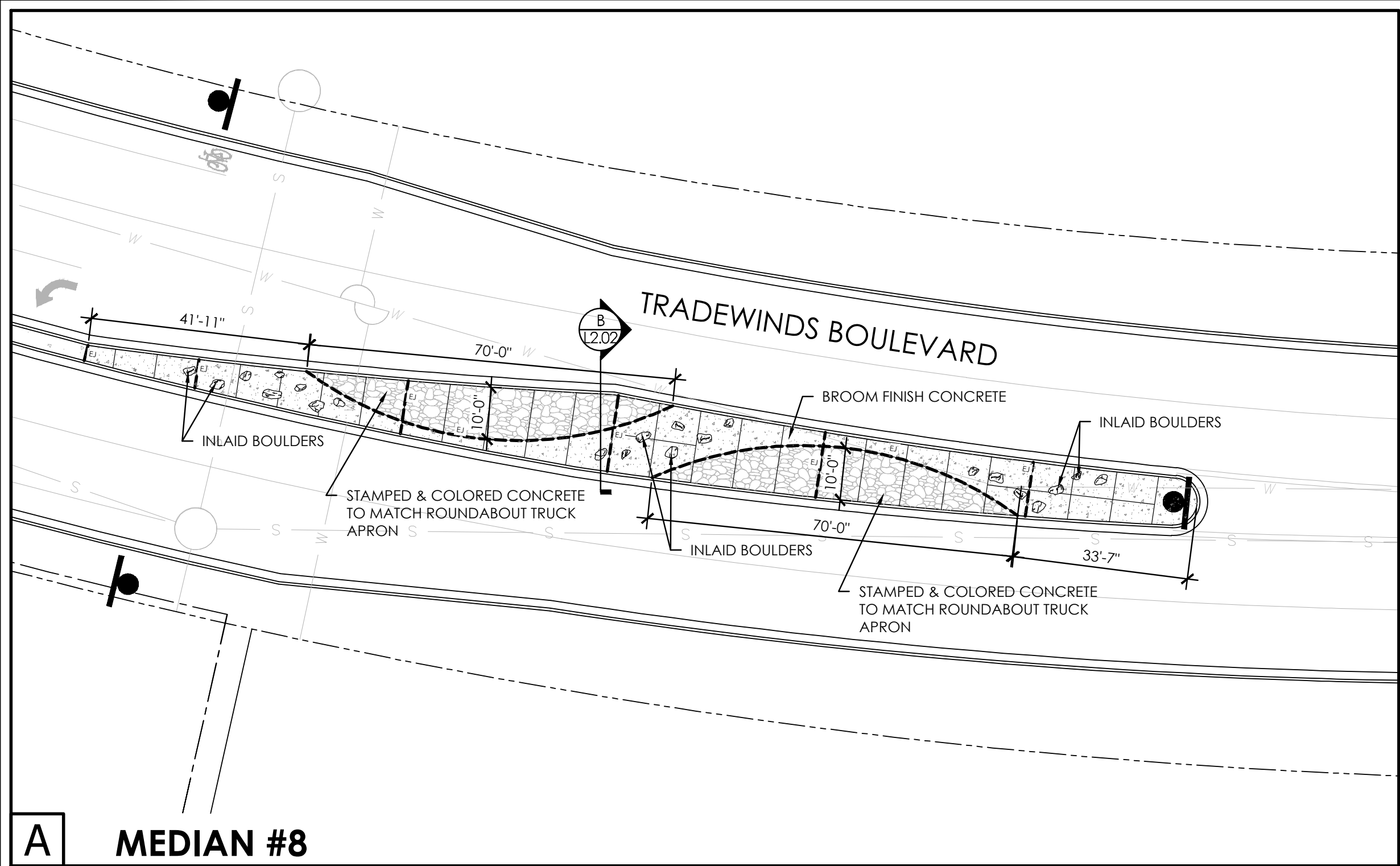
TRADEWINDS ROUNDABOUT
AND MEDIAN ENHANCEMENTS

MIDLAND, TEXAS



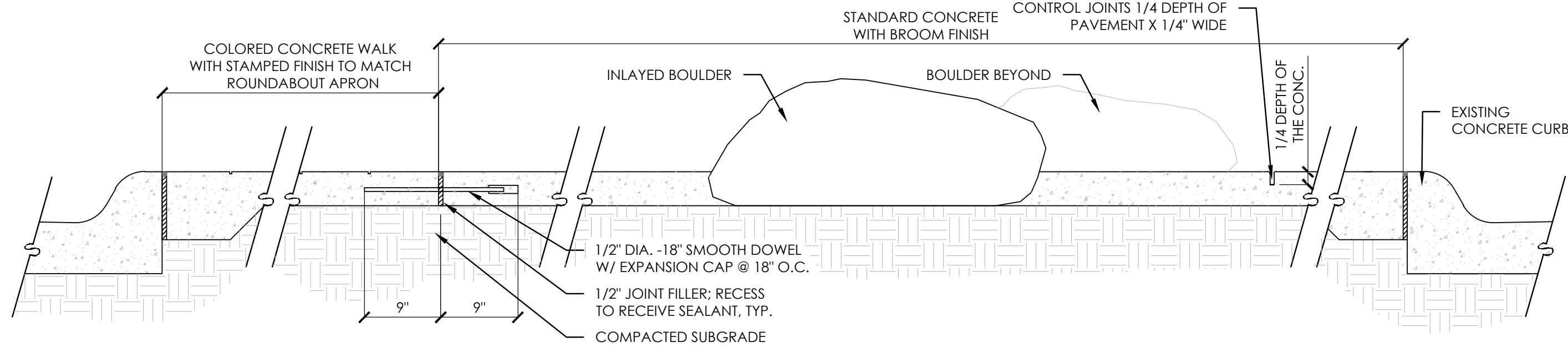
JOB NO.	6166
DESIGNED BY:	MEA
DRAWN BY:	MEA
CHECKED BY:	TEH
DATE:	JUNE 16, 2020

SHEET: L2.00



A MEDIAN #8

- NOTES:
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" AND HAVE A MINIMUM 28 DAY COMPRESSION STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
 2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
 3. SIDEWALKS TO HAVE TYPE A SAWCUT JOINTS OR TOOLED JOINTS EVERY 5'. REFERENCE THE MEDIAN LAYOUT PLANS FOR JOINT LOCATIONS.
 4. EXPANSION JOINTS TO BE LOCATED WHEREVER NEW SIDEWALK IS PLACED ADJACENT TO EXISTING CONCRETE AND AS SHOWN ON THE MEDIAN LAYOUT PLANS, NOT TO EXCEED 50'.
 5. ATTACHED SIDEWALK WILL BE LOCATED ADJACENT TO THE BACK OF CURB.
 6. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
 7. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL HAVE A COURSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE CITY ENGINEER AND DESCRIBED IN THESE CONSTRUCTION DOCUMENTS.
 8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
 9. CONTRACTOR SHALL CONSTRUCT 5x5' MOCK-UP OF CONCRETE WITH STONE INLAY AND COLORED/STAMPED CONCRETE FOR LANDSCAPE ARCHITECT REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
 10. FINAL BOULDER PLACEMENT SHALL BE MARKED IN FIELD FOR LANDSCAPE AND OWNER'S REVIEW AND APPROVAL PRIOR TO CONCRETE INSTALLATION.



B DECORATIVE CONCRETE MEDIAN WITH JOINTS

SCALE: 1"=1'-0"

LEGEND

PROPERTY LINE	---
FENCE LINE	-X-X-X-
OVERHEAD ELECTRIC	OH
SEWER LINE	S
WATER LINE	W
EXISTING CONCRETE CURB	=====
EXPANSION JOINT	-FJ-
CONTROL JOINT	---

NOTE:

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT IN PLACE ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY.

MEDIAN LAYOUT PLAN

TRADEWINDS ROUNDABOUT AND MEDIAN ENHANCEMENTS

MIDLAND, TEXAS



4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.499.4899
TX REG. F-1114

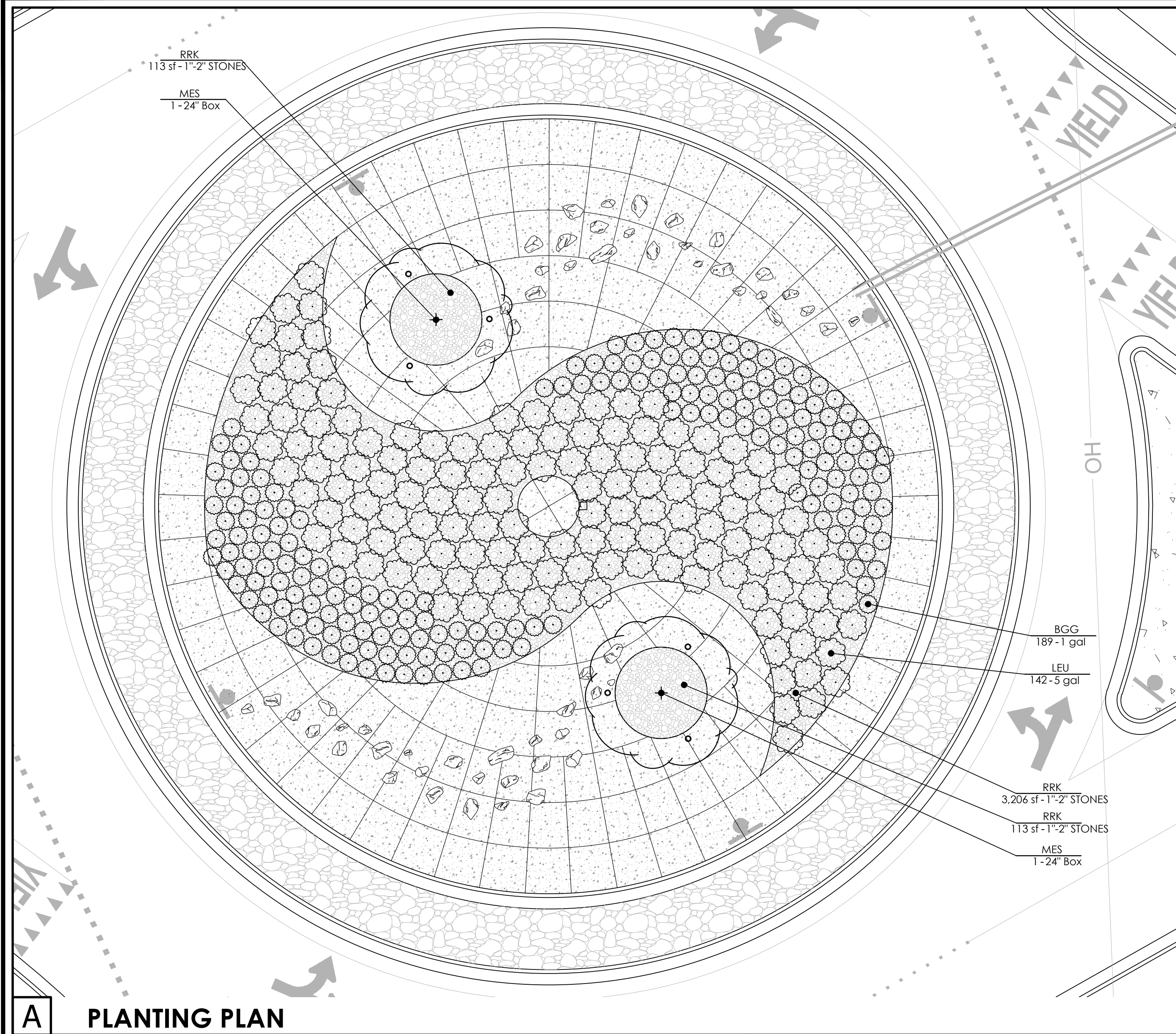


JOB NO.	6166
DESIGNED BY:	MEA
DRAWN BY:	MEA
CHECKED BY:	TEH
DATE:	JUNE 16, 2020

SHEET: L2.02

FILE NAME: L3.dwg
PLOT DATE: 06/16/2020
PLOT BY: MEA
PLOT FOR: L3.dwg

FILE NAME: L3.dwg
PLOT DATE: 06/16/2020
PLOT BY: MEA
PLOT FOR: L3.dwg



A PLANTING PLAN

PLANT SCHEDULE

TREES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CAL.	CONT.	HEIGHT	SPREAD
	MES	2	TEXAS HONEY MESQUITE	PROSOPIS GLANDULOSA V. GLANDULOSA	24" BOX *		7'- 8'	4'- 5'
SHRUBS	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING
	LEU	142	COMPACT TEXAS SAGE	LEUCOPHYLLUM FRUTESCEN 'COMPACTA'	5 GAL	15"-18"	15"-18"	48" O.C.
GRASSES	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING
	BGG	189	BLUE GRAMA GRASS 'BLONDE AMBITION'	BOUTELOUA GRACILIS 'BLONDE AMBITION'	1 GAL	8"-10"	FULL	30" O.C.
ROCK/GRAVEL	CODE	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	SPREAD	SPACING
	RRK	3,432 SF	RIVER ROCK	MANZANO RED RIVER ROCK	1"-2" STONES	NA	NA	NA

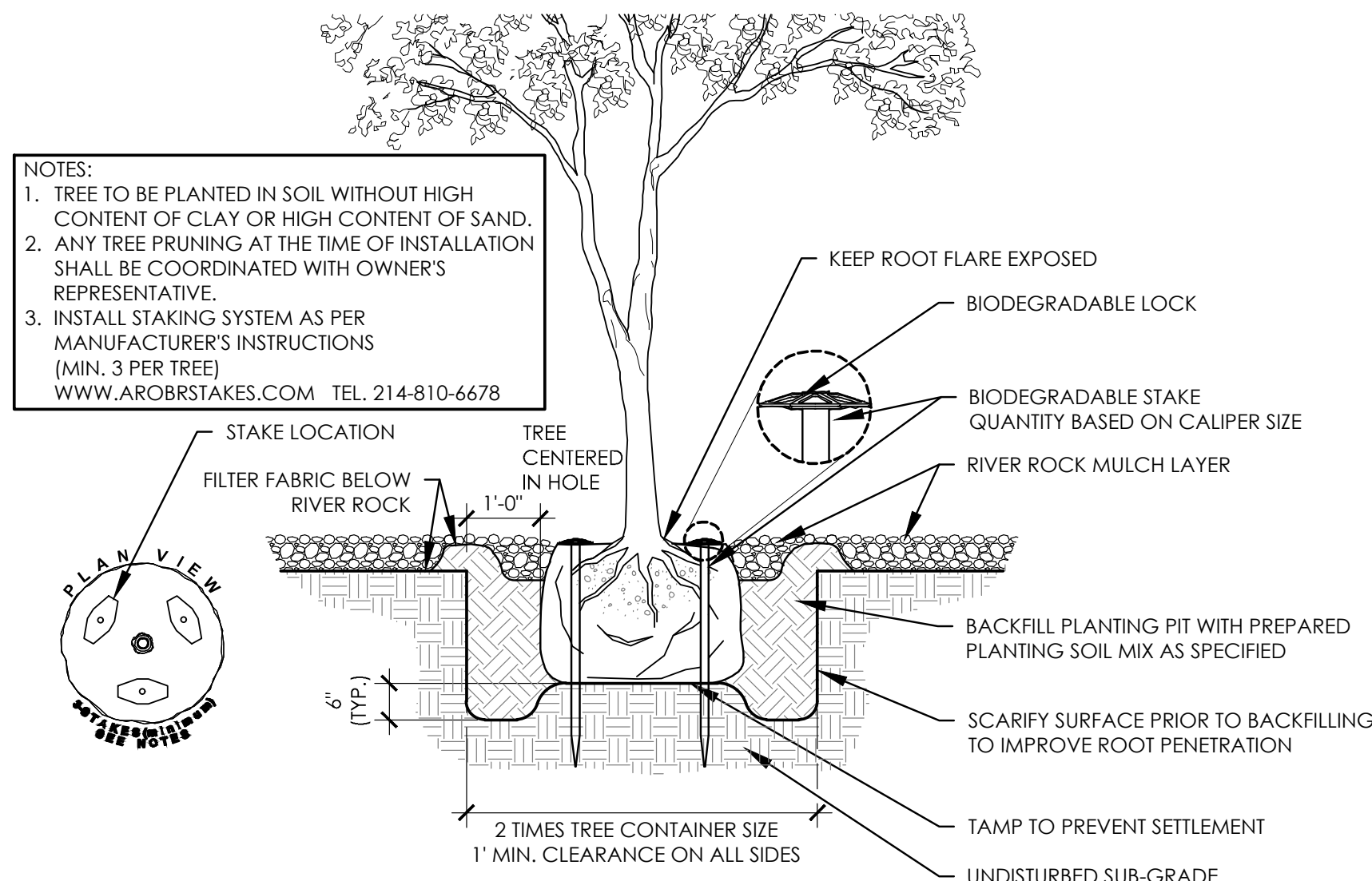
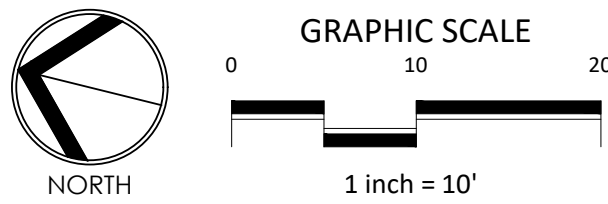
STONE & BOULDER SUPPLIER:

CORONA STONE
4000 NCR 1150
MIDLAND, TX 79705
432-661-1792
coronastone@yahoo.com

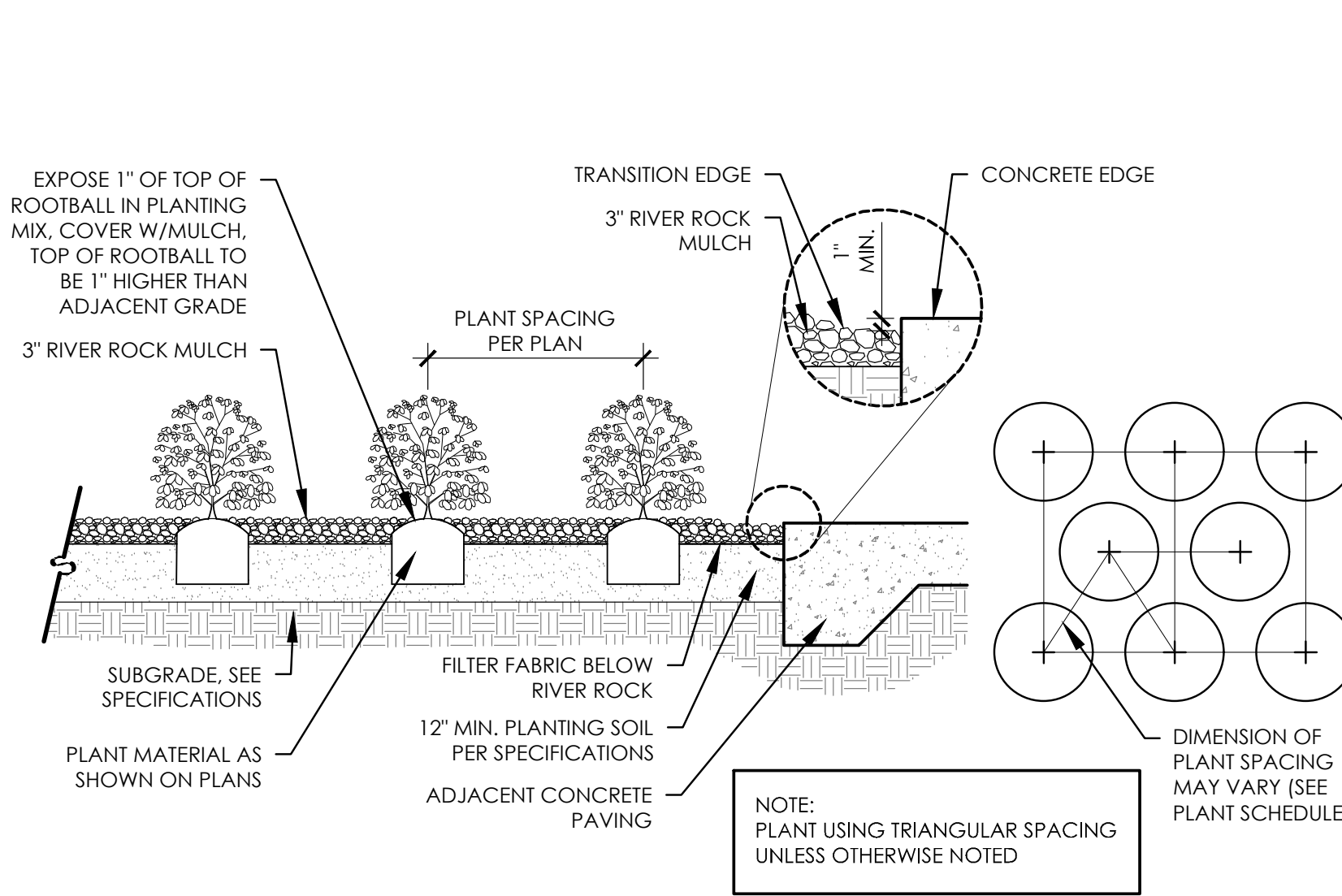
* NURSERY GROWN TREES ONLY

NOTE:

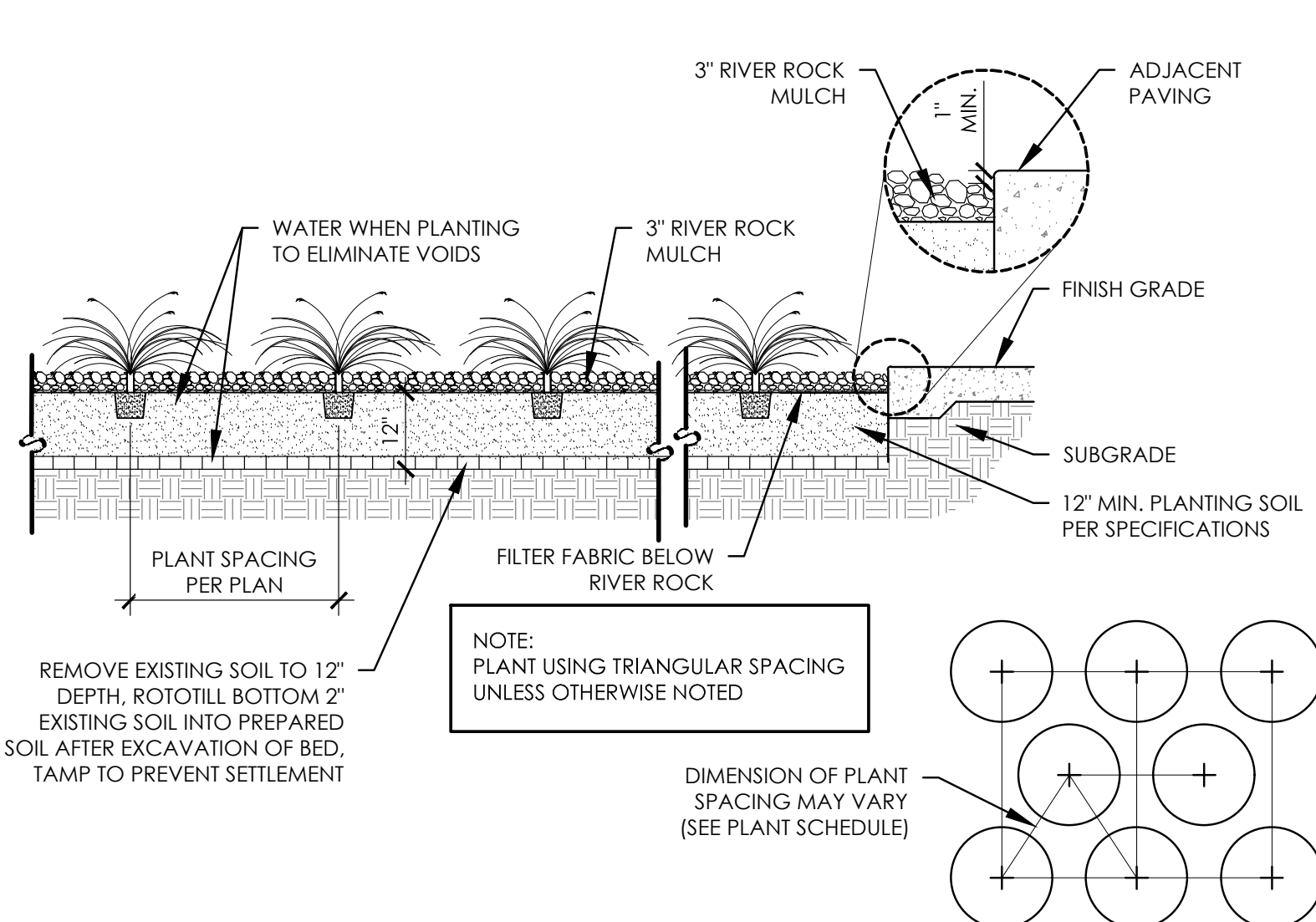
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT IN PLACE ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE CITY.



B TREE PLANTING WITH ARBOR STAKES SCALE: 1/2" = 1'-0"



C SHRUBS PLANTED W/ DECOMPOSED GRANITE MULCH SCALE: NTS



D GRASS PLANTED W/ DECOMPOSED GRANITE MULCH SCALE: 1/2"=1'-0"

REVISIONS		DESCRIPTION	
NO.	DATE	#	#
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PLANTING PLAN

TRADEWAYS ROUNDABOUT
AND MEDIAN ENHANCEMENTS
MIDLAND, TEXAS

DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.679.4889
TX REG. F-1114



JOB NO.	6166
DESIGNED BY:	MEA
DRAWN BY:	MEA
CHECKED BY:	TEH
DATE:	JUNE 16, 2020
SHEET:	L3.00

FILENAME: L3.dwg
PLOTTER: HP DesignJet 5000
PLOT DATE: 06/16/2020
PLOT TIME: 10:00:00 AM
PLOT BY: J. L. Smith

FILENAME: L3.dwg
PLOTTER: HP DesignJet 5000
PLOT DATE: 06/16/2020
PLOT TIME: 10:00:00 AM
PLOT BY: J. L. Smith

PLANTING NOTES

- Isolated plant material to receive drip tubing in a ring pattern around the root ball. Where possible, eliminate drip tubing from large areas void of plant material.
- Soil mix for all planting areas shall be manufactured soil, consisting of manufacturer's basic topsoil, blended in a manufacturing facility with sand, stabilized organic soil amendments, and other materials to produce viable planting soil. Manufactured soil should achieve pH of 5 to 7.5 and minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good fill and aeration.
- Amend manufacturer's basic soil with Sulfur (1-1/2 pounds per cubic yard), and commercial fertilizer (1/2 pound per cubic yard).
- In tree and shrub plantings, apply amended soil to minimum depth of 12 inches.
A) All topsoil shall be free of stones, roots, clods, concrete, base, caliche, construction debris, and any other foreign material not beneficial for plant growth
- All trees and shrub areas to be mulched per planting details and plant schedule. Maintain a 1ft clear area from the base of the tree free of mulch to allow oxygen exchange.
- Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
A) Failures include, but are not limited to, the following:
A)A) Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglected by Owner.
A)B) Structural failures including plantings falling or blowing over.
B) Warranty Periods: From date of Substantial Completion.
B)A) Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
- Landscape contractor shall notify the landscape architect of any questions regarding application of proposed plant material prior to installation - especially questions that may affect or alter the warranty of said material.
- Remove all stones and debris larger than 1 inch in any dimension on the surface in areas where turf is applied.
- All quantities shown on plans to be verified by landscape contractor. Landscape contractor shall be responsible for installing all labeled plant material on plans.
- All final shaping and raking of the topsoil/finish grades shall be reviewed by owner or landscape architect prior to application of plant material. Berms, if required shall be installed in 12 inch layers/lifts and compacted. Excessive slopes on berms which may cause maintenance problems shall be reviewed by the landscape architect.
- Verify existence of underground utilities prior to excavation for site work and planting.
- Contractor shall take all necessary steps to protect existing utilities at all times.
- Install irrigation system prior to application of topsoil or planting soil mix.
- Any existing site improvement or utility removed, damaged, or undercut by the contractor's operations shall be repaired or replaced as directed by the contracting officer's representative and approved by the respective utility at the contractor's expense.
- Contractor shall be responsible for restoring to its original or better condition any damages done to existing fences, concrete islands, street paving, curbs, shrubs, trees, driveways, etc., schedule to remain (no separate pay item).
- Trees which are damaged or lost due to the contractor's negligence during construction shall be mitigated and replaced at contractor's expense.
- Trees must be maintained in good health throughout the construction process. Maintenance may include, but is not limited to: watering the root protection zone, washing foliage, fertilization, pruning, additional mulch applications, and other maintenance as needed on the project.

PLANTING NOTES

TRADEWINDS ROUNDBABOUT
AND MEDIAN ENHANCEMENTS
MIDLAND, TEXAS

DUNAWAY
4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.692.4889
TX REG. F-1114



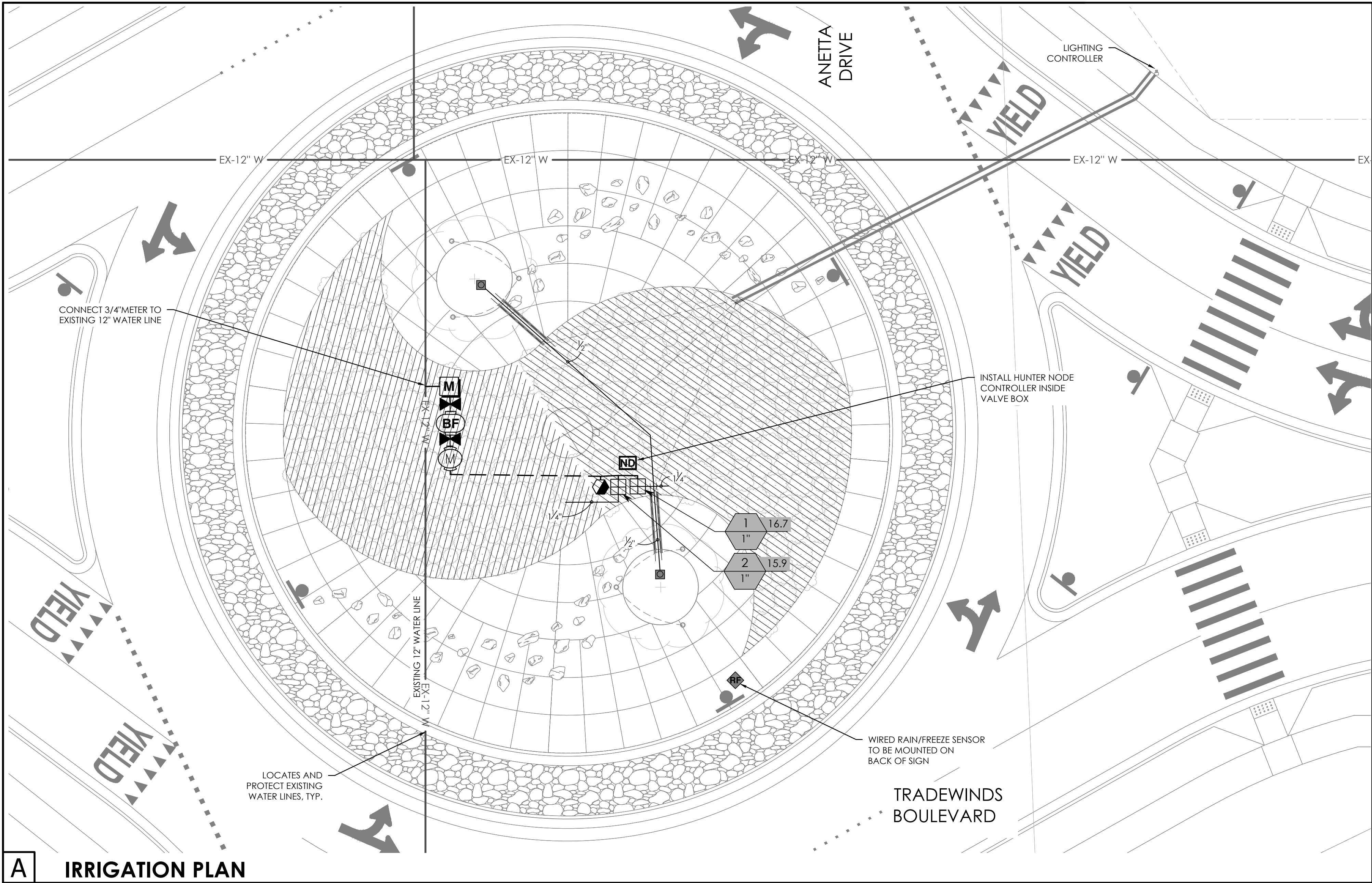
JOB NO.	6166
DESIGNED BY:	MEA
DRAWN BY:	MEA
CHECKED BY:	TEH
DATE:	JUNE 16, 2020

SHEET: L3.01

REVISIONS	
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FULL PATH: C:\Production\2020\06\16\44\001\TRA\Drawings\Plan Sheet\CA_Production\000\000\00\00\16\0001\TRA\Drawings\Plan Sheet\A1-Irrigation Plan

FILENAME: A1-Irrigation Plan.dwg
PLOTTER: HP DesignJet 1000
PLOTTER DATE: Tuesday, June 16, 2020
PLOTTER TIME: 10:00:00 AM
PLOTTER USER: JMM

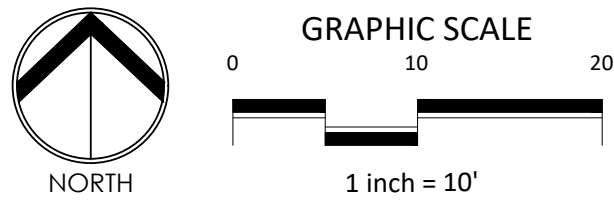


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	DRIP VALVE: RAIN BIRD XACZ-100-PRF MEDIUM FLOW DRIP CONTROL KIT, 1" ANTI-SIPHON VALVE FILTER, 1" RBY FILTER, AND 40PSI PRESSURE REGULATOR, FOR ABOVE GRADE INSTALLATION. 3GPM TO 15GPM.
	BUBBLER: RAIN BIRD PCT SINGLE OUTLET EMITTER. PRESSURE COMPENSATING THREADED LOW-FLOW BUBBLERS. INSTALL ON PERMANENT RISER, FLUSH WITH GRADE. OFFERED IN 5 GPH, 7 GPH, AND 10 GPH MODELS. WITH 1/2" FPT THREADED INLET. LIGHT BROWN = 5 GPH, VIOLET = 7 GPH, AND GREEN = 10 GPH.
	AREA TO RECEIVE DRIPLINE DRIP: RAIN BIRD XFS-06-12 XFS SUB-SURFACE PRESSURE COMPENSATING DRIPLINE W/COPPER SHIELD TECHNOLOGY. 0.6 GPH EMITTERS AT 12" O.C. LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. UV RESISTANT. SPECIFY XF INSERT FITTINGS.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	QUICK COUPLER: RAIN BIRD 44LRC 1" QUICK COUPLER VALVE, TWO PIECE BODY, LOCKING COVER
	SHUT OFF VALVE PVC SCHEDULE 40 BALL VALVE
	MASTER VALVE: RAIN BIRD PEB-PRS-D 1" 1", 1-1/2", 2" PLASTIC INDUSTRIAL VALVES. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION. WITH PRESSURE REGULATOR MODULE.
	BACKFLOW: FEBCO 850, 3/4" DOUBLE CHECK BACKFLOW PREVENTION
	CONTROLLER: RAIN BIRD ESPBLXME-LXMM-LXMPED 8 STATION CAPABLE COMMERCIAL CONTROLLER. MOUNTED ON A POWDER-COATED METAL PEDESTAL. WITHOUT FLOW SENSING.
	RAIN/FREEZE SENSOR: RAIN BIRD WR2-RFS WIRELESS RAIN/FREEZE SENSOR. MOUNT ON POLE CLEAR OF TREE CANOPY.
	WATER METER 3/4" ASSUMED WATER PRESSURE OF 50 PSI.

	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21
	IRRIGATION MAINLINE: PVC SCHEDULE 40 MAINLINE SIZE 1 1/4"
	PIPE SLEEVE: PVC SCHEDULE 40
	Valve Callout Valve Number Valve Flow Valve Size



REVISIONS		DESCRIPTION				
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		#	#	#	#	#

TRADEWINDS ROUNDABOUT
AND MEDIAN ENHANCEMENTS
MIDLAND, TEXAS

4000 N. Big Spring Street • Suite 101 • Midland, Texas 79705
Tel: 432.695.4889
Fax: 432.695.4889

JOB NO.	6166
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	MES
DATE:	JUNE 16, 2020
SHEET:	L4.00

IRRIGATION NOTES:

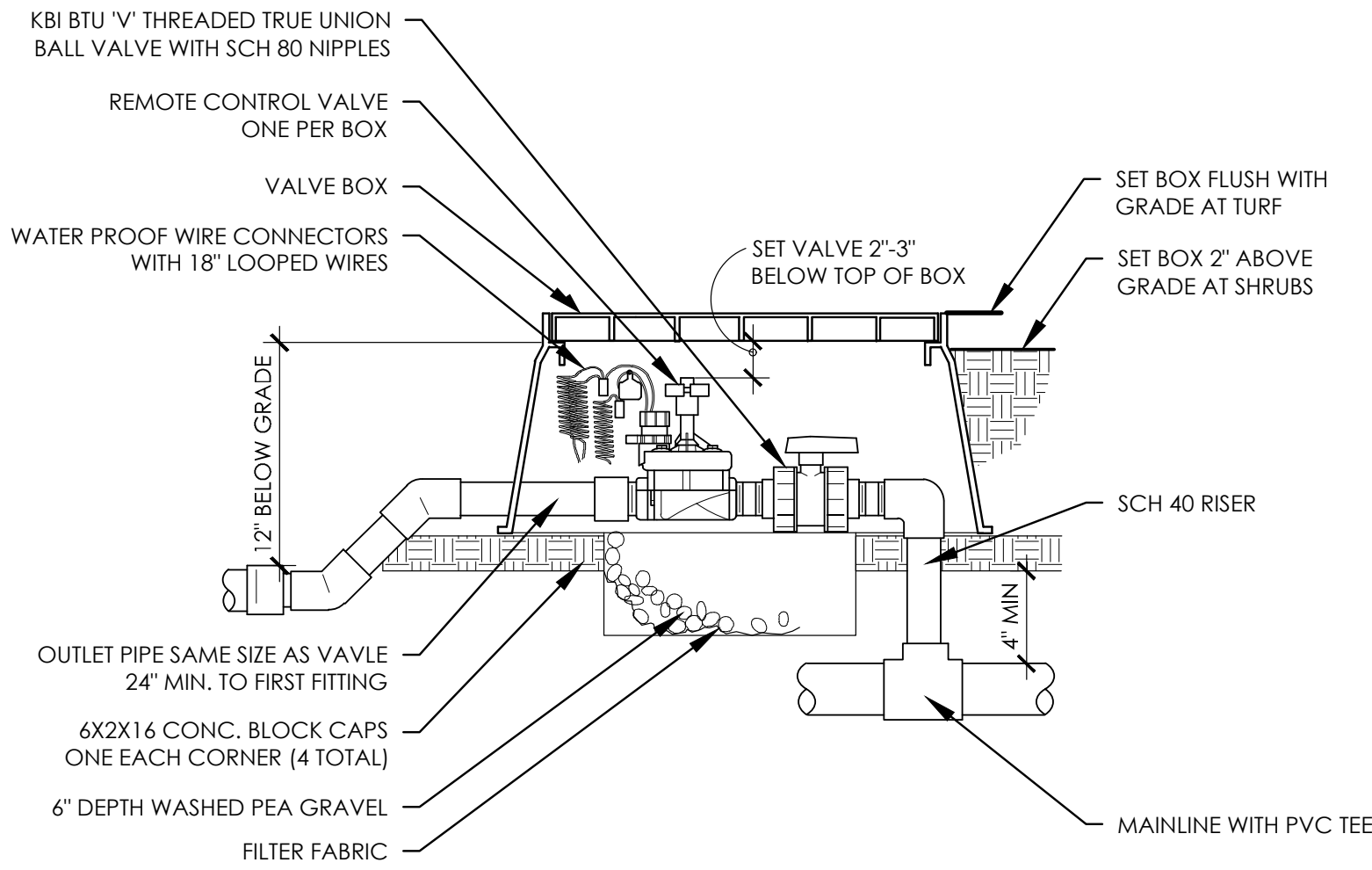
1. IRRIGATION PLAN IS SCHEMATIC. ALL PIPING HEADS, VALVES, ETC. SHALL BE LOCATED AS SHOWN ON THE DETAILS. REPORT ANY DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE OWNER. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED.
2. VERIFY THAT THE WORK OF OTHER CONTRACTORS/TRADES IS SUFFICIENTLY COMPLETE TO ALLOW COMMENCEMENT OF IRRIGATION INSTALLATION PRIOR TO BEGINNING OF WORK. CONTRACTORS SHALL COORDINATE INSTALLATION OF ALL IRRIGATION SLEEVES UNDER PAVEMENT WITH OTHER CONTRACTORS.
3. COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS/TRADES AND PROTECT THE WORK OF OTHER CONTRACTOR/TRADES. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM HIS ACTIONS.
4. THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE PARTS LIST AND MANUFACTURER'S CATALOG SHOWING PERFORMANCE, QUALITY AND FUNCTION OF EACH ITEM OF EQUIPMENT IN THE SYSTEM. IN ADDITION, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF THE SYSTEM.
5. PRIOR TO THE ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER, A PERSON QUALIFIED TO REPRESENT THE IRRIGATION CONTRACTOR SHALL BE PRESENT AT THE FINAL INSPECTION TO DEMONSTRATE THE SYSTEM AND PROVE ITS PERFORMANCE PRIOR TO THE INSPECTION. ALL WORK SHALL HAVE BEEN COMPLETED, TESTED, ADJUSTED, AND PLACED IN OPERATION.
6. WORK MUST BE GUARANTEED FOR TWO YEARS.
7. IRRIGATION SYSTEM INSTALLATION TO BE PERFORMED IN ACCORDANCE WITH ALL PERTINENT CODES AND ORDINANCES.
8. NO PVC PIPING SHALL BE LOCATED UNDER TREE ROOTBALLS.
9. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION. IF ANY UNDERGROUND OR ABOVE GROUND CONSTRUCTION IS LOCATED AS TO SIGNIFICANTLY HINDER INSTALLATION OR FUNCTION OF THE IRRIGATION SYSTEM, THE OWNER SHALL BE NOTIFIED IMMEDIATELY.
10. MAIN LINE PIPING AND LATERAL PIPING MAY BE PLACED IN SAME TRENCH WHEN POSSIBLE. MAIN LINE PIPING SHALL BE INSTALLED IN BOTTOM OF TRENCH WITH LATERALS ON TOP.
11. SLEEVES SHALL BE INSTALLED WHEREVER PIPES RUN UNDER PAVEMENT. SLEEVES SHALL BE SCH 40 AND A MINIMUM OF TWO PIPE SIZES LARGER THAN THE PIPE.
12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ELECTRICAL POWER TO ALL CONTROLLERS.
13. PRIOR TO BEGINNING OF WORK, CONTRACTOR SHALL VERIFY MINIMUM STATIC PRESSURE AT THE POINT OF CONNECTION OF <<50>> PSI. IF THE STATIC PRESSURE IS LESS THAN <<50>> PSI AT THE POINT OF CONNECTION, STOP WORK, NOTIFY ENGINEER AND DO NOT PROCEED UNTIL INSTRUCTED BY ENGINEER.
14. ATTACH A PREPRINTED, HEAVY DUTY PLASTIC SERIALIZED TAG TO EACH CONTROL VALVE WITH ITS ASSOCIATED CONTROLLER STATION NUMBER. TAGS SHOULD BE AS SUPPLIED BY RAINBIRD OR APPROVED EQUAL.
15. THE PIPE SHOWN IN PAVED AREAS WITHOUT SLEEVES IS SHOWN IN THESE AREAS FOR PURPOSE OF DRAWING CLARITY. PIPE TO BE IN NEAREST UNPAVED LOCATION.
16. THE IRRIGATION CONTROLLER(S) SHALL BE EQUIPPED WITH RAIN/FREEZE SENSOR(S). MOUNT THE TRANSMITTER(S) IN AN OPEN AREA AS DIRECTED BY THE OWNER.
17. ALL BACKFLOW INSTALLATIONS AND CONNECTIONS TO CITY WATER LINES MUST BE PERMITTED SEPARATELY BY THE CITY INSPECTION STAFF.
18. THE IRRIGATION SYSTEM SHALL BE MAINTAINED IN ITS PROPER WORKING ORDER DURING THE 2 YEAR MAINTENANCE PERIOD.
19. ALL WIRING SHALL BE RATED FOR DIRECT BURIAL.

INSPECTION NOTES:

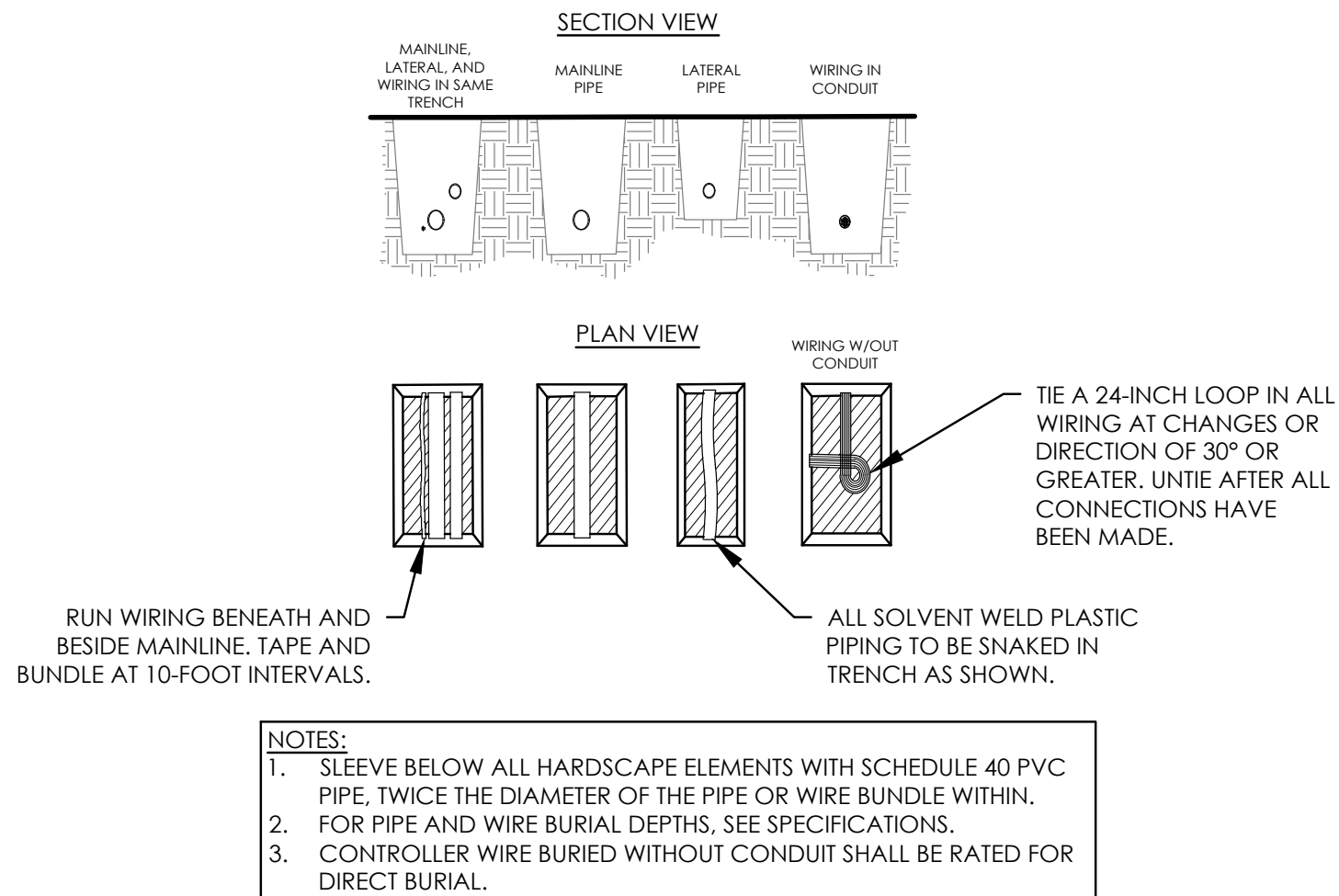
1. HEADS SHALL NOT SPRAY ON IMPERVIOUS SURFACES.
2. HEADS SHALL NOT SPRAY ON WALLS OR FENCES.
3. HEADS SHALL NOT BE CLOSER THAN 4 INCHES OF THE EDGE OF HARDSCAPE.
4. NO DRINKING DOMESTIC USES ALLOWED ON IRRIGATION LINES, NO SWIMMING POOL USE OR FOUNTAINS.
5. CONTRACTOR SHALL COMPLY WITH ALL INSPECTION REQUIREMENTS OF THE MUNICIPALITY.
6. FOR FINAL INSPECTION, IRRIGATOR'S REPRESENTATIVE MUST BE PRESENT.

DRIP NOTES:

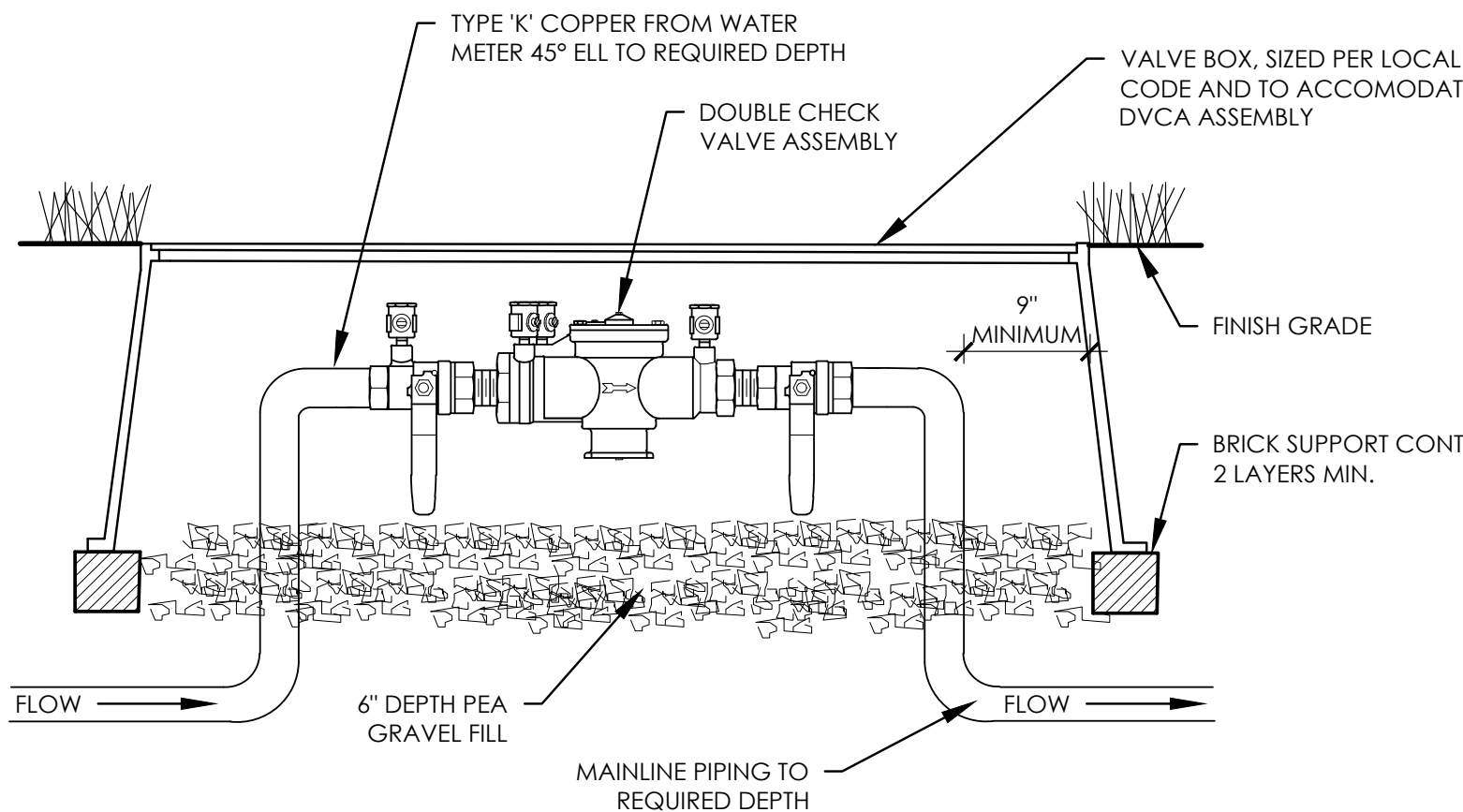
1. AIR RELIEF VALVE TO BE PLACED AT HIGH POINT IN BED.
2. FLUSH VALVE TO BE PLACED AT LOW POINT IN BED ON EXHAUST LINE.
3. THESE LAYOUTS ARE TYPICAL AND ARE SUBJECT TO CHANGE DUE TO SITE CONDITIONS SUCH AS GRADING.
4. IRRIGATION LATERAL LINES FEED SUPPLY HEADERS.



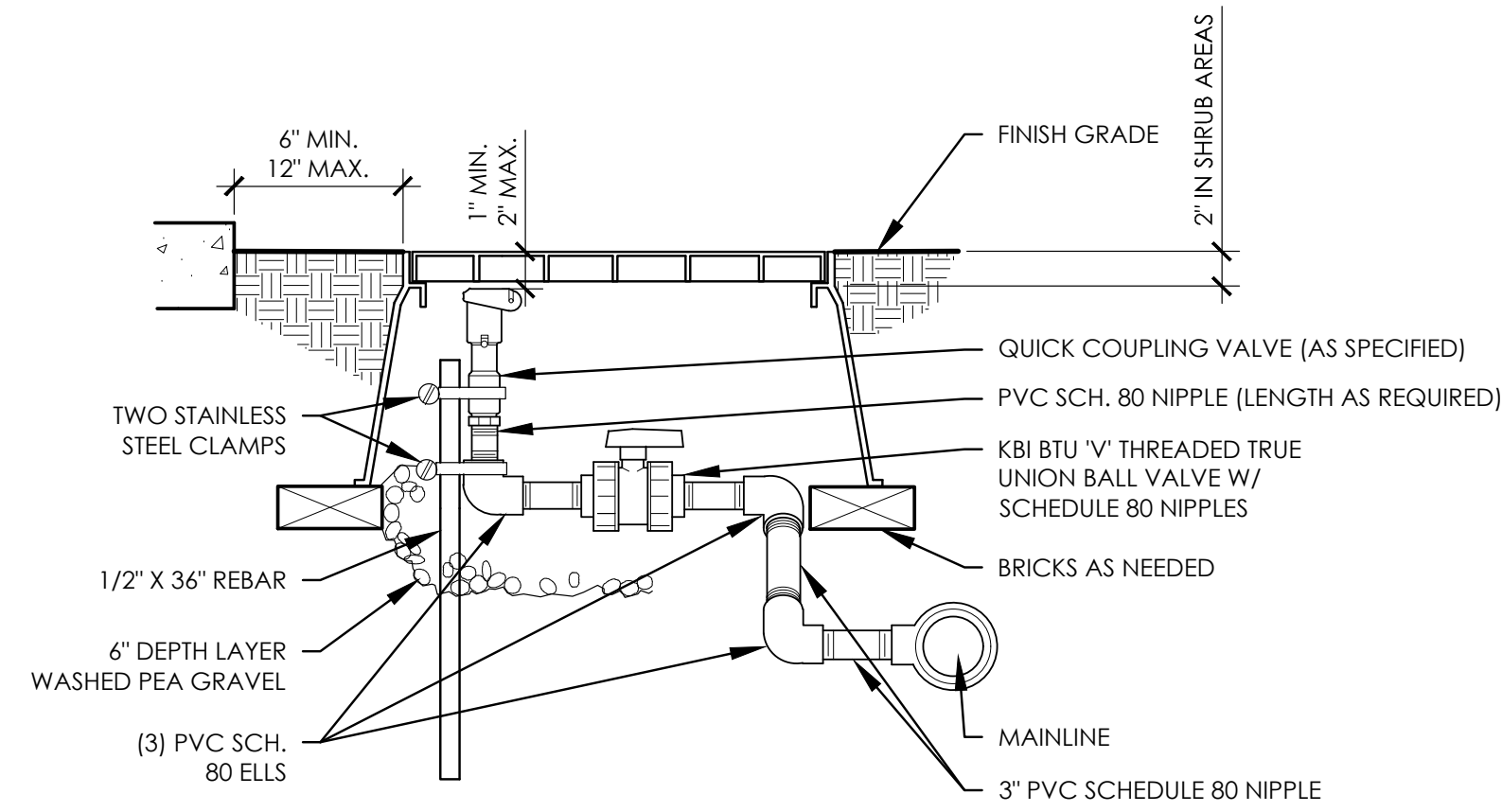
A MASTER VALVE SCALE: NTS



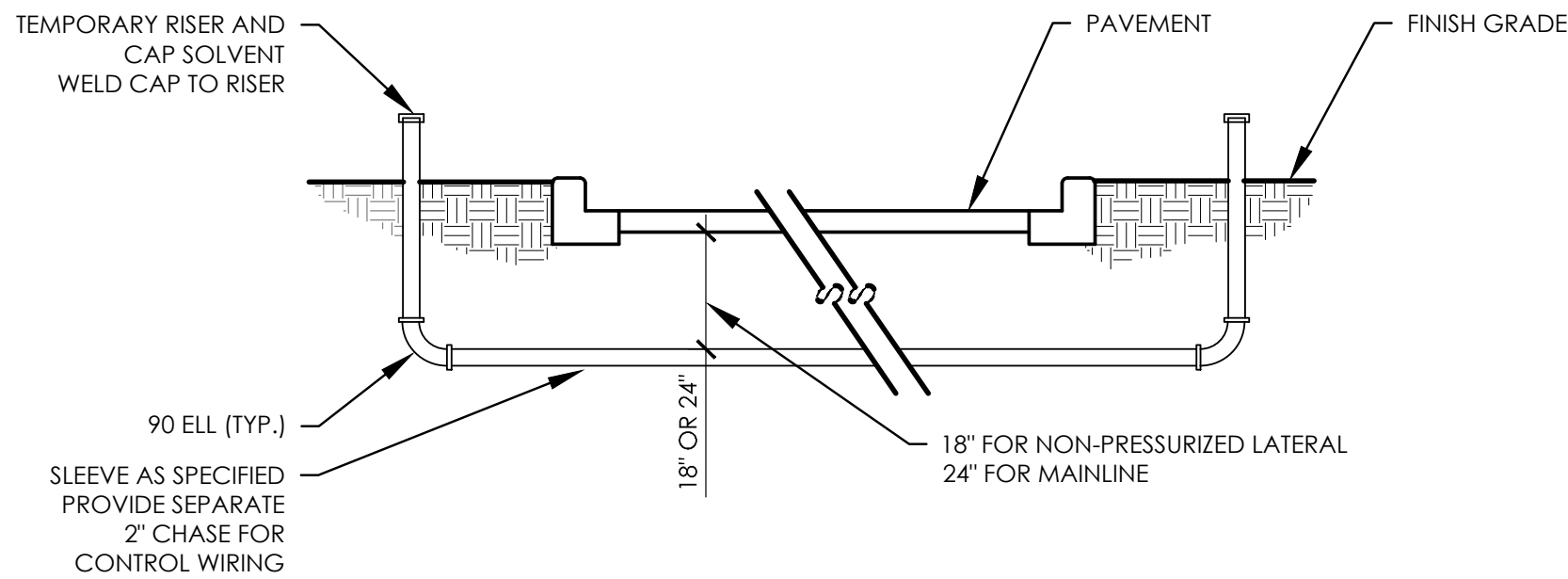
C PIPE AND WIRE TRENCHING SCALE: NTS



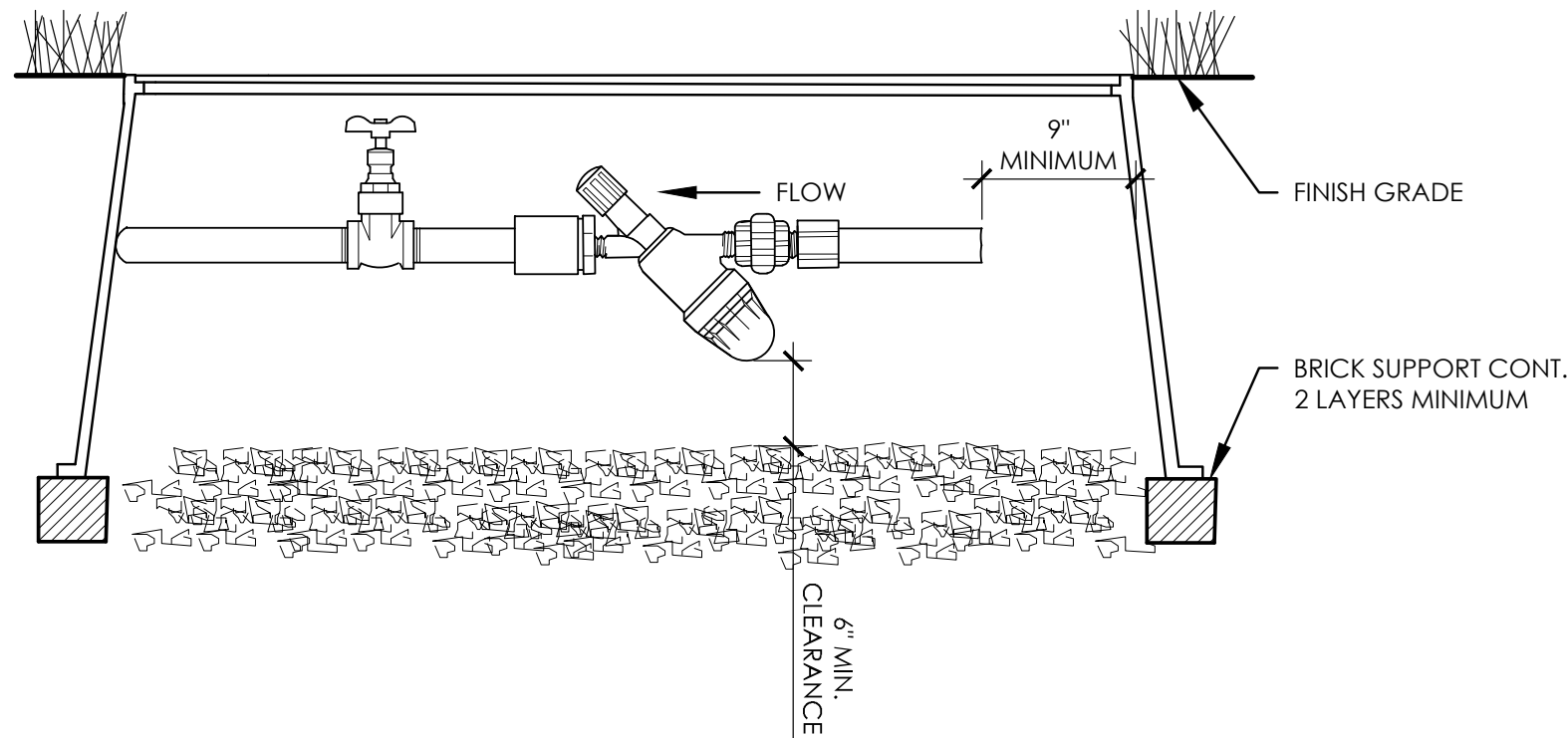
F DOUBLE CHECK VALVE ASSEMBLY SCALE: NTS



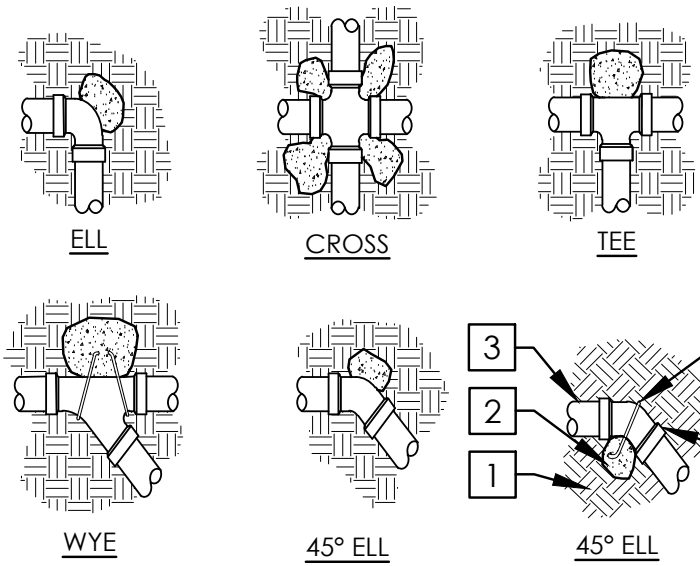
B QUICK COUPLING VALVE SCALE: NTS



D SLEEVE INSTALLATION SCALE: NTS



G WYE STRAINER SCALE: NTS



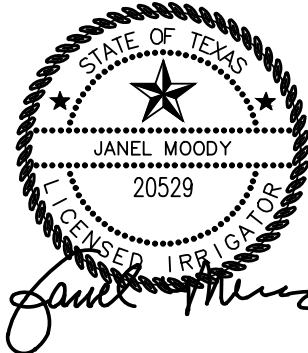
E THRUST BLOCK SCALE: NTS

REVISIONS		DESCRIPTION	
NO.	DATE	#	#

IRRIGATION NOTES & DETAILS



TRADEWINDS ROUNDABOUT
AND MEDIAN ENHANCEMENTS
MIDLAND, TEXAS



JOB NO.	6166
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	MES
DATE:	JUNE 16, 2020

SHEET: L4.01



IRRIGATION DETAILS

TRADEWINDS ROUNDABOUT
AND MEDIAN ENHANCEMENTS
MIDLAND, TEXAS



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 Oblige.

*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: **PACKET**
ATTACH POWER OF ATTORNEY

4.70

September 22, 2020

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 Oblige, 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 Oblige, 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

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

EXHIBIT D - HEAVY AND HIGHWAY - rev 01-05-18

General Decision Number: TX180007 01/05/2018 TX7

Superseded General Decision Number: TX20170007

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

* 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.

=====

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 www.dol.gov/whd/govcontracts.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

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

For vendor doing business with local governmental entity

FORM CIQ

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~~ 481
Provided to vendor doing business with the governmental entity

~~September 22, 2020~~

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.

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: _____

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 Company is submitting a bid for 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 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.

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
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit -
	Personal Injury and Property Damage
<u>Worker's Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$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. **ATTORNEY FEES - 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, 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.

**No-Bid
Response
For
Request #: 20003784**

If your firm has made a decision not to bid on this request, please complete this form and return to:

Office of the Purchasing Agent
City of Midland
P.O. BOX 1152
Midland, TX 79702-1152

Fax to: (432) 685-0523
or

Email: purchasing@midlandtexas.gov

Please Check all reasons below that apply:

- ☐ Cannot provide items requested.
- ☐ Cannot be competitive.
- ☐ Cannot meet the specifications in the request.
- ☐ Cannot provide the liability insurance required by the City of Midland.
- ☐ Cannot provide the Worker's Compensation Insurance required by the City of Midland.
- ☐ Cannot provide the required bonding.
- ☐ Cannot comply with the indemnification requirements.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Do not wish to do business with the City of Midland.
- ☐ Other. Please explain below:

Company Name: _____

Authorized Officer or Agent Signature: _____

Telephone Number: _____ Fax: _____

Email Address: _____

**PLEASE NOTE: THIS COMPLETED FORM MAY BE FAXED TO 432-685-0523.
IT IS NOT NECESSARY TO RETURN ANY OTHER DOCUMENTS.**

PACKET 4.94 September 22, 2020



City Council Meeting

Item Number: 6
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Regina Stephenson, Director
Subject: RESOLUTION AWARDING A CONTRACT FOR THE UTILITY EXTENSION PROGRAM 04 TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A TOTAL COST NOT TO EXCEED \$1,750,000.00; TRANSFERRING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of resolution awarding the contract for the Utility Extension Program (UEP) 04 to Boler Equipment Service, Inc. for an amount not to exceed \$1,750,000.00 with an option to renew the program for no more than two (2) additional one (1) year terms for an amount not to exceed \$1,500,000.00 per term.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available to transfer funds from Fund 300 to Fund 305 and establish a capital project for the UEP 04.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Utility Extension Program (UEP) 04. Bid requests were issued to sixty-one (61) vendors and we received two (2) bids. Staff recommends awarding the contract to Boler Equipment Service, Inc. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to Boler Equipment Service, Inc. of Midland, Texas for the Utility Extension Program (UEP) 04 in an amount not to exceed

\$1,750,000.00 with an option to renew the program for no more than two (2) additional one (1) year terms for an amount not to exceed \$1,500,000.00 per term.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Martinez; City of Midland, Purchasing Manager

FROM: Matt C. Carr, P.E.; City of Midland, City Engineer

SUBJECT: Utility Extension Program 04 ♦ Engr. Project No. U20-01 ♦ Bid Tabulation
♦ Funding # [REDACTED]

DATE: September 09, 2020

Erika,

Engineer staff has reviewed the bid tabulation for the Utility Extension Program 04. Boler Equipment Service, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Utility Extension Program 04 to Boler Equipment Service, Inc.

Boler Equipment Service, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the Utility Extension Program 04. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The agreement specifies awarding an amount not to exceed \$1,750,000.00 with a construction period beginning within 15 calendar days of a written notice to proceed for construction and an initial construction deadline of September 30, 2021 with an option of renewing the program for no more than two (2) additional one (1) year terms after the initial construction deadline for an amount not to exceed \$1,500,000.00 per term.

Matt C. Carr, P.E.
City Engineer

Cc: Jose Ortiz
Regina Stephenson

RESOLUTION NO. _____

**RESOLUTION AWARDING A CONTRACT FOR THE
UTILITY EXTENSION PROGRAM 04 TO BOLER
EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT
A TOTAL COST NOT TO EXCEED \$1,750,000.00;
TRANSFERRING FUNDS; AND AUTHORIZING
PAYMENT**

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the Utility Extension Program 04 (the “Project”); and

WHEREAS, Bid No. 20004266 was opened on September 2, 2020, with the lowest responsible bidder being Boler Equipment Service, Inc. of Midland, Texas (“Contractor”), having submitted a bid of \$1,892,400.00 to establish unit prices as shown on the bid tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit “A”, shall not exceed \$1,750,000.00; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost not to exceed \$1,750,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the sum of \$1,750,000.00 is hereby transferred from Fund 300 to Fund 305, and a capital project is hereby established for the Utility Extension Program 04.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed

\$1,750,000.00 from funds available in the capital project established for the Utility Extension Program 04 upon receipt of proper invoices or statements approved by the City Manager or the Assistant City Manager who supervises the Engineering Services Department.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, Assistant City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

U20-01 UTILITY EXTENSION PROGRAM 04

City of Midland - Engineering Services; September 2, 2020

BID TAB					Boler Equipment Service			J&H Services, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	D1	Removal & Disposal of Existing Utility Mains	75	LF	\$ 15.00	\$ 1,125.00	\$ 1,125.00	\$ 15.00	\$ 1,125.00	\$ 1,125.00
2	D2	Flowable Fill for Existing Utility Mains Abandoned In Place	25	CY	\$ 80.00	\$ 2,000.00	\$ 2,000.00	\$ 130.00	\$ 3,250.00	\$ 3,250.00
3	D3	Removal & Disposal of Existing 60" Manhole (0'-5' Depth)	5	EA	\$ 1,425.00	\$ 7,125.00	\$ 7,125.00	\$ 2,200.00	\$ 11,000.00	\$ 11,000.00
4	D4	Removal & Disposal of Existing 60" Manhole Additional Depth (>5')	25	VF	\$ 275.00	\$ 6,875.00	\$ 6,875.00	\$ 580.00	\$ 14,500.00	\$ 14,500.00
5	D3	Removal & Disposal of Existing 48" Manhole (0'-5' Depth)	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,750.00	\$ 8,750.00	\$ 8,750.00
6	D4	Removal & Disposal of Existing 48" Manhole Additional Depth (>5')	25	VF	\$ 200.00	\$ 5,000.00	\$ 5,000.00	\$ 230.00	\$ 5,750.00	\$ 5,750.00
1	W1	16" DIP Pressure Class 150	100	LF	\$ 85.00	\$ 8,500.00	\$ 8,500.00	\$ 89.00	\$ 8,900.00	\$ 8,900.00
2	W1	12" DIP Pressure Class 150	50	LF	\$ 75.00	\$ 3,750.00	\$ 3,750.00	\$ 65.00	\$ 3,250.00	\$ 3,250.00
3	W1	10" DIP Pressure Class 150	50	LF	\$ 50.00	\$ 2,500.00	\$ 2,500.00	\$ 54.00	\$ 2,700.00	\$ 2,700.00
4	W1	8" DIP Pressure Class 150	50	LF	\$ 55.00	\$ 2,750.00	\$ 2,750.00	\$ 50.00	\$ 2,500.00	\$ 2,500.00
5	W1	6" DIP Pressure Class 150	50	LF	\$ 55.00	\$ 2,750.00	\$ 2,750.00	\$ 44.00	\$ 2,200.00	\$ 2,200.00
6	W1	12" AWWA C-900 DR 18, PVC	500	LF	\$ 54.00	\$ 27,000.00	\$ 27,000.00	\$ 50.00	\$ 25,000.00	\$ 25,000.00
7	W1	10" AWWA C-900 DR 18, PVC	50	LF	\$ 50.00	\$ 2,500.00	\$ 2,500.00	\$ 41.00	\$ 2,050.00	\$ 2,050.00
8	W1	8" AWWA C-900 DR 18, PVC	500	LF	\$ 48.00	\$ 24,000.00	\$ 24,000.00	\$ 36.00	\$ 18,000.00	\$ 18,000.00
9	W1	6" AWWA C-900 DR 18, PVC	500	LF	\$ 44.00	\$ 22,000.00	\$ 22,000.00	\$ 31.00	\$ 15,500.00	\$ 15,500.00
10	W2	16" Tapping Sleeve	6	EA	\$ 3,575.00	\$ 21,450.00	\$ 21,450.00	\$ 5,400.00	\$ 32,400.00	\$ 32,400.00
11	W2	12" Tapping Sleeve	10	EA	\$ 3,175.00	\$ 31,750.00	\$ 31,750.00	\$ 4,200.00	\$ 42,000.00	\$ 42,000.00
12	W2	10" Tapping Sleeve	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 3,900.00	\$ 23,400.00	\$ 23,400.00
13	W2	8" Tapping Sleeve	10	EA	\$ 2,295.00	\$ 22,950.00	\$ 22,950.00	\$ 3,150.00	\$ 31,500.00	\$ 31,500.00
14	W2	6" Tapping Sleeve	10	EA	\$ 1,975.00	\$ 19,750.00	\$ 19,750.00	\$ 3,100.00	\$ 31,000.00	\$ 31,000.00
15	W3	16" Gate Valve & Vault (MJxMJ/FL)	6	EA	\$ 13,425.00	\$ 80,550.00	\$ 80,550.00	\$ 14,075.00	\$ 84,450.00	\$ 84,450.00
16	W4	12" Gate Valve & Box (MJxMJ/FL)	10	EA	\$ 3,350.00	\$ 33,500.00	\$ 33,500.00	\$ 4,515.00	\$ 45,150.00	\$ 45,150.00
17	W4	10" Gate Valve & Box (MJxMJ/FL)	10	EA	\$ 2,225.00	\$ 22,250.00	\$ 22,250.00	\$ 3,600.00	\$ 36,000.00	\$ 36,000.00
18	W4	8" Gate Valve & Box (MJxMJ/FL)	10	EA	\$ 2,100.00	\$ 21,000.00	\$ 21,000.00	\$ 2,800.00	\$ 28,000.00	\$ 28,000.00
19	W4	6" Gate Valve & Box (MJxMJ/FL)	20	EA	\$ 1,700.00	\$ 34,000.00	\$ 34,000.00	\$ 2,350.00	\$ 47,000.00	\$ 47,000.00
20	W5	Fire Hydrant ($\leq$ 5' Water Main Bury Depth)	20	EA	\$ 3,850.00	\$ 77,000.00	\$ 77,000.00	\$ 4,930.00	\$ 98,600.00	\$ 98,600.00
21	W6	Fire Hydrant Riser (> 5' Water Main Bury Depth)	40	EA	\$ 675.00	\$ 27,000.00	\$ 27,000.00	\$ 1,200.00	\$ 48,000.00	\$ 48,000.00
22	W7	Ductile Iron Fittings	3000	LB	\$ 6.50	\$ 19,500.00	\$ 19,500.00	\$ 7.50	\$ 22,500.00	\$ 22,500.00
23	W8	Anchor Coupling / Foster Adaptor	5	EA	\$ 675.00	\$ 3,375.00	\$ 3,375.00	\$ 1,040.00	\$ 5,200.00	\$ 5,200.00
24	W9	16" Tapping Saddle	6	EA	\$ 625.00	\$ 3,750.00	\$ 3,750.00	\$ 700.00	\$ 4,200.00	\$ 4,200.00
25	W9	12" Tapping Saddle	12	EA	\$ 400.00	\$ 4,800.00	\$ 4,800.00	\$ 570.00	\$ 6,840.00	\$ 6,840.00
26	W9	10" Tapping Saddle	6	EA	\$ 200.00	\$ 1,200.00	\$ 1,200.00	\$ 510.00	\$ 3,060.00	\$ 3,060.00
27	W9	8" Tapping Saddle	20	EA	\$ 300.00	\$ 6,000.00	\$ 6,000.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00
28	W9	6" Tapping Saddle	30	EA	\$ 285.00	\$ 8,550.00	\$ 8,550.00	\$ 490.00	\$ 14,700.00	\$ 14,700.00
29	W10	2" Water Service Connection, Short ($\leq$ 20')	10	EA	\$ 2,900.00	\$ 29,000.00	\$ 29,000.00	\$ 2,320.00	\$ 23,200.00	\$ 23,200.00
30	W10	2" Water Service Connection, Long (>20')	10	EA	\$ 2,900.00	\$ 29,000.00	\$ 29,000.00	\$ 1,920.00	\$ 19,200.00	\$ 19,200.00
31	W11	1" Water Service Connection, Short ($\leq$ 20')	24	LF	\$ 1,850.00	\$ 44,400.00	\$ 44,400.00	\$ 1,300.00	\$ 31,200.00	\$ 31,200.00
32	W11	1" Water Service Connection, Long (>20')	24	LF	\$ 1,850.00	\$ 44,400.00	\$ 44,400.00	\$ 900.00	\$ 21,600.00	\$ 21,600.00
33	W12	1" Service Line Installation, Long (>20')	3	EA	\$ 5,101.50	\$ 6,525.00	\$ 6,525.00	\$ 6,525.00	\$ 19,260.00	\$ 19,260.00

BID TAB					Boler Equipment Services			J&H Services, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
33	W12	Flushing Station Installation, Short (<20')	3	EA	\$ 2,175.00	\$ 6,525.00	\$ 6,525.00	\$ 5,775.00	\$ 17,325.00	\$ 17,325.00
34	W13	Sampling Station Installation, Short (≤20')	3	EA	\$ 1,650.00	\$ 4,950.00	\$ 4,950.00	\$ 2,850.00	\$ 8,550.00	\$ 8,550.00
35	W13	Sampling Station Installation, Long (>20')	3	EA	\$ 1,650.00	\$ 4,950.00	\$ 4,950.00	\$ 2,250.00	\$ 6,750.00	\$ 6,750.00
36	W14	Water Meter Installation (New Service Line)	10	EA	\$ 275.00	\$ 2,750.00	\$ 2,750.00	\$ 860.00	\$ 8,600.00	\$ 8,600.00
37	W15	Water Meter & Meter Box Installation (Existing Service Line)	10	EA	\$ 475.00	\$ 4,750.00	\$ 4,750.00	\$ 1,500.00	\$ 15,000.00	\$ 15,000.00
38	W16	Replace Water Meter In Existing Vault	10	EA	\$ 1,250.00	\$ 12,500.00	\$ 12,500.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
39	W17	Open Trench Depth (0' - 5')	1000	LF	\$ 24.00	\$ 24,000.00	\$ 24,000.00	\$ 25.00	\$ 25,000.00	\$ 25,000.00
40	W17	Open Trench Depth (5' - 8')	300	LF	\$ 24.00	\$ 7,200.00	\$ 7,200.00	\$ 27.00	\$ 8,100.00	\$ 8,100.00
41	W17	Open Trench Depth (8' - 10')	300	LF	\$ 28.00	\$ 8,400.00	\$ 8,400.00	\$ 31.00	\$ 9,300.00	\$ 9,300.00
42	W17	Open Trench Depth (10' - 12')	100	LF	\$ 28.00	\$ 2,800.00	\$ 2,800.00	\$ 35.00	\$ 3,500.00	\$ 3,500.00
1	WW1	16" SDR 26 ASTM D2241, PVC	50	LF	\$ 64.00	\$ 3,200.00	\$ 3,200.00	\$ 69.00	\$ 3,450.00	\$ 3,450.00
2	WW1	12" SDR 26 ASTM D2241, PVC	50	LF	\$ 62.00	\$ 3,100.00	\$ 3,100.00	\$ 43.00	\$ 2,150.00	\$ 2,150.00
3	WW1	10" SDR 26 ASTM D2241, PVC	50	LF	\$ 30.00	\$ 1,500.00	\$ 1,500.00	\$ 38.00	\$ 1,900.00	\$ 1,900.00
4	WW1	8" SDR 26 ASTM D2241, PVC	100	LF	\$ 44.00	\$ 4,400.00	\$ 4,400.00	\$ 30.00	\$ 3,000.00	\$ 3,000.00
5	WW1	6" SDR 26 ASTM D2241, PVC	100	LF	\$ 44.00	\$ 4,400.00	\$ 4,400.00	\$ 26.50	\$ 2,650.00	\$ 2,650.00
6	WW1	15" SDR 26 ASTM D3034, PS115, PVC	50	LF	\$ 64.00	\$ 3,200.00	\$ 3,200.00	\$ 57.00	\$ 2,850.00	\$ 2,850.00
7	WW1	12" SDR 26 ASTM D3034, PS115, PVC	50	LF	\$ 62.00	\$ 3,100.00	\$ 3,100.00	\$ 43.00	\$ 2,150.00	\$ 2,150.00
8	WW1	10" SDR 26 ASTM D3034, PS115, PVC	50	LF	\$ 30.00	\$ 1,500.00	\$ 1,500.00	\$ 38.00	\$ 1,900.00	\$ 1,900.00
9	WW1	8" SDR 26 ASTM D3034, PS115, PVC	100	LF	\$ 44.00	\$ 4,400.00	\$ 4,400.00	\$ 30.00	\$ 3,000.00	\$ 3,000.00
10	WW1	6" SDR 26 ASTM D3034, PS115, PVC	100	LF	\$ 44.00	\$ 4,400.00	\$ 4,400.00	\$ 26.50	\$ 2,650.00	\$ 2,650.00
11	WW1	15" SDR 35 ASTM D3034, PS46, PVC	300	LF	\$ 64.00	\$ 19,200.00	\$ 19,200.00	\$ 50.00	\$ 15,000.00	\$ 15,000.00
12	WW1	12" SDR 35 ASTM D3034, PS46, PVC	300	LF	\$ 62.00	\$ 18,600.00	\$ 18,600.00	\$ 39.00	\$ 11,700.00	\$ 11,700.00
13	WW1	10" SDR 35 ASTM D3034, PS46, PVC	50	LF	\$ 30.00	\$ 1,500.00	\$ 1,500.00	\$ 50.00	\$ 1,700.00	\$ 2,500.00
14	WW1	8" SDR 35 ASTM D3034, PS46, PVC	300	LF	\$ 44.00	\$ 13,200.00	\$ 13,200.00	\$ 28.00	\$ 8,400.00	\$ 8,400.00
15	WW1	6" SDR 35 ASTM D3034, PS46, PVC	500	LF	\$ 44.00	\$ 22,000.00	\$ 22,000.00	\$ 25.00	\$ 12,500.00	\$ 12,500.00
16	WW1	4" SDR 35 ASTM D3034, PS46, PVC	150	LF	\$ 44.00	\$ 6,600.00	\$ 6,600.00	\$ 21.00	\$ 3,150.00	\$ 3,150.00
17	WW2	60" Fiberglass Manhole (0'-5' Deep)	5	EA	\$ 5,425.00	\$ 27,125.00	\$ 27,125.00	\$ 7,100.00	\$ 35,500.00	\$ 35,500.00
18	WW3	60" Manhole Additional Bury Depth (5'-16' Deep)	25	VF	\$ 500.00	\$ 12,500.00	\$ 12,500.00	\$ 950.00	\$ 23,750.00	\$ 23,750.00
19	WW3	60" Manhole Additional Bury Depth (> 16' Deep)	25	VF	\$ 600.00	\$ 15,000.00	\$ 15,000.00	\$ 1,440.00	\$ 36,000.00	\$ 36,000.00
20	WW2	48" Fiberglass Manhole (0'-5' Deep)	15	EA	\$ 4,300.00	\$ 64,500.00	\$ 64,500.00	\$ 4,900.00	\$ 73,500.00	\$ 73,500.00
21	WW3	48" Manhole Additional Bury Depth (5'-16' Deep)	75	VF	\$ 400.00	\$ 30,000.00	\$ 30,000.00	\$ 675.00	\$ 50,625.00	\$ 50,625.00
22	WW3	48" Manhole Additional Bury Depth (> 16' Deep)	35	VF	\$ 500.00	\$ 17,500.00	\$ 17,500.00	\$ 1,150.00	\$ 40,250.00	\$ 40,250.00
23	WW4	Connect To Existing Manhole	5	EA	\$ 1,275.00	\$ 6,375.00	\$ 6,375.00	\$ 2,100.00	\$ 10,500.00	\$ 10,500.00
24	WW5	Manhole Drop Structure (Internal)	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 7,500.00	\$ 3,900.00	\$ 19,500.00	\$ 19,500.00
25	WW5	Manhole Drop Structure (External)	5	EA	\$ 2,250.00	\$ 11,250.00	\$ 11,250.00	\$ 3,100.00	\$ 15,500.00	\$ 15,500.00
26	WW6	6" Wastewater Service Connection	15	EA	\$ 1,775.00	\$ 26,625.00	\$ 26,625.00	\$ 1,500.00	\$ 22,500.00	\$ 22,500.00
27	WW6	4" Wastewater Service Connection	15	EA	\$ 1,375.00	\$ 20,625.00	\$ 20,625.00	\$ 1,100.00	\$ 16,500.00	\$ 16,500.00
28	WW7	6" Wastewater Service Lateral	15	LF	\$ 1,775.00	\$ 26,625.00	\$ 26,625.00	\$ 1,260.00	\$ 18,900.00	\$ 18,900.00
29	WW7	4" Wastewater Service Lateral	15	LF	\$ 1,375.00	\$ 20,625.00	\$ 20,625.00	\$ 950.00	\$ 14,250.00	\$ 14,250.00
31	WW8	Open Trench Depth (0' - 5')	100	LF	\$ 35.00	\$ 3,500.00	\$ 3,500.00	\$ 24.00	\$ 2,400.00	\$ 2,400.00
32	WW8	Open Trench Depth (5' - 8')	500	LF	\$ 35.00	\$ 17,500.00	\$ 17,500.00	\$ 25.00	\$ 12,500.00	\$ 12,500.00
33	WW8	Open Trench Depth (8' - 10')	500	LF	\$ 35.00	\$ 17,500.00	\$ 17,500.00	\$ 28.00	\$ 14,000.00	\$ 14,000.00
34	WW8	Open Trench Depth (10' - 12')	300	LF	\$ 40.00	\$ 12,000.00	\$ 12,000.00	\$ 30.00	\$ 9,000.00	\$ 9,000.00
35	WW8	Open Trench Depth (12' - 14')	150	LF	\$ 40.00	\$ 6,000.00	\$ 6,000.00	\$ 32.00	\$ 4,800.00	\$ 4,800.00
36	WW8	Open Trench Depth (14' - 16')	150	LF	\$ 50.00	\$ 7,500.00	\$ 7,500.00	\$ 36.00	\$ 5,400.00	\$ 5,400.00
37	WW8	Open Trench Depth (16' - 18')	100	LF	\$ 50.00	\$ 5,000.00	\$ 5,000.00	\$ 41.50	\$ 4,150.00	\$ 4,150.00
38	WW8	Open Trench Depth (18' - 20')	50	LF	\$ 5.102	\$ 2,500.00	\$ 2,500.00	\$ 33.00	\$ 1,650.00	\$ 2,375.00

PACKED

September 22, 2020

BID TAB					Boler Equipment Services			J&H Services, Inc.		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
39	WW8	Open Trench Depth (20' - 22')	50	LF	\$ 51.00	\$ 2,550.00	\$ 2,550.00	\$ 70.00	\$ 3,500.00	\$ 3,500.00
40	WW8	Open Trench Depth (22' - 24')	50	LF	\$ 70.00	\$ 3,500.00	\$ 3,500.00	\$ 70.00	\$ 3,500.00	\$ 3,500.00
1	M1	20" Steel Pipe Casing, 1/4" Wall Thickness	50	LF	\$ 86.00	\$ 4,300.00	\$ 4,300.00	\$ 130.00	\$ 6,500.00	\$ 6,500.00
2	M1	16" Steel Pipe Casing, 1/4" Wall Thickness	50	LF	\$ 85.00	\$ 4,250.00	\$ 4,250.00	\$ 99.00	\$ 4,950.00	\$ 4,950.00
3	M1	12" Steel Pipe Casing, 1/4" Wall Thickness	50	LF	\$ 74.00	\$ 3,700.00	\$ 3,700.00	\$ 82.00	\$ 4,100.00	\$ 4,100.00
4	M1	12" PVC Pipe Casing, SDR 26 ASTM D2241	50	LF	\$ 85.00	\$ 4,250.00	\$ 4,250.00	\$ 62.00	\$ 3,100.00	\$ 3,100.00
5	M2	Cement Stabilized Sand Bedding (2.5-Sack)	50	LF	\$ 45.00	\$ 2,250.00	\$ 2,250.00	\$ 155.00	\$ 7,750.00	\$ 7,750.00
6	M3	8" HDPE Force Main	50	LF	\$ 55.00	\$ 2,750.00	\$ 2,750.00	\$ 47.00	\$ 2,350.00	\$ 2,350.00
7	M3	6" HDPE Force Main	50	LF	\$ 55.00	\$ 2,750.00	\$ 2,750.00	\$ 42.00	\$ 2,100.00	\$ 2,100.00
8	M4	16" Gate Valve & Vault Replacement / Installation (Stand Alone)	5	EA	\$ 15,750.00	\$ 78,750.00	\$ 78,750.00	\$ 19,000.00	\$ 95,000.00	\$ 95,000.00
9	M5	12" Gate Valve & Box Replacement / Installation (Stand Alone)	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 17,500.00	\$ 5,800.00	\$ 29,000.00	\$ 29,000.00
10	M5	10" Gate Valve & Box Replacement / Installation (Stand Alone)	5	EA	\$ 2,150.00	\$ 10,750.00	\$ 10,750.00	\$ 4,600.00	\$ 23,000.00	\$ 23,000.00
11	M5	8" Gate Valve & Box Replacement / Installation (Stand Alone)	5	EA	\$ 2,825.00	\$ 14,125.00	\$ 14,125.00	\$ 3,250.00	\$ 16,250.00	\$ 16,250.00
12	M5	6" Gate Valve & Box Replacement / Installation (Stand Alone)	5	EA	\$ 2,175.00	\$ 10,875.00	\$ 10,875.00	\$ 2,550.00	\$ 12,750.00	\$ 12,750.00
13	M6	Additional Labor, Downtown Area, Water Improvements	300	LF	\$ 40.00	\$ 12,000.00	\$ 12,000.00	\$ 42.00	\$ 12,600.00	\$ 12,600.00
14	M7	Additional Labor, Downtown Area, Wastewater Improvements	300	LF	\$ 40.00	\$ 12,000.00	\$ 12,000.00	\$ 55.00	\$ 12,600.00	\$ 16,500.00
15	M8	Material Mark-Up	N/A	%	20%	20%	20%	20%	20%	20%
16	M9	Labor Mark-Up (regular work hours)	N/A	%	20%	20%	20%	20%	20%	20%
17	M10	Equipment Rental Mark-up (non-standard equipment only)	N/A	%	20%	20%	20%	20%	20%	20%
1	P1	Concrete Utility Cut Repair (6" thickness)	60	SY	\$ 115.00	\$ 6,900.00	\$ 6,900.00	\$ 130.00	\$ 7,800.00	\$ 7,800.00
2	P2	Asphalt Utility Cut Repair (2" thickness)	2000	SY	\$ 50.00	\$ 100,000.00	\$ 100,000.00	\$ 30.00	\$ 60,000.00	\$ 60,000.00
3	P3	Base Rock Utility Cut Repair (6" thickness)	1000	SY	\$ 20.00	\$ 20,000.00	\$ 20,000.00	\$ 15.00	\$ 15,000.00	\$ 15,000.00
4	P4	Flowable Fill / 2-Sack Backfill (20" thickness)	2300	SY	\$ 90.00	\$ 207,000.00	\$ 207,000.00	\$ 94.00	\$ 216,200.00	\$ 216,200.00
5	P5	Erosion/Sediment Control	25	EA	\$ 450.00	\$ 11,250.00	\$ 11,250.00	\$ 980.00	\$ 24,500.00	\$ 24,500.00
6	P6	Job Site Safety	25	EA	\$ 450.00	\$ 11,250.00	\$ 11,250.00	\$ 1,000.00	\$ 25,000.00	\$ 25,000.00
7	P7	Traffic Control for Collector/Local Road Conditions	25	EA	\$ 2,750.00	\$ 68,750.00	\$ 68,750.00	\$ 3,500.00	\$ 87,500.00	\$ 87,500.00
8	P8	Traffic Control for Alley/Easement Conditions	10	EA	\$ 350.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 25,000.00	\$ 25,000.00
					Base Bid Total = \$ 1,892,400.00			Base Bid Total = \$ 2,179,060.00		
					\$0.00			\$800.00		



SPECIFICATIONS

Project Name: Utility Extension Program 04
Project Number: U20-01

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1 Scott Dufford
District 2 John Norman
At-Large Michael Trost

District 3 Jack Ladd
District 4 Lori Blong
At Large Spencer Robnett

CITY ENGINEER

Matt C. Carr, P.E.



Josh Ferguson

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, the City of Midland's City Hall is closed to the Public. All bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

USPS Mailing Address:

City of Midland, Texas

Attn: City Secretary's Office

P O Box 1152

Midland, TX 79702

OR

Physical Address for mail carriers other than USPS:

City of Midland, Texas

Attn: City Secretary's Office

300 North Loraine St, Suite 330

Midland, TX 79701

If bid packets are delivered in person then bidders must make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

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 2nd day of September, 2020, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening:

<http://www.midlandtexas.gov/600/Watch-Council-Meetings>

The Proposed Work provides for the furnishing of materials and labor for Utility Extension Program 04 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on Wednesday, August 26th, 2020 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

TELECONFERENCE CALL IN NUMBER: (866) 528-2256

ACCESS CODE: 4450719

ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address:

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, September 11, 2020. 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 Teleconference. 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. The intent of the proposal is to determine the low bidder based on the total of the quantities and unit prices. Once a low bidder is selected, the project will be awarded in an amount not to exceed \$1,750,000.00.

The initial term of the contract will expire on September 30, 2021. If the Owner and Contractor agree in writing, the contract may be renewed for up to two (2) additional one (1) year terms (at an amount not to exceed \$1,500,000.00 per term).

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

Amy Turner
City Secretary

Form Revised August 2020

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 details for the construction and related work are shown upon a set of drawings dated on or after August 5, 2020. 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 in 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 persons 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 evidences 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.

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 on the basis of 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 August 2020

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.

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 5415
Printed on vendor doing business with the governmental entity

September 22, 2020

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.

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: _____

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: _____

TECHNICAL SPECIFICATIONS

FOR: Utility Extension Program 04

All construction for this project shall conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor shall pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

- 1) Preparation of Right of Way
- 2) Excavation, Embankment and Preparation of Subgrade
- 3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
- 4) Concrete Structures
- 5) Flexible Base, Caliche
- 6) Bituminous Prime
- 7) Bituminous Tack
- 8) Hot Mix Asphaltic Concrete
- 9) PVC Pipe Casings
- 10) Water Line Specifications
- 11) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

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 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 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 subcontractor 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 |

<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
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<u>Workers’ Compensation:</u>	Statutory limits
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<u>Employers’ Liability:</u>	\$500,000.00 per accident or occurrence
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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 (100%) 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.

Updated May 2020

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and 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:

Included in this Utility Extension Program 04 will be the installation, replacement, and removal of water improvements, wastewater improvements, and other assorted utility structures and appurtenances including the necessary excavation, backfill, pavement repair, erosion controls, traffic controls, coordination with City of Midland staff and organizations such as TxDOT, 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 Plans and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the program, or the entire program, at any time before the Contractor begins any construction work authorized by the Owner. This applies to the individual projects assigned throughout the course of this program, and does not only refer to the start of work for the program as a whole.

Standard Specifications for Construction of the City of Midland will govern all construction except as modified by these Special Provisions or the accompanying drawings.

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.

In construction drawing sets any written or noted dimensions takes precedence over any dimension measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this program take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders shall make a careful examination of the entire site of the project and shall 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:

The Contractor will receive full payment from the Owner for each work order when the work order is 100% complete. Payment will not be made prior to a work order being 100% complete.

Payment to be made for material installed, not for material delivery.

Only one Open Trench Depth bid item in the Proposal will apply at a time to any given length of open trench excavation. These bid items are not stacked when determining payment for open trench excavation.

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.

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:

Traffic control for work performed in arterial streets under this program will be the City of Midland's responsibility. The Contractor is to coordinate construction activities with the Barricade Company operating at the City of Midland's direction for any work of this nature. If at any time or for any reason there should be

traffic control in an arterial street handled by the Contactor rather than the City, then that traffic control is to adhere to the rest of the requirements outlined in 'Special Provisions, 7. Traffic Control' that follows after this paragraph.

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division 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 Traffic Operations Division 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, Traffic Operations Division, 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. COMPLETION OF WORK:

Any work assigned to the Contractor is to be considered part of a work order, and completion of the assigned work occurs when the work order is 100% complete. A work order may only be completed after all utility, paving, erosion control, traffic control, and site cleanup work has been completed. All work must be inspected by the City's Inspector or Engineer before being accepted, and the City's Inspector or Engineer and the Contractor must sign or initialize the finalized work order before it is considered 100% complete.

Work orders that are considered 100% complete and signed or initialized are final and no subsequent changes, additions, reductions, or corrections will be made to the quantities listed on the work orders. The only exception that may occur will be at the sole discretion of the Engineer, who may add quantities to the work order for work that was performed but not accounted for in the original signed or initialized work order.

Errors in the unit prices used to calculate totals for work orders may be corrected by the City's Inspector or Engineer after work orders are signed or initialized so long as no change is made to the original work order quantities – OR – the Contractor may request that a new work order with the correct unit prices be provided for fresh signatures or initials. Quantities for work orders will remain fixed after the original work order is signed or initialized regardless of whether or not corrections are made to the unit prices and returned for a second round of signatures or initials, except as stated in the previous paragraph.

9. DETOURS:

The Contractor shall 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.

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property 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.

11. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a weekly schedule and progress report outlining the anticipated time each phase of construction (work order) will begin and be completed, including sufficient time being allowed for necessary pavement repair and site 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 program, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

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 indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

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 shall 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:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that have failed after installation, are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section), or if a history of pavement failures installed by the Contractor for this program are observed. The slump test is to be performed once for every cylinder set (3

cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement For Trench Repair – A Nuclear Gauge Density Test is required only if directed by the Engineer for pavement patches that have failed after installation, are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section), or if a history of pavement failures installed by the Contractor for this program are observed. 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.

Water Pipes & Fittings – Perform Pressure Testing and Bacterial Testing (Bac T)/Chlorination testing for all water mains and fire hydrants.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.
- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

Wastewater Gravity Pipes/Manholes – Perform air testing, mandrel testing, hydrostatic testing, and closed circuit televising (CCTV) for all wastewater mains and manholes.

- Air Test – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Storm Water, Part 3.14, Testing Gravity Mains And Manholes.
- Mandrel Test – A successful mandrel pull is required for all wastewater pipes installed.
- Hydrostatic Testing – Perform test as described in the City of Midland Gravity Flow Pipe Sewers And Fittings For Wastewater And Stormwater Specifications, Part 3.14, Hydrostatic Testing.
- Closed Circuit Televising (CCTV) – Provide CCTV video of the wastewater mains for the full length of the wastewater system installed, including through all wastewater structures. CCTV video is not required for wastewater laterals unless directed by the Engineer.

Force Mains & Fittings (Wastewater & Storm Drain) – Perform pressure testing for all wastewater and storm drain force mains.

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account

for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.

Storm Drain Pipes & Structures – Perform as-built survey and closed circuit televising (CCTV) for all storm drain pipes and structures.

- As-Built Survey of Storm Drain Pipes & Culverts – Provide as-built survey shots at fifty-foot (50') intervals along the storm drain pipe or culvert at the top of the pipe or culvert installed.
- As-Built Survey of Storm Drain Structures – Provide as-built survey shots at the inverts of all storm drain structures that are installed to verify the storm drain grades, including all manholes, junction boxes, and inlets.
- Closed Circuit Televising (CCTV) – Provide CCTV video of the storm drain for the full length of the storm drain system installed, including through all storm drain structures. CCTV video is not required for storm drain laterals unless directed by the Engineer.

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.

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 bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and in an amount not to exceed \$1,750,000.00. The initial term of the contract will expire on September 30, 2021.

21. RENEWAL OF CONTRACT:

If the Owner and Contractor agree in writing, the contract may be renewed for up to two (2) additional one (1) year terms (for an amount not to exceed \$1,500,000 per term).

All renewal time periods will begin on October 1st of the year the renewal is agreed to and will end on September 30th of the following calendar year.

If the Owner and Contractor do not agree to renew the existing contract then the contract will expire at the end of the term for either the first award period or, if applicable, the first period of contract renewal.

22. WARRANTY PERIOD:

There is no warranty period for this program as all work performed is to be subject to City inspection prior to acceptance. Any work performed without City inspection is subject to re-excavation for inspection, removal, replacement, reinstallation, or any other work deemed necessary by the City Inspector or Engineer to address the failure by the Contractor to have the required inspection performed at the Contractor's sole expense.

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 or that the bidder indicated 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 the 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 issues prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess either an active Water Operator D license, an active Wastewater D license, or an active Class 1 Collections license, and the Contractor must maintain at least one of these active licenses for the entirety of the first fiscal year of the program. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If after the first fiscal year of the program both the City of Midland and the Contractor wish to renew the program for a second fiscal year, then the Contractor must possess both a Water Operator D license and either a Wastewater D license or a Class 1 Collections license for the rest of the program's duration. If the Contractor cannot provide proof of meeting the requirement prior to the renewal taking place, then the renewal will not be allowed to occur. If a Contractor allows the required license or licenses to lapse at any time during the course of the program then all work under this program will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew their active licenses before resuming work or to end the program immediately.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Utility Extension Program 04
Project Number: U20-01

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	75 LF	Removal & Disposal of Existing Utility Mains, complete and in place, for the sum of: Fifteen dollars and no cents per linear foot. (Pay Note D1)	\$ <u>15.00</u>	\$ <u>1,125.00</u>
2)	25 CY	Flowable Fill for Existing Utility Mains Abandoned In Place, furnished, installed, complete and in place, for the sum of: Eighty dollars and no cents per cubic yard. (Pay Note D2)	\$ <u>80.00</u>	\$ <u>2,000.00</u>
3)	5 EA	Removal & Disposal of Existing 60-Inch Manhole, (0'-5' Depth), complete and in place, for the sum of: One Thousand Four Hundred Twenty-Five dollars and no cents per each. (Pay Note D3)	\$ <u>1,425.00</u>	\$ <u>7,125.00</u>
4)	25 VF	Remove & Disposal of Existing 60-Inch Manhole Additional Depth, (> 5'), complete and in place, for the sum of: Two Hundred Seventy-Five dollars and no cents per vertical foot. (Pay Note D4)	\$ <u>275.00</u>	\$ <u>6,875.00</u>

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	5 EA	Removal & Disposal of Existing 48-Inch Manhole, (0'-5' Depth), complete and in place, for the sum of: One Thousand dollars and no cents per each. (Pay Note D3)	\$ <u>1,000.00</u>	\$ <u>5,000.00</u>
6)	25 VF	Remove & Disposal of Existing 48-Inch Manhole Additional Depth, (> 5'), complete and in place, for the sum of: Two Hundred dollars and no cents per vertical foot. (Pay Note D4)	\$ <u>200.00</u>	\$ <u>5,000.00</u>
Total Demolition Items 1-6			\$ <u>27,125.00</u>	

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	100 LF	16-Inch Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: Eighty-Five dollars and no cents per linear foot. (Pay Note W1)	\$ 85.00	\$ 8,500.00
2)	50 LF	12-Inch Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: Seventy-Five dollars and no cents per linear foot. (Pay Note W1)	\$ 75.00	\$ 3,750.00
3)	50 LF	10-Inch Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note W1)	\$ 50.00	\$ 2,500.00
4)	50 LF	8-Inch Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: Fifty-Five dollars and no cents per linear foot. (Pay Note W1)	\$ 55.00	\$ 2,750.00
5)	50 LF	6-Inch Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: Fifty-Five dollars and no cents per linear foot. (Pay Note W1)	\$ 55.00	\$ 2,750.00
6)	500 LF	12-Inch AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Fifty-Four dollars and no cents per linear foot. (Pay Note W1)	\$ 54.00	\$ 27,000.00

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	50 LF	10-Inch AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note W1)	\$ 50.00	\$ 2,500.00
8)	500 LF	8-Inch AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Forty-Eight dollars and no cents per linear foot. (Pay Note W1)	\$ 48.00	\$ 24,000.00
9)	500 LF	6-Inch AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note W1)	\$ 44.00	\$ 22,000.00
10)	6 EA	16-Inch Tapping Sleeve, furnished, installed, complete and in place, for the sum of: Three Thousand Five Hundred Seventy-Five dollars and no cents per each. (Pay Note W2)	\$ 3,575.00	\$ 21,450.00
11)	10 EA	12-Inch Tapping Sleeve, furnished, installed, complete and in place, for the sum of: Three Thousand One Hundred Seventy-Five dollars and no cents per each. (Pay Note W2)	\$ 3,175.00	\$ 31,750.00
12)	6 EA	10-Inch Tapping Sleeve, furnished, installed, complete and in place, for the sum of: Two Thousand dollars and no cents per each. (Pay Note W2)	\$ 2,000.00	\$ 12,000.00
13)	10 EA	8-Inch Tapping Sleeve, furnished, installed, complete and in place, for the sum of: Two Thousand Two Hundred Ninety-Five dollars and no cents per each. (Pay Note W2)	\$ 2,295.00	\$ 22,950.00

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
14)	10 EA	6-Inch Tapping Sleeve, furnished, installed, complete and in place, for the sum of: One Thousand Nine Hundred Seventy-Five dollars and no cents per each. (Pay Note W2)	\$ <u>1,975.00</u>	\$ <u>19,750.00</u>
15)	6 EA	16-Inch Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Thirteen Thousand Four Hundred Twenty-Five dollars and no cents per each. (Pay Note W3)	\$ <u>13,425.00</u>	\$ <u>80,550.00</u>
16)	10 EA	12-Inch Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Three Thousand Three Hundred Fifty dollars and no cents per each. (Pay Note W4)	\$ <u>3,350.00</u>	\$ <u>33,500.00</u>
17)	10 EA	10-Inch Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Two Thousand Two Hundred Twenty-Five dollars and no cents per each. (Pay Note W4)	\$ <u>2,225.00</u>	\$ <u>22,250.00</u>
18)	10 EA	8-Inch Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Two Thousand One Hundred dollars and no cents per each. (Pay Note W4)	\$ <u>2,100.00</u>	\$ <u>21,000.00</u>
19)	20 EA	6-Inch Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: One Thousand Seven Hundred dollars and no cents per each. (Pay Note W4)	\$ <u>1,700.00</u>	\$ <u>34,000.00</u>
20)	20 EA	Fire Hydrant, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: Three Thousand Eight Hundred Fifty dollars and no cents per each. (Pay Note W5)	\$ <u>3,850.00</u>	\$ <u>77,000.00</u>

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
21)	40 EA	Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: Six Hundred Seventy-Five dollars and no cents per each. (Pay Note W6)	\$ <u>675.00</u>	\$ <u>27,000.00</u>
22)	3000 LB	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: Six dollars and Fifty cents per pound. (Pay Note W7)	\$ <u>6.50</u>	\$ <u>19,500.00</u>
23)	5 EA	Dresser Coupling / Adaptor, furnished, installed, complete and in place, for the sum of: Six Hundred Seventy-Five dollars and no cents per each. (Pay Note W8)	\$ <u>675.00</u>	\$ <u>3,375.00</u>
24)	6 EA	16-Inch Tapping Saddle (2-Inch or 1-Inch) for water service connection, furnished, installed, complete and in place, for the sum of: Six Hundred Twenty-Five dollars and no cents per each. (Pay Note W9)	\$ <u>625.00</u>	\$ <u>3,750.00</u>
25)	12 EA	12-Inch Tapping Saddle (2-Inch or 1-Inch) for water service connection, furnished, installed, complete and in place, for the sum of: Four Hundred dollars and no cents per each. (Pay Note W9)	\$ <u>400.00</u>	\$ <u>4,800.00</u>
26)	6 EA	10-Inch Tapping Saddle (2-Inch or 1-Inch) for water service connection, furnished, installed, complete and in place, for the sum of: Two Hundred dollars and no cents per each. (Pay Note W9)	\$ <u>200.00</u>	\$ <u>1,200.00</u>
27)	20 EA	8-Inch Tapping Saddle (2-Inch or 1-Inch) for water service connection, furnished, installed, complete and in place, for the sum of: Three Hundred dollars and no cents per each. (Pay Note W9)	\$ <u>300.00</u>	\$ <u>6,000.00</u>

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
28)	30 EA	6-Inch Tapping Saddle (2-Inch or 1-Inch) for water service connection, furnished, installed, complete and in place, for the sum of: Two Hundred Eighty-Five dollars and no cents per each. (Pay Note W9)	\$ 285.00	\$ 8,550.00
29)	10 EA	2-Inch Water Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: Two Thousand Nine Hundred dollars and no cents per each. (Pay Note W10)	\$ 2,900.00	\$ 29,000.00
30)	10 EA	2-Inch Water Service Connection, Short ($\leq$ 20'), furnished, installed, complete and in place, for the sum of: Two Thousand Nine Hundred dollars and no cents per each. (Pay Note W10)	\$ 2,900.00	\$ 29,000.00
31)	24 EA	1-Inch Water Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: One Thousand Eight Hundred Fifty dollars and no cents per each. (Pay Note W10)	\$ 1,850.00	\$ 44,400.00
32)	24 EA	1-Inch Water Service Connection, Short ($\leq$ 20'), furnished, installed, complete and in place, for the sum of: One Thousand Eight Hundred Fifty dollars and no cents per each. (Pay Note W10)	\$ 1,850.00	\$ 44,400.00
33)	3 EA	Flushing Station, Long (> 20'), installed, complete and in place, for the sum of: Two Thousand One Hundred Seventy-Five dollars and no cents per each. (Pay Note W11)	\$ 2,175.00	\$ 6,525.00

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
34)	3 EA	Flushing Station, Short ($\leq 20'$), installed, complete and in place, for the sum of: Two Thousand One Hundred Seventy-Five dollars and no cents per each. (Pay Note W11)	\$ <u>2,175.00</u>	\$ <u>6,525.00</u>
35)	3 EA	Sampling Station, Long ($> 20'$), installed, complete and in place, for the sum of: One Thousand Six Hundred Fifty dollars and no cents per each. (Pay Note W12)	\$ <u>1,650.00</u>	\$ <u>4,950.00</u>
36)	3 EA	Sampling Station, Short ($\leq 20'$), installed, complete and in place, for the sum of: One Thousand Six Hundred Fifty dollars and no cents per each. (Pay Note W12)	\$ <u>1,650.00</u>	\$ <u>4,950.00</u>
37)	10 EA	Water Meter Installation (New Service Line), furnished, installed, complete and in place, for the sum of: Two Hundred Seventy-Five dollars and no cents per each. (Pay Note W13)	\$ <u>275.00</u>	\$ <u>2,750.00</u>
38)	10 EA	Water Meter & Meter Box Installation (Existing Service Line), furnished, installed, complete and in place, for the sum of: Four Hundred Seventy-Five dollars and no cents per each. (Pay Note W14)	\$ <u>475.00</u>	\$ <u>4,750.00</u>
39)	10 EA	Replace Water Meter In Existing Vault, furnished, installed, complete and in place, for the sum of: One Thousand Two Hundred Fifty dollars and no cents per each. (Pay Note W15)	\$ <u>1,250.00</u>	\$ <u>12,500.00</u>
40)	1000 LF	Trench Depth, (0'-5') of water main, furnished, installed, complete and in place, for the sum of: Twenty-Four dollars and no cents per linear foot. (Pay Note W16)	\$ <u>24.00</u>	\$ <u>24,000.00</u>
41)	300 LF	Trench Depth, (5'-8') of water main, furnished, installed, complete and in place, for the sum of: Twenty-Four dollars and no cents per linear foot. (Pay Note W16)	\$ <u>24.00</u>	\$ <u>7,200.00</u>

Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
42)	300 LF	Trench Depth, (8'-10') of water main, furnished, installed, complete and in place, for the sum of: Twenty-Eight dollars and no cents per linear foot. (Pay Note W16)	\$ 28.00	\$ 8,400.00
43)	100 LF	Trench Depth, (10'-12') of water main, furnished, installed, complete and in place, for the sum of: Twenty-Eight dollars and no cents per linear foot. (Pay Note W16)	\$ 28.00	\$ 2,800.00
Total Water Items 1-43			\$ 778,275.00	

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 LF	16-Inch SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Sixty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ 64.00	\$ 3,200.00
2)	50 LF	12-Inch SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Sixty-Two dollars and no cents per linear foot. (Pay Note WW1)	\$ 62.00	\$ 3,100.00
3)	50 LF	10-Inch SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Thirty dollars and no cents per linear foot. (Pay Note WW1)	\$ 30.00	\$ 1,500.00
4)	100 LF	8-Inch SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ 44.00	\$ 4,400.00
5)	100 LF	6-Inch SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ 44.00	\$ 4,400.00
6)	50 LF	15-Inch SDR 26 ASTM D3034, PS115, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Sixty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ 64.00	\$ 3,200.00

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
7)	50 LF	12-Inch SDR 26 ASTM D3034, PS115, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Sixty-Two dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>62.00</u>	\$ <u>3,100.00</u>
8)	50 LF	10-Inch SDR 26 ASTM D3034, PS115, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Thirty dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>30.00</u>	\$ <u>1,500.00</u>
9)	100 LF	8-Inch SDR 26 ASTM D3034, PS115, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>44.00</u>	\$ <u>4,400.00</u>
10)	100 LF	6-Inch SDR 26 ASTM D3034, PS115, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>44.00</u>	\$ <u>4,400.00</u>
11)	300 LF	15-Inch SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Sixty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>64.00</u>	\$ <u>19,200.00</u>
12)	300 LF	12-Inch SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Sixty-Two dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>62.00</u>	\$ <u>18,600.00</u>

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
13)	50 LF	10-Inch SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Thirty dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>30.00</u>	\$ <u>1,500.00</u>
14)	300 LF	8-Inch SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>44.00</u>	\$ <u>13,200.00</u>
15)	500 LF	6-Inch SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>44.00</u>	\$ <u>22,000.00</u>
16)	150 LF	4-Inch SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Forty-Four dollars and no cents per linear foot. (Pay Note WW1)	\$ <u>44.00</u>	\$ <u>6,600.00</u>
17)	5 EA	60-Inch Fiberglass Manhole, (0'-5' deep), furnished, installed, complete and in place, for the sum of: Five Thousand Four Hundred Twenty-Five dollars and no cents per each. (Pay Note WW2)	\$ <u>5,425.00</u>	\$ <u>27,125.00</u>
18)	25 VF	60-Inch Manhole Additional Bury Depth, (5'-16' deep), furnished, installed, complete and in place, for the sum of: Five Hundred dollars and no cents per vertical foot. (Pay Note WW3)	\$ <u>500.00</u>	\$ <u>12,500.00</u>
19)	25 VF	60-Inch Manhole Additional Bury Depth, (> 16' deep), furnished, installed, complete and in place, for the sum of: Six Hundred dollars and no cents per vertical foot. (Pay Note WW3)	\$ <u>600.00</u>	\$ <u>15,000.00</u>

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
20)	15 EA	48-Inch Fiberglass Manhole, (0'-5' deep), furnished, installed, complete and in place, for the sum of: Four Thousand Three Hundred dollars and no cents per each. (Pay Note WW2)	\$ <u>4,300.00</u>	\$ <u>64,500.00</u>
21)	75 VF	48-Inch Manhole Additional Bury Depth, (5'-16' deep), furnished, installed, complete and in place, for the sum of: Four Hundred dollars and no cents per vertical foot. (Pay Note WW3)	\$ <u>400.00</u>	\$ <u>30,000.00</u>
22)	35 VF	48-Inch Manhole Additional Bury Depth, (> 16' deep), furnished, installed, complete and in place, for the sum of: Five Hundred dollars and no cents per vertical foot. (Pay Note WW3)	\$ <u>500.00</u>	\$ <u>17,500.00</u>
23)	5 EA	Connection to Existing Manhole, furnished, installed, complete and in place, for the sum of: One Thousand Two Hundred Seventy-Five dollars and no cents per each. (Pay Note WW4)	\$ <u>1,275.00</u>	\$ <u>6,375.00</u>
24)	5 EA	Manhole Drop Structure (Internal), furnished, installed, complete and in place, for the sum of: One Thousand Five Hundred dollars and no cents per each. (Pay Note WW5)	\$ <u>1,500.00</u>	\$ <u>7,500.00</u>
25)	5 EA	Manhole Drop Structure (External), furnished, installed, complete and in place, for the sum of: Two Thousand Two Hundred Fifty dollars and no cents per each. (Pay Note WW5)	\$ <u>2,250.00</u>	\$ <u>11,250.00</u>
26)	15 EA	6-Inch Wastewater Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: One Thousand Seven Hundred Seventy-Five dollars and no cents per each. (Pay Note WW6)	\$ <u>1,775.00</u>	\$ <u>26,625.00</u>

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
27)	15 EA	6-Inch Wastewater Service Connection, Short ($\leq 20'$), furnished, installed, complete and in place, for the sum of: <u>One Thousand Three Hundred Seventy-Five</u> dollars and <u>no</u> cents per each. (Pay Note WW6)	\$ <u>1,375.00</u>	\$ <u>20,625.00</u>
28)	15 EA	4-Inch Wastewater Service Connection, Long ($> 20'$), furnished, installed, complete and in place, for the sum of: <u>One Thousand Seven Hundred Seventy-Five</u> dollars and <u>no</u> cents per each. (Pay Note WW6)	\$ <u>1,775.00</u>	\$ <u>26,625.00</u>
29)	15 EA	4-Inch Wastewater Service Connection, Short ($\leq 20'$), furnished, installed, complete and in place, for the sum of: <u>One Thousand Three Hundred Seventy-Five</u> dollars and <u>no</u> cents per each. (Pay Note WW6)	\$ <u>1,375.00</u>	\$ <u>20,625.00</u>
30)	100 LF	Trench Depth, (0'-5') of wastewater main, furnished, installed, complete and in place, for the sum of: <u>Thirty-Five</u> dollars and <u>no</u> cents per linear foot. (Pay Note WW7)	\$ <u>35.00</u>	\$ <u>3,500.00</u>
31)	500 LF	Trench Depth, (5'-8') of wastewater main, furnished, installed, complete and in place, for the sum of: <u>Thirty-Five</u> dollars and <u>no</u> cents per linear foot. (Pay Note WW7)	\$ <u>35.00</u>	\$ <u>17,500.00</u>
32)	500 LF	Trench Depth, (8'-10') of wastewater main, furnished, installed, complete and in place, for the sum of: <u>Thirty-Five</u> dollars and <u>no</u> cents per linear foot. (Pay Note WW7)	\$ <u>35.00</u>	\$ <u>17,500.00</u>
33)	300 LF	Trench Depth, (10'-12') of wastewater main, furnished, installed, complete and in place, for the sum of: <u>Forty</u> dollars and <u>no</u> cents per linear foot. (Pay Note WW7)	\$ <u>40.00</u>	\$ <u>12,000.00</u>

Wastewater Items				
Item No.	Quantity	Description	Unit Price	Total Amount
34)	150 LF	Trench Depth, (12'-14') of wastewater main, furnished, installed, complete and in place, for the sum of: Forty dollars and no cents per linear foot. (Pay Note WW7)	\$ 40.00	\$ 6,000.00
35)	150 LF	Trench Depth, (14'-16') of wastewater main, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note WW7)	\$ 50.00	\$ 7,500.00
36)	100 LF	Trench Depth, (16'-18') of wastewater main, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note WW7)	\$ 50.00	\$ 5,000.00
37)	50 LF	Trench Depth, (18'-20') of wastewater main, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note WW7)	\$ 50.00	\$ 2,500.00
38)	50 LF	Trench Depth, (20'-22') of wastewater main, furnished, installed, complete and in place, for the sum of: Fifty-One dollars and no cents per linear foot. (Pay Note WW7)	\$ 51.00	\$ 2,550.00
39)	50 LF	Trench Depth, (22'-24') of wastewater main, furnished, installed, complete and in place, for the sum of: Seventy dollars and no cents per linear foot. (Pay Note WW7)	\$ 70.00	\$ 3,500.00
Total Wastewater Items 1-39			\$ 478,100.00	

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	50 LF	20" Steel Pipe Casing (¼" Wall Thickness), furnished, installed, complete and in place, for the sum of: Eighty-Six dollars and no cents per linear foot. (Pay Note M1)	\$ <u>86.00</u>	\$ <u>4,300.00</u>
2)	50 LF	16" Steel Pipe Casing (¼" Wall Thickness), furnished, installed, complete and in place, for the sum of: Eighty-Five dollars and no cents per linear foot. (Pay Note M1)	\$ <u>85.00</u>	\$ <u>4,250.00</u>
3)	50 LF	12" Steel Pipe Casing (¼" Wall Thickness), furnished, installed, complete and in place, for the sum of: Seventy-Four dollars and no cents per linear foot. (Pay Note M1)	\$ <u>74.00</u>	\$ <u>3,700.00</u>
4)	50 LF	12" PVC Pipe Casing, SDR 26 ASTM D2241, furnished, installed, complete and in place, for the sum of: Eighty-Five dollars and no cents per linear foot. (Pay Note M1)	\$ <u>85.00</u>	\$ <u>4,250.00</u>
5)	50 LF	Cement Stabilized Sand Bedding (2.5-Sack), furnished, installed, complete and in place, for the sum of: Forty-Five dollars and no cents per linear foot. (Pay Note M2)	\$ <u>45.00</u>	\$ <u>2,250.00</u>
6)	50 LF	8" HDPE Force Main, furnished, installed, complete and in place, for the sum of: Fifty-Five dollars and no cents per linear foot. (Pay Note M3)	\$ <u>55.00</u>	\$ <u>2,750.00</u>
7)	50 LF	6" HDPE Force Main, furnished, installed, complete and in place, for the sum of: Fifty-Five dollars and no cents per linear foot. (Pay Note M3)	\$ <u>55.00</u>	\$ <u>2,750.00</u>
8)	5 EA	16-Inch Gate Valve & Vault Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: Fifteen Thousand Seven Hundred Fifty dollars and no cents per each. (Pay Note M4)	\$ <u>15,750.00</u>	\$ <u>78,750.00</u>

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
9)	5 EA	12-Inch Gate Valve & Box Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: Three Thousand Five Hundred dollars and no cents per each. (Pay Note M5)	\$ 3,500.00	\$ 17,500.00
10)	5 EA	10-Inch Gate Valve & Box Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: Two Thousand One Hundred Fifty dollars and no cents per each. (Pay Note M5)	\$ 2,150.00	\$ 10,750.00
11)	5 EA	8-Inch Gate Valve & Box Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: Two Thousand Eight Hundred Twenty-Five dollars and no cents per each. (Pay Note M5)	\$ 2,825.00	\$ 14,125.00
12)	5 EA	6-Inch Gate Valve & Box Replacement / Installation (Stand Alone), furnished, installed, complete and in place, for the sum of: Two Thousand One Hundred Seventy-Five dollars and no cents per each. (Pay Note M5)	\$ 2,175.00	\$ 10,875.00
13)	300 LF	Additional Labor, Downtown Area, Water Improvements, furnished, installed, complete and in place, for the sum of: Forty dollars and no cents per linear foot. (Pay Note M6)	\$ 40.00	\$ 12,000.00
14)	300 LF	Additional Labor, Downtown Area, Wastewater Improvements, furnished, installed, complete and in place, for the sum of: Forty dollars and no cents per linear foot. (Pay Note M7)	\$ 40.00	\$ 12,000.00
15)	N/A	Material Mark-up, complete and in place, for the sum of: Twenty percent. (Pay Note M8)	% 20	\$ N/A

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
16)	N/A	Labor Mark-up (regular work hours), complete and in place, for the sum of: Twenty _____ percent. (Pay Note M9)	% 20 _____	\$ N/A _____
17)	N/A	Equipment Rental Mark-up (non-standard equipment only), complete and in place, for the sum of: Twenty _____ percent. (Pay Note M10)	% 20 _____	\$ N/A _____
Total Miscellaneous Items 1-17		\$ 180,250.00 _____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	60 SY	Concrete Utility Cut Repair (6" thickness), furnished, installed, complete and in place, for the sum of: One Hundred Fifteen dollars and no cents per square yard. (Pay Note P1)	\$ <u>115.00</u>	\$ <u>6,900.00</u>
2)	2000 SY	Asphalt Utility Cut Repair (2" thickness), furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per square yard. (Pay Note P2)	\$ <u>50.00</u>	\$ <u>100,000.00</u>
3)	1000 SY	Base Rock Utility Cut Repair (6" thickness), furnished, installed, complete and in place, for the sum of: Twenty dollars and no cents per square yard. (Pay Note P3)	\$ <u>20.00</u>	\$ <u>20,000.00</u>
4)	2300 SY	Flowable Fill / 2-Sack Backfill (20" thickness), furnished, installed, complete and in place, for the sum of: Ninety dollars and no cents per square yard. (Pay Note P4)	\$ <u>90.00</u>	\$ <u>207,000.00</u>
5)	25 EA	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Four Hundred Fifty dollars and no cents per each. (Pay Note P5)	\$ <u>450.00</u>	\$ <u>11,250.00</u>
6)	25 EA	Job Site Safety, furnished, installed, complete and in place, for the sum of: Four Hundred Fifty dollars and no cents per each. (Pay Note P6)	\$ <u>450.00</u>	\$ <u>11,250.00</u>
7)	25 EA	Traffic Control for Collector/Local Road Conditions, furnished, installed, complete and in place, for the sum of: Two Thousand Seven Hundred Fifty dollars and no cents per each. (Pay Note P7)	\$ <u>2,750.00</u>	\$ <u>68,750.00</u>

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	10 EA	Traffic Control for Alley/Easement Conditions, furnished, installed, complete and in place, for the sum of: Three Hundred Fifty _____dollars and no _____cents per each. (Pay Note P8)	\$ 350.00	\$ 3,500.00
Total Paving Items 1-8			\$ 428,650.00	

Bid Price For:	
1. Demolition Items	\$ <u>27,125.00</u>
2. Water Items	\$ <u>778,275.00</u>
3. Wastewater Items	\$ <u>478,100.00</u>
4. Miscellaneous Items	\$ <u>180,250.00</u>
5. Paving Items	\$ <u>428,650.00</u>
Total Price	\$ <u>1,892,400.00</u>

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

One Million Eight Hundred Ninety-Two Thousand Four Hundred dollars

and no cents total.

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. The initial term of the contract shall expire on September 30, 2021. If the Owner and Contractor agree in writing, the contract may be renewed for up to two (2) additional one (1) year terms (at an amount not to exceed \$1,500,000 per term).

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.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

Eighty-Seven Thousand Five Hundred dollars

and No cents total. (\$ 87,500.00)

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.

Name of Contractor

Boler Equipment Service, Inc.



Greg Boler, Vice-President

Submitted By

Print Name and Title

4611 Sinclair Ave.

Mailing Address

Midland

Texas

79707

City

State

Zip

PAY NOTES

Utility Extension Program 04

Bid Item	Pay Quantity Note
<i>Demolition</i>	
1 Removal & Disposal of Existing Utility Mains	D1
2 Flowable Fill for Existing Utility Mains Abandoned In Place	D2
3 Removal & Disposal of Existing 60" Manhole (0'-5' Depth)	D3
4 Removal & Disposal of Existing 60" Manhole Additional Depth (>5')	D4
5 Removal & Disposal of Existing 48" Manhole (0'-5' Depth)	D3
6 Removal & Disposal of Existing 48" Manhole Additional Depth (>5')	D4
<i>Water Improvements</i>	
1 16" DIP Pressure Class 150	W1
2 12" DIP Pressure Class 150	W1
3 10" DIP Pressure Class 150	W1
4 8" DIP Pressure Class 150	W1
5 6" DIP Pressure Class 150	W1
6 12" AWWA C-900 DR 18, PVC	W1
7 10" AWWA C-900 DR 18, PVC	W1
8 8" AWWA C-900 DR 18, PVC	W1
9 6" AWWA C-900 DR 18, PVC	W1
10 16" Tapping Sleeve	W2
11 12" Tapping Sleeve	W2
12 10" Tapping Sleeve	W2
13 8" Tapping Sleeve	W2
14 6" Tapping Sleeve	W2
15 16" Gate Valve & Vault (MJxMJ/FL)	W3
16 12" Gate Valve & Box (MJxMJ/FL)	W4
17 10" Gate Valve & Box (MJxMJ/FL)	W4
18 8" Gate Valve & Box (MJxMJ/FL)	W4
19 6" Gate Valve & Box (MJxMJ/FL)	W4
20 Fire Hydrant ($\leq$ 5' Water Main Bury Depth)	W5
21 Fire Hydrant Riser (> 5' Water Main Bury Depth)	W6
22 Ductile Iron Fittings	W7
23 Dresser Coupling / Adaptor	W8
24 16" Tapping Saddle (2" or 1")	W9
25 12" Tapping Saddle (2" or 1")	W9
26 10" Tapping Saddle (2" or 1")	W9
27 8" Tapping Saddle (2" or 1")	W9
28 6" Tapping Saddle (2" or 1")	W9
29 2" Water Service Connection, Long (> 20')	W10
30 2" Water Service Connection, Short ($\leq$ 20')	W10
31 1" Water Service Connection, Long (> 20')	W10
32 1" Water Service Connection, Short ($\leq$ 20')	W10
33 Flushing Station Installation, Long (> 20')	W11
34 Flushing Station Installation, Short ($\leq$ 20')	W11
35 Sampling Station Installation, Long (> 20')	W12
36 Sampling Station Installation, Short ($\leq$ 20')	W12
37 Water Meter Installation (New Service Line)	W13
38 Water Meter & Meter Box Installation (Existing Service Line)	W14
39 Replace Water Meter In Existing Vault	W15
40 Trench Depth (0' - 5')	W16
41 Trench Depth (5' - 8')	W16
42 Trench Depth (8' - 10')	W16
43 Trench Depth (10' - 12')	W16

Wastewater Improvements

1	16" SDR 26 ASTM D2241, PVC	WW1
2	12" SDR 26 ASTM D2241, PVC	WW1
3	10" SDR 26 ASTM D2241, PVC	WW1
4	8" SDR 26 ASTM D2241, PVC	WW1
5	6" SDR 26 ASTM D2241, PVC	WW1
6	15" SDR 26 ASTM D3034, PS115, PVC	WW1
7	12" SDR 26 ASTM D3034, PS115, PVC	WW1
8	10" SDR 26 ASTM D3034, PS115, PVC	WW1
9	8" SDR 26 ASTM D3034, PS115, PVC	WW1
10	6" SDR 26 ASTM D3034, PS115, PVC	WW1
11	15" SDR 35 ASTM D3034, PS46, PVC	WW1
12	12" SDR 35 ASTM D3034, PS46, PVC	WW1
13	10" SDR 35 ASTM D3034, PS46, PVC	WW1
14	8" SDR 35 ASTM D3034, PS46, PVC	WW1
15	6" SDR 35 ASTM D3034, PS46, PVC	WW1
16	4" SDR 35 ASTM D3034, PS46, PVC	WW1
17	60" Fiberglass Manhole (0'-5' Deep)	WW2
18	60" Manhole Additional Bury Depth (5'-16' Deep)	WW3
19	60" Manhole Additional Bury Depth (> 16' Deep)	WW3
20	48" Fiberglass Manhole (0'-5' Deep)	WW2
21	48" Manhole Additional Bury Depth (5'-16' Deep)	WW3
22	48" Manhole Additional Bury Depth (> 16' Deep)	WW3
23	Connect To Existing Manhole	WW4
24	Manhole Drop Structure (Internal)	WW5
25	Manhole Drop Structure (External)	WW5
26	6" Wastewater Service Connection, Long (> 20')	WW6
27	6" Wastewater Service Connection, Short (≤ 20')	WW6
28	4" Wastewater Service Connection, Long (> 20')	WW6
29	4" Wastewater Service Connection, Short (≤ 20')	WW6
30	Trench Depth (0'-5')	WW7
31	Trench Depth (5'-8')	WW7
32	Trench Depth (8'-10')	WW7
33	Trench Depth (10'-12')	WW7
34	Trench Depth (12'-14')	WW7
35	Trench Depth (14'-16')	WW7
36	Trench Depth (16'-18')	WW7
37	Trench Depth (18'-20')	WW7
38	Trench Depth (20'-22')	WW7
39	Trench Depth (22'-24')	WW7

Miscellaneous Improvements

1	20" Steel Pipe Casing (1/4" Wall Thickness)	M1
2	16" Steel Pipe Casing (1/4" Wall Thickness)	M1
3	12" Steel Pipe Casing (1/4" Wall Thickness)	M1
4	12" PVC Pipe Casing, SDR 26 ASTM D2241	M1
5	Cement Stabilized Sand Bedding (2.5-Sack)	M2
6	8" HDPE Force Main	M3
7	6" HDPE Force Main	M3
8	16" Gate Valve & Vault Replacement / Installation (Stand Alone)	M4
9	12" Gate Valve & Box Replacement / Installation (Stand Alone)	M5
10	10" Gate Valve & Box Replacement / Installation (Stand Alone)	M5
11	8" Gate Valve & Box Replacement / Installation (Stand Alone)	M5
12	6" Gate Valve & Box Replacement / Installation (Stand Alone)	M5
13	Additional Labor, Downtown Area, Water Improvements	M6
14	Additional Labor, Downtown Area, Wastewater Improvements	M7
15	Material Mark-Up	M8
16	Labor Mark-Up (regular work hours)	M9
17	Equipment Rental Mark-up (non-standard equipment only)	M10

Paving Improvements

1	Concrete Utility Cut Repair (6" thickness)	P1
2	Asphalt Utility Cut Repair (2" thickness)	P2
3	Base Rock Utility Cut Repair (6" thickness)	P3
4	Flowable Fill / 2-Sack Backfill (20" thickness)	P4
5	Erosion/Sediment Control	P5
6	Job Site Safety	P6
7	Traffic Control for Collector/Local Road Conditions	P7
8	Traffic Control for Alley/Easement Conditions	P8

PAY QUANTITY NOTES

- D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings, including all pipes, fittings, structures, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.
- D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Utility Mains Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including plugging (wastewater) or capping (water) the main or line to be abandoned. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.
- D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes per the construction drawings, including all drop structures, other structures, base, and appurtenances. Measurement and payment to be made per each manhole removed.
- D4 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Manholes at depths exceeding 5' per the construction drawings, including all drop structures, other structures, and appurtenances. Measurement and payment to be per vertical foot of existing manhole removed below a depth of 5' measured from the lowest invert at the manhole flowline and rounded up to the nearest 0.5'.
- W1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, tracer tape, tracer wire, necessary testing, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves and fittings.
- W2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Sleeve per the construction drawings and City of Midland standards and specifications, including all joint restraints, embedment, thrust blocking, and appurtenances. Valves included in Pay Notes W3 and W4. Measurement and payment to be per each tapping sleeve installed.
- W3 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Vault per the construction drawings and City of Midland standards and specifications, including all embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be per each valve installed. Includes valves associated with tapping sleeves.
- W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be per each valve installed. Includes valves associated with tapping sleeves.
- W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant (≤ 5' water main bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be per each fire hydrant installed.
- W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Riser (> 5' water main bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be per vertical foot of riser below a water main bury depth of 5' measured from the water main invert and rounded up to the nearest 0.5'.
- W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolts, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.
- W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling / Adaptor per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be per each dresser coupling / adaptor installed.

- W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.
- W10 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all excavation, backfill, brass goods from the corporation stop to the brass angle valve (inclusive) as well as the pipe and installation of a new polyethelene water service line, meter box, and all appurtenances. Water meters are addressed separately in Pay Notes W13, W14, and W15. Measurement to be per linear foot measured along the ground surface though all valves, fittings, and appurtenances, and payment to be per each water service connection installed.
- W11 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Flushing Station per the construction drawings and City of Midland standards and specifications, and at a location directed by the Engineer, including all brass goods between the tapping saddle and the flushing station as well as the pipe and installation of a new polyethelene service line, and all appurtenances. The flushing station will be provided by the City. Measurement to be per linear foot measured along the ground surface through all valves, fittings, and appurtenances, and payment to be per each flushing station installed.
- W12 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Sampling Station per the construction drawings and City of Midland standards and specifications, and at a location directed by the Engineer, including all brass goods between the tapping saddle and the sampling station as well as the pipe and installation of a new polyethelene service line, and all appurtenances. The sampling station will be provided by the City. Measurement to be per linear foot measured along the ground surface through all valves, fittings, and appurtenances, and payment to be per each sampling station installed.
- W13 Includes the necessary equipment, labor, materials, and incidentals to set a new Water Meter as part of a new water service line installation per the construction drawings and City of Midland standards and specifications including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.
- W14 Includes the necessary equipment, labor, materials, and incidentals to set a new Water Meter and a new Water Meter Box on an existing water service line, or to replace an existing water meter and water meter box per the construction drawings and City of Midland standards and specifications including all appurtenances. Return the existing water meter to the City of Midland. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter and water meter box set.
- W15 Includes the necessary equipment, labor, materials, and incidentals to replace an existing Water Meter in an existing water service line vault per the construction drawings and City of Midland standards and specifications including all appurtenances. Return the existing water meter to the City of Midland. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter replaced.
- W16 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching per the construction drawings and City of Midland standards and specifications, including all pavement saw cutting, pavement removal, excavation, backfill, appurtenances, and to provide trench safety and protection for workers to install water mains and laterals between 0' - 12' in depth. Depth measurement to be measured to the nearest 0.5' from the flowline of the pipe to the existing surface. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.

- WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of gravity Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, tracer tape, tracer wire, necessary testing, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.
- WW2 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fiberglass Manhole to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all embedment, base, necessary testing, and appurtenances. Measurement and payment to be per each manhole installed.
- WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Manhole Additional Bury Depth (> 5' wastewater main bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be per vertical foot measured from the lowest flowline invert at the manhole to 5' below the rim elevation rounded up to the nearest 0.5'.
- WW4 Includes the necessary equipment, labor, materials, and incidentals to Connect to Existing Manhole per the construction drawings and City of Midland standards and specifications, including all necessary coring, repairs, and appurtenances. Measurement and payment to be per each connection installed.
- WW5 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Internal or External Drop Structure per the construction drawings and City of Midland standards and specifications, including all necessary coring, repairs, and appurtenances for a vertical adjustment of up to 5'. Additional pipe required for a vertical adjustment of more than 5' will be addressed by bid items covered by Pay Note WW1 except that measurement will be per vertical foot rather than per linear foot. Measurement and payment of drop structures to be per each drop structure installed.
- WW6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Wastewater Service Connection to a wastewater main or manhole per the construction drawings and City of Midland standards and specifications, including all pipe excavation, backfill, pipe and installation of a new wastewater service line, necessary coring, repairs, and appurtenances. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances, and payment to be per each wastewater service connection installed.
- WW7 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching per the construction drawings and City of Midland standards and specifications, including all pavement saw-cutting, pavement removal, excavation, backfill, appurtenances, and to provide trench safety and protection for workers to install wastewater mains and laterals between 0' - 24' in depth. Depth measurement to be measured to the nearest 0.5' from the flowline of the pipe to the existing surface. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

- M1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casings per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, tracer tape, tracer wire, and appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.
- M2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Cement Stabilized Sand Bedding (Portland Cement 2.5 Sack Cement = 235 LBS/CY) per the construction drawings and Texas Administrative Code Title 30, Ch. 290, Sub-Ch. D, Rule§290.44(e)(4)(B)(v). Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.
- M3 Includes the necessary equipment, labor, materials, and incidentals to install HDPE Force Mains per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.
- M4 Includes the necessary equipment, labor, materials, and incidentals required to complete work for Gate Valve & Vault Replacement/Installation (Stand Alone) per the construction drawings and the City of Midland standards and specifications including replacement of existing gate valves with new gate valves and vaults or installing new gate valves and vaults at locations identified by the Engineer and including all excavation, backfill, pipe cutting, sleeves, appurtenances, and other necessary work for the valve replacement or installation. Measurement and payment to be per each gate valve and vault replaced or installed.
- M5 Includes the necessary equipment, labor, materials, and incidentals required to complete work for Gate Valve & Box Replacement/Installation (Stand Alone) per the construction drawings and the City of Midland standards and specifications including replacement of existing gate valves with new gate valves and boxes or installing new gate valves and boxes at locations identified by the Engineer and including all excavation, backfill, pipe cutting, sleeves, appurtenances, and other necessary work for the valve replacement or installation. Measurement and payment to be per each gate valve and box replaced or installed.
- M6 Includes the additional necessary equipment, labor, materials, and incidentals to complete work for water improvements in the downtown midland area per the construction drawings and the City of Midland standards and specifications. The downtown Midland area is considered to be the area bordered by Kansas Avenue to the north, Lamesa Road to the east, Front Street to the south, and 'A' Street to the west. Measurement and payment to be per linear foot measured along the ground surface following the water pipe centerline through all valves, fittings, and appurtenances. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.
- M7 Includes the additional necessary equipment, labor, materials, and incidentals to complete work for wastewater improvements in the downtown midland area per the construction drawings and the City of Midland standards and specifications. The downtown Midland area is considered to be the area bordered by Kansas Avenue to the north, Lamesa Road to the east, Front Street to the south, and 'A' Street to the west. Measurement and payment to be per linear foot measured along the ground surface following the wastewater pipe centerline through all structures and appurtenances. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.
- M8 Includes the Material Mark-up for material sizes (pipe, valve, etc.) required to complete work for utility improvements not covered by the bid items listed in the Proposal for the Utility Extension Program 04 per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.
- M9 Includes the Labor Mark-up for labor required to complete work for utility improvements not covered by the bid items listed in the Proposal for the Utility Extension Program 04 per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.
- M10 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for utility improvements not covered by the bid items listed in the Proposal for the Utility Extension Program 04 per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

- P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Utility Cut Repair (6" thickness) including the installation/replacement of 6" concrete pavement per the construction drawings and City of Midland standards and specifications, including all pavement, jointing, sealing, and appurtenances. Concrete pavement joints are to typically be 10'x10' joints, and are to be no larger than 15'x15' joints. Concrete pavement joints are to typically be saw-cut or expansion joints. All concrete pavement joints must be sealed with TxDOT DMS-6310 SL-2 sealant. Measurement and payment to be per square yard measured along the ground surface.
- P2 Includes the necessary equipment, labor, materials, and incidentals for Asphalt Utility Cut Repair (2" thickness) including the installation/replacement of 2" HMAC pavement (Type B, C or D) per the construction drawings and City of Midland standards and specifications, including all pavement, prime, tack, and appurtenances. Measurement and payment to be per square yard measured along the ground surface.
- P3 Includes the necessary equipment, labor, materials, and incidentals for Base Rock Utility Cut Repair (6" thickness) including the installation of base rock backfill (City base) per the construction drawings and City of Midland standards and specifications at the Engineer's request including all pavement and appurtenances. Measurement and payment to be per square yard measured along the ground surface.
- P4 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (20" thickness, Portland Cement 2 Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications including all appurtenances. Measurement and payment to be per square yard measured along the ground surface.
- P5 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be per each block measured from street intersection to street intersection, or per each street crossing between blocks.
- P6 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 RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be per each block measured from street intersection to street intersection, or per each street crossing between blocks.
- P7 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control for Collector/Local Road Conditions 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 per each block measured from street intersection to street intersection, or per each collector/local road crossed.
- P8 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control for Alley/Easement Conditions 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 per each block measured from street intersection to street intersection, or per each alley/easement crossed.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021034

KNOW ALL MEN BY THESE PRESENTS, THAT

Boler Equipment Service, Inc. (Hereinafter called the Principal), as
Principal, and RLI Insurance Company

(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
Five Percent of the Greatest Amount Bid Dollars

(\$ 5% GAB) 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 Utility Extension Program 04.

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.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this
2nd day of September, 2020.

Yonica Erin Butler
Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A St. Bldg D
Midland, TX 79705

City Attorney



September 22, 2020



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, Beverly Richardson, 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 3rd day of April, 2020.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of April, 2020, 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: Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



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 September, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

PACKET

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4259160020212

September 22, 2020

A0058D19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2020

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 INSURANCE AGENCY 3100 North A Street Bldg D Midland, TX 79705	PHONE (A/C, No, Ext): (432) 682-3717	FAX (A/C, No): (432) 682-3002	
	E-MAIL ADDRESS: jessica@ervinins.com		
INSURED Boler Equipment Service PO Box 80428 Midland, TX 79708 TX 79708	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mid-Continent Casualty		23418
	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	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	04GL1043279	7/13/2020	7/13/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 0
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 5,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 5,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y	Y	BAS60891370	3/2/2020	3/2/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR			04XS215638	7/13/2020	7/13/2021	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	0001118970	7/13/2020	7/13/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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
A	Inland Marine-Rented Equipment			04CIM12826	7/13/2020	7/13/2021	\$200,000

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 Insured, on a claims occurred basis, on all policies listed above. The Insured 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 captioned above.

CERTIFICATE HOLDER

CANCELLATION

City of Midland
PO Box 1152
Midland, TX 79702
432-686-1609(F)

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

PACKET

5.186

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

PO BOX 13087 MC-178 ♦ AUSTIN TEXAS 78711-3087

Pursuant to authorization from the Executive Director of the Texas Commission on Environmental Quality, the Manager of the Operator Licensing Section of the Permitting and Registration Support Division has issued the enclosed WATER OPERATOR certificate and pocket card.

RECEIPT OF PAYMENT

Fee Type: NEW APPLICATION

Date Fee Paid: 07/13/2020

Amount Paid: \$ 111.00

TEST SCORE: 86

CONTACT INFORMATION
WATER LICENSING
(512)239-6133

For general information about licensing visit:

www.tceq.texas.gov/licensing

Pursuant to 30 TAC 30.24(k), you are required to notify the TCEQ of any contact information changes within 10 days of the date the change occurs.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

CHRISTOPHER LANCE ADAMS

Is hereby licensed as a
WATER OPERATOR

Class

D

License Number
WO0046458

Expires

08/24/2023

SIGNATURE

EXECUTIVE DIRECTOR

TCEQ VIPP Form oce3 (09-07-06)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER LANCE ADAMS

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS D WATER OPERATOR

License Number: **WO0046458**

Issue Date: **08/24/2020**

Expiration Date: **08/24/2023**

PACKET

5.187

Executive Director

Texas Commission on Environmental Quality
September 22, 2020

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

PHILLIP D BULLARD

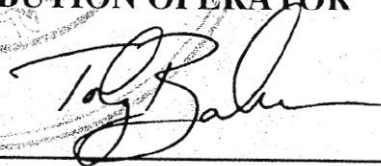
*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS C WATER DISTRIBUTION OPERATOR

License Number: WD0011340

Issue Date: 06/05/2019

Expiration Date: 05/21/2022



Executive Director

Texas Commission on Environmental Quality

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: **Boler Equipment Service, Inc.**

Local Address (must be within the City limits): **4611 Sinclair Ave. Midland, TX 79707**

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? 17
3. Year your business was established in the City of Midland: 1987
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: 17524445826

Company Name and Address (as it appears on permit):

Boler Equipment Service, Inc.

4611 Sinclair Ave.

Midland, TX 79707

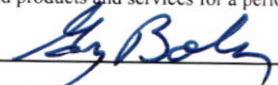
5. Does your business have more than one office in the State of Texas? ☐ Yes ☒ No
If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

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: 9-2-2020

Printed Name and Title: **Greg Boler - Vice President**

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 23rd day of September, 2020, 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 Boler Equipment Service, Inc. 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: Utility Extension Program 04 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. The initial term of the contract shall terminate on September 30, 2021, 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 an amount not to exceed: 1,750,000 Dollars and 00 Cents.

The initial term of the contract shall expire on September 30, 2021. If the Owner and Contractor agree in writing, the contract may be renewed for up to two (2) additional one (1) year terms (at an amount not to exceed \$1,500,000 per term).

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 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.

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 Tex. Gov't Code section 2270.002 applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does 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)

ATTEST:

By: _____
Patrick Payton, Mayor

Amy Turner, 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 Boler Equipment Service, Inc. _____, 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

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 Oblige), 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 Oblige, dated the _____ day of _____, 20____, for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ Utility Extension Program 04 _____, 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

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 Oblige, 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 Oblige, dated the _____
day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work
necessary for _____ Utility Extension Program 04 _____, 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

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Utility Extension Program 04

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:



MEMO

TO: All Project Bidders
FR: Joshua C. Ferguson, P.E. / City of Midland
DA: August 5, 2020
RE: Utility Extension Program 04 – Anticipated Equipment List

To discuss the comments outlined below, or any other engineering issues related to this project, please call 432.685.7286 to speak with Josh Ferguson or Patricia Kingston. Thank you.

Dept of Engineering Services, Engineering Services Division, has put together an Anticipated Equipment List for the City of Midland Utility Extension Program 04. The list includes equipment that the contractor may need but is in no way meant to be a final list of all necessary equipment, nor does it relieve the contractor of their obligation to have or acquire any additional equipment necessary to complete the project work. Below is a summary of the list:

- **Water Improvements**
 - Water Pump
 - Backhoe or Trenching Machine
 - Dump Truck
 - Crimpers
 - Tapping Machine (different sizes)
- **Wastewater Improvements**
 - Clay Cutters
 - Backhoe with Ramhoe and Trenching Machine
 - Dump Truck
 - Water Pump
 - Chop Saw
 - Hole Saw (4" & 6")
 - Clay Shell Cutter
 - Closed Circuit Televising
- **Pavement Patching**
 - Pneumatic Roller
 - Excavator and Jack-Hammer
 - Pavement Saw (Asphalt & Concrete)
- **Safety**
 - Shoring
 - Traffic Control Devices
 - Ladders
 - Personnel Safety Gear

If you have any questions, please feel free to call Josh Ferguson or Patricia Kingston at our office.

— PAK

Sample Work Orders And Calculations

2020-2023 Term - Water Main Extension - Work Order

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
()" DIP Pressure Class 150				
()" AWWA C-900 DR 18 PVC				
()" AWWA C-900 DR 18 PVC				
()" Pipe Casing ()				
()" Tapping Sleeve				
()" Tapping Sleeve				
()" Gate Valve & Vault (MJxMJ/FL)				
()" Gate Valve & Box (MJxMJ/FL)				
()" Gate Valve & Box (MJxMJ/FL)				
Fire Hydrant (≤ 5' Bury Depth)				
Fire Hydrant Riser (> 5' Water Main Bury Depth)				
Ductile Iron Fittings				
Anchor Coupling / Foster Adapter				
(x)" Tapping Saddle				
(x)" Tapping Saddle				
()" Water Scribe Connection (Long > 20')				
()" Water Scribe Connection (Short ≤ 20')				
Trenching Depth () Deep				
Trenching Depth () Deep				
Concrete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
() Traffic Control				
() Traffic Control				
TOTAL =	-----	-----		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ Quantities Agreed (Contractor): _____
 initial date initial date

PACKET

5.204

September 22, 2020

Sketch/Measurements

Calculations

2020-2023 Term - Water Main Extension - Work Order

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
()" DIP Pressure Class 150				
()" AWWA C-900 DR 18 PVC				
()" AWWA C-900 DR 18 PVC				
()" Pipe Casing ()				
()" Tapping Sleeve				
()" Tapping Sleeve				
()" Gate Valve & Vault (MJxMJ/FL)				
()" Gate Valve & Box (MJxMJ/FL)				
()" Gate Valve & Box (MJxMJ/FL)				
Fire Hydrant (≤ 5' Bury Depth)				
Fire Hydrant Riser (> 5' Water Main Bury Depth)				
Ductile Iron Fittings				
Anchor Coupling / Foster Adapter				
(x)" Tapping Saddle				
(x)" Tapping Saddle				
()" Water Service Connection (Long > 20')				
()" Water Service Connection (Short ≤ 20')				
Trenching Depth (Deep)				
Trenching Depth (Deep)				
Concrete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
() Traffic Control				
() Traffic Control				
TOTAL =	-----	-----		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ Quantities Agreed (Contractor): _____
 initial date initial date

PACKET

5.206

September 22, 2020

Sketch/Measurements

Calculations

**Example UEP 03 Project
(Water Extension)**



KEYED NOTES:

W01 Project Area	W06 6" WL-A Main, 135.0' (C-900 DR 18 PVC)	W10 6" WL-A Main, 190.24' (C-900 DR 18 PVC)	W14 6" WL-A Main, 192.87' (C-900 DR 18 PVC)
W02 Isolation Valve(s)	W07 WL-A, Sta.: 3+25.67 1 - 6"x6" Tee (MJxFL) 1 - 6" Gate Valve (MJxFL) 1 - Fire Hydrant 6" WL, C-900 PVC - 45.5'	W11 WL-A, Sta.: 5+49.23 Utility Crossing - Encase Water 10" SDR 26 PVC Casing - 20' Center Water Main On Crossing Center Casing On Crossing	W15 WL-A, Sta.: 9+09.98 Utility Crossing - Encase Water 10" SDR 26 PVC Casing - 20' Center Water Main On Crossing Center Casing On Crossing
W03 WL-A, Sta.: 0+00.00 1 - 6"x6" Tapping Sleeve (MJxFL) 1 - 6" Gate Valve (MJxFL)	W08 6" WL-A Main, 33.32' (C-900 DR 18 PVC)	W12 6" WL-A Main, 167.88' (C-900 DR 18 PVC)	W16 6" WL-A Main, 148.59' (C-900 DR 18 PVC)
W04 6" WL-A Main, 190.67' (C-900 DR 18 PVC)	W09 WL-A, Sta.: 3+58.99 1 - 6"x6" Cross (MJxMJ) 2 - 6" Gate Valve (MJxMJ) 2 - 6"x4" Reducers (MJxMJ)	W13 WL-A, Sta.: 7+17.11 1 - 6"x6" Cross (MJxMJ) 2 - 6" Gate Valve (MJxMJ)	W17 WL-A, Sta.: 10+58.57 Connect To Existing 6" Water Stub-Out
W05 WL-A, Sta.: 1+90.67 Utility Crossing - Encase Water 10" SDR 26 PVC Casing - 20' Center Water Main On Crossing Center Casing On Crossing			

LEGEND:

- Prop. Water Main
- Prop. Water Valve
- Prop. Fire Hydrant
- Exist. Water Main
- Exist. Wastewater Main
- Exist. Wastewater Manhole

CONSTRUCTION NOTES:

- i) This design is for the public water improvements at Kentucky Avenue only.
- ii) All new water mains to maintain a minimum cover of 3.5 feet, and minimum vertical separation of 2.0' above existing wastewater mains.
- iii) New water main to be located 17.5' from the south existing R.O.W./Property Line.
- iv) All construction to be in compliance with the Utility Extension Program standards and specifications where applicable. All other standards and requirements to comply with the City of Midland standards and requirements.

EROSION CONTROL NOTES:

- A) Any on-site storage of spoils, materials, or equipment should be located within the existing R.O.W.
- B) During a storm event supplemental erosion control measures are to be implemented as needed to protect un-paved trenching from erosion and runoff.
- C) Additional measures may be required at the direction of the Engineer.

5.208

This drawing is for example and illustrative purposes only. It is not intended to serve as a construction drawing set. No construction activity should occur based on any of the information shown or contained within this drawing.

September 22, 2020

2020-2023 Term - Fire Main Extension - Work Order

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work:

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
()" DIP Pressure Class 150				
()" AWWA C-900 DR 18 PVC				
()" AWWA C-900 DR 18 PVC				
()" Tapping Sleeve				
()" Tapping Sleeve				
()" Gate Valve & Box (MJxMJ/FL)				
()" Gate Valve & Box (MJxMJ/FL)				
Fire Hydrant ($\leq$ 5' Bury Depth)				
Fire Hydrant Riser (> 5' Water Main Bury Depth)				
Ductile Iron Fittings				
Anchor Coupling / Foster Adapter				
Trenching Depth (Deep)				
Trenching Depth (Deep)				
Concete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
() Traffic Control				
() Traffic Control				
TOTAL =	-----	-----		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): Quantities Agreed (Contractor):
initial date initial date

PACKET

5.209

September 22, 2020

2020-2023 Term - Wastewater Main Extension - Work Order

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
()" SDR26 ASTM D2241, PVC				
()" SDR26 ASTM D2241, PVC				
()" SDR26 ASTM D3034, PS115,PVC				
()" SDR26 ASTM D3034, PS115,PVC				
()" SDR 35 ASTM D3034, PS46,PVC				
()" SDR 35 ASTM D3034, PS46,PVC				
()" Pipe Casing ()				
()" Fiberglass Manhole (0' - 5' Deep)				
()" Manhole Additional Bury Depth (5'-16' deep)				
()" Manhole Additional Bury Depth (>16' deep)				
Connect to Existing Manhole				
Manhole Drop Structure ()				
()" Wastewater Service Connection (Long > 20')				
()" Wastewater Service Connection (Short ≤ 20')				
Trenching Depth () Deep				
Trenching Depth () Deep				
Concrete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
() Traffic Control				
() Traffic Control				
TOTAL =	-----	-----		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ Quantities Agreed (Contractor): _____
 initial date initial date

PACKET

5.211

September 22, 2020

Sketch/Measurements

Calculations

2020-2023 Term - Wastewater Main Extension - Work Order

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

Pay Quantities	Quantity	Unit Price	Total	Comment/Description
()" SDR26 ASTM D2241, PVC				
()" SDR26 ASTM D2241, PVC				
()" SDR26 ASTM D3034, PS115,PVC				
()" SDR26 ASTM D3034, PS115,PVC				
()" SDR 35 ASTM D3034, PS46,PVC				
()" SDR 35 ASTM D3034, PS46,PVC				
()" Pipe Casing ()				
()" Fiberglass Manhole (0' - 5' Deep)				
()" Manhole Additional Bury Depth (5'-16' deep)				
()" Manhole Additional Bury Depth (>16' deep)				
Connect to Existing Manhole				
Manhole Drop Structure ()				
()" Wastewater Service Connection (Long > 20')				
()" Wastewater Service Connection (Short ≤ 20')				
Trenching Depth () Deep				
Trenching Depth () Deep				
Concrete Utility Cut Repair				
Asphalt Utility Cut Repair				
Base Rock Utility Cut Repair				
Flowable Fill / 2-Sack Backfill				
Erosion/Sediment Control				
Job Site Safety				
() Traffic Control				
() Traffic Control				
TOTAL =	-----	-----		

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

Quantities verified (City): _____ Quantities Agreed (Contractor): _____
 initial date initial date

PACKET

5.213

September 22, 2020

Sketch/Measurements

Calculations

Example UEP 03 Project (Wastewater Extension)

KEYED NOTES:

WW01 Project Area
WW02 WW-A, Sta.: 0+00.00
1 - 48" Fiberglass Manhole
1 - 6" External Drop Structure
Rim: 2797.00
Inv. N: 2783.89
Inv. E: 2789.10
Depth N: 13.11'
Depth E: 7.90'

WW03 6" WW-A Main, 560.0'
(SDR 35 ASTM D3034, PVC)

KEYED NOTES:

WW04 WW-A, Sta.: 5+60.00
1 - 48" Fiberglass Manhole
Rim: 2796.50
Inv.: 2791.90
Depth: 4.60'

WW05 6" WW-A Main, 520.0'
(SDR 35 ASTM D3034, PVC)

WW06 WW-A, Sta.: 10+80.00
1 - 48" Fiberglass Manhole
Rim: 2798.00
Inv.: 2794.50
Depth: 3.50'

LEGEND:

- Prop. Wastewater Main
- Prop. Manhole
- Exist. Fire Hydrant
- Exist. Water Main
- Exist. Wastewater Main
- Exist. Wastewater Manhole

CONSTRUCTION NOTES:

- i) This design is for the public wastewater improvements at the alley north of Hicks Avenue and east of Goode Street only.
- ii) All new wastewater mains to maintain a minimum cover of 3.0 feet, and minimum vertical separation of 2.0' below existing water mains.
- iii) New wastewater main to be located 5.0' from the south existing R.O.W./Property Line.
- iv) All construction to be in compliance with the Utility Extension Program standards and specifications where applicable. All other standards and requirements to comply with the City of Midland standards and requirements.

EROSION CONTROL NOTES:

- A) Any on-site storage of spoils, materials, or equipment should be located within the existing R.O.W.
- B) During a storm event supplemental erosion control measures are to be implemented as needed to protect un-paved trenching from erosion and runoff.
- C) Additional measures may be required at the direction of the Engineer.

5.215

This drawing is for example and illustrative purposes only. It is not intended to serve as a construction drawing set. No construction activity should occur based on any of the information shown or contained within this drawing.

September 22, 2020

2020-2023 Term - Utility Main Extension - Work Order

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work:

Sketch/Measurements

(Attach additional sheet if necessary)

See Attached Sketch

Calculations

(Attach additional sheet if necessary)

See Attached Calculations

[illegible]

(Attach concrete/asphalt tickets)

Contractor Name (Print):

Quantities verified (City): _____ Quantities Agreed (Contractor): _____
initial date initial date

PACKET

5.216

September 22, 2020

Sketch/Measurements

Calculations

Address: _____

Start Date: _____

Completion Date: _____

GIS Sketch Complete: _____

Description of work: _____

(Attach additional sheet if necessary)

(Attach additional sheet if necessary)

[illegible]

(Attach concrete/asphalt tickets)

Contractor Name (Print):

Quantities verified (City): PACKET initial 5.218 date September 22, 2020

Sketch/Measurements

Calculations

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

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EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS, VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35° F or lower. Concrete may be placed when the ground temperature is rising from 35° F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be 1:1.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (1) cubic yard of caliche base material or one (1) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS.....1

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP1

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Updated 3/06

CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

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FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index - Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum

Plasticity Index - 10.0 Maximum

Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

Caliche 2

3. CONSTRUCTION

- A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

- B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompact prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

- A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.
- B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

Caliche 3

- C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

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Caliche 5

PACKET

5.238

September 22, 2020

BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50°F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlaid.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-10 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

- (a) Los Angeles Abrasion: ASTM C 131, Wear not to exceed 40.
- (b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the coarse aggregates. Additional requirements.

- (a) Plasticity Index: Maximum of 6.
- (b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to 1-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing 1-3/4" sieve	95 to 100
Passing 1-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. 10 sieve	5 to 21
Total retained on No. 10 sieve	68 to 84
Passing No. 10 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing 1" sieve	100
Passing 7/8" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. 10 sieve	5 to 26
Total retained on No. 10 sieve	58 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):

Percent Aggregate
by Weight or Volume

Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. 10 sieve	11 to 37
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):

Percent Aggregate
by Weight or Volume

Passing 1/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. 10 sieve	54 to 74
Total retained on No. 10 sieve	54 to 74
Passing No. 10 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):

Percent Aggregate
by Weight or Volume

Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. 10 sieve	58 to 73
Passing No. 10 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

- (b) Tolerances: Deviations from job mix formula limited to:
- (1) Sizes larger than the 10 sieve- Plus or Minus 4 percent.
 - (2) No. 10 sieve and smaller - Plus or Minus 3 percent.
 - (3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.
 - (4) Asphalt - Plus or Minus 0.3 percent.
- (c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:
- | | | |
|---------|---------|---------|
| Minimum | Maximum | Optimum |
| 96 | 98 | 97 |
- (d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least 10 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed by the laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (1/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department 1982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340, "Texas Highway Department 1982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-1/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (1) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than 18' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a 10' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a 10 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed 1/8 inch in 10 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets and Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than 10 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than 10 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately 1/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a 10" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompact the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable 10 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed 10,000 S.Y. If a days laying exceeds 10,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise 10,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds 1/4 inch must be corrected. After corrections have been made, the entire lot must meet the 1/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be 1".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance			Surface tolerance quality factor
0.0	to	1.0	1.0
1.1	to	1.5	0.9
1.6	to	2.5	0.8
over		2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be 1/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: $QF1 \times QF2 \times QF3 \times \dots \times QFn \times \text{unit price}$.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each 1,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within 15 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is 1/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be 1/8 inch plus 1/16 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than 1 inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum 1/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	1.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to 1/8 inch.	0.75
Average specimen deficiency of 1/8 inch to 1/4 inch	.55
Average deficiency of more than 1/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be 1.0 if the maximum deficiency for any one specimen is 1/8 inch plus 1/16 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}} \right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be 1/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: $QF1 \times QF2 \times QF3 \times \dots \times QFn \times \text{unit price}$.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (10) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11	0	and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (1/2) of 1%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the NSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2") in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24") below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, "CAUTION: BURIED WATER LINE BELOW" or other words to this effect.

The marking tape shall be "Detectable Warning Tape", as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24") and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding to the sides and/or from being blown about in the ditch by the wind. The tape shall be laid with the painted side, which shall also be the side with the identification lettering on it, in the "up" position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-151.

B. Pipe shall be cast in lengths of not less than 12 feet and shall be designed for a working pressure of 150 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-150, based on 150 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-104.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of 160 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for 150 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM E165; however, collar reinforcement and all other lap welds shall be tested by introducing air under 10 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and 125 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302				
Type "D" Grade #4		X	X	
THD 1982 Item 302				
Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

**** Approximate Gradation for Crusher Fines**

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. VALVES AND VALVE BOXES

3.1 General

A. Valves 4" through 12" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves 14" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-2360 or Dresser-M&H 4067 or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class I50B. Both valve ends shall be mechanical-joint per AWWA Standard C-III. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class I50 B valve shaft diameter, and full Class I50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with I8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-I2 ductile iron having rubber seat mechanically secured with an integral I8-8 stainless steel clamp ring and I8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360° seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class I50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

14" up. 150 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

14" up. 300 psi

H. Valve shafts shall be 18-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "1450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 21 of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION 121.2514 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for 1500 hours at 100°F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per 100 cycles when using a CSF 10 Wheel (1000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked "Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-1/4 inch valve opening, two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

- E. Operating nut shall be standard 1-1/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.
- F. Hydrants shall be painted Federal Safety Yellow.
- G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.
- H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).
- I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.
- J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.
- K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.1 Trenching

- A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.
- B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.
- C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (12) inches for pipe diameter through 18", the outside diameter of the pipe plus eighteen (18) inches for pipe diameters over 18". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item I4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical or hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in excess of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp" or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories may be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-III.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-II5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (1/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.1 General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe 18" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than 18" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-1/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of 14 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting 11-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 601.

10. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at 120% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (180 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. REMOVING AND REPLACING PAVEMENT

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix overlaps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eighth (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. TUNNELING UNDER UTILITY LINES, ETC.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. HIGHWAY CROSSING

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditious manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe in accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. SHORING & SHEETING

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

14.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs 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."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company 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.

D. 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.

15. MEASUREMENT AND PAYMENT

15.1 General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

15.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

I5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

I5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

I5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

15.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

15.10 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.11 Trench Safety Systems, Sheet piling and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

- A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.
- B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

- A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.
- B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.
- C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.
- D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

- A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

- B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 "Materials" of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

- (1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, "Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings" and pipe and fittings in diameter 18" through 36" shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

- (1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.
- (2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.
- (3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.
- (4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

- (5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.
- (6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.
- (7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.
- (8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.
- (9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4" service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5° to 120° F (-15° to 50° C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformance, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft²) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation "PS-46 psi" and manufacturer's date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovality or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2") in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a depth of twenty-four (24") below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, "CAUTION: BURIED SEWER LINE BELOW" or other words to this effect.

The marking tape shall be "Detectable Marking Tape", as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24") and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding to the sides and/or from being blown about in the ditch by the wind. The tape shall be laid with the painted side, which shall also be the side with the identification lettering on it, in the "up" position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

- (1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

- (2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

- (1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.
- (2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

- (1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.
- (2) The design life for storm sewers constructed under this specification is 50 years.
- (3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

- (1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

- (2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.
- (3) Circular corrugated steel pipe 48" in diameter and smaller shall have 2-2/3" x 1/2" corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48" in diameter may have either 2-2/3 x 1/2" or 3" x 1" corrugations. The minimum thickness for corrugated steel pipe larger than 48" in diameter and having 2-2/3 x 1/2" corrugation shall be as follows:

54" Diameter - 12 gage
60" Diameter - 10 gage
66" through 90" Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3" x 1" corrugation and diameters of 54" through 90" shall be 14 gage.

- (4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3" x 1/2" for pipe 48" diameter and smaller. Larger diameter pipe may use 3" x 1" corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

- (5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of 3/4" x 1" at 11-1/2" on center in accord with AASHTO specification M 36 or 3/4" x 3/4" at 7-1/2" on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48" in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54" and 60" in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66" and 72" in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72" in diameter shall be as shown on the plans.

- (6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x 1/2" Corrugations Span Rise Gage (in.) (in.)			3" x 1" Nominal Gage Size Span Rise (in.) (in.)		
15"	17	x	13	14		
18"	21	x	15	14		
24"	28	x	20	14		
30"	35	x	24	14		
36"	42	x	29	14	40	x 31 16
42"	49	x	33	12	40	x 36 14
48"	57	x	38	10	53	x 41 12
54"	64	x	43	10	60	x 46 12
60"	71	x	47	8	66	x 51 12
66"	77	x	52	8	73	x 55 12
72"	83	x	57	8	81	x 59 12
78"					87	x 63 12
84"					95	x 67 12
90"					103	x 71 12

When 2-2/3" x 1/2" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

- (1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x 1/2". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x 1/2" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x 1/2" or 3" x 1" for pipe 54" and larger in diameter.
- (2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.

The minimum width for locking bands is as follows:

for 2-2/3 x 1/2 inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be 1/2 inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

- (3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either "O" ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7" wide and 3/8" thick. "O" ring gaskets shall be 13/16" diameter minimum for pipe 36" in diameter or less and 7/8" for pipe larger than 36" diameter and having 1/2" deep corrugations. "O" ring gaskets shall be a minimum of 1-3/8" diameter for pipe having 1" deep corrugations. When "O" ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the "O" rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

- (1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.
- (2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

- (1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

- (1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.
- (2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

- (1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.
- (2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.
- (3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the same size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.
- (4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

- (1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.
- (2) The fabrication process shall be designed to minimize the burning of coatings during welding.
- (3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

- (1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

- (2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.
- (3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I	
Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation from the true grade of the design invert of the pipe shall not exceed 1/2 inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a "bell" completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of "Ram Nek" or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of "Pipe Sewers (Cast-in-Place)" complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor's option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- Maximum nominal working pressure in psi/pipe stiffness in psi

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

- (1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

- a. Gaskets
- b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
- c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

- (1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.
- (2) Curb inlets shall be constructed of reinforced class "C" concrete in accordance with Section 1-B "Concrete Structures" and the plans and detail drawings.
- (3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

- (1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.
- (2) Concrete boxes for grate inlets shall be constructed of reinforced Class "C" concrete in accordance with Section 1-B "concrete Structures" and the plans and detail drawings.
- (3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

- (1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.
- (2) Combination inlets shall be constructed in accordance with the applicable requirements for "Curb type inlets" and "Grate type inlets" above.

D. INLET LEADS

- (1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.
- (2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.
- (3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.
- (4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

- (1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.
- (2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

- A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS.** Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

- B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

- C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.
- D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

- A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.
- B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

- C. Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

- D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

- E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

- F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin**: The resins used shall be a commercial grade unsaturated polyester resin.
2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.
3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.
4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.
2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.
3. **Defects not permitted:**

Exposed fibers: glass fibers not wet out with resin.

Resin runs: runs of resin and sand on the surface

Dry areas: areas with glass not wet out with resin.

De-lamination: separation in the laminate.

Blisters: light colored areas larger than ½ inch in diameter.

Crazing: cracks caused by sharp objects

Pits or Voids: air pockets.

Wrinkles: smooth irregularities in the surface.

Sharp projection: fiber or resin projection necessitating gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness**: In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48" nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer's test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom:** Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom:** Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material:** Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure:** Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

- A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

- C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8") stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4") bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.
- D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.
- E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the $\frac{3}{4}$ " sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION

ZONE DESIGNATION

Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

- A. The work will be located as shown on the plans.
- B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

- A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.
- B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

- A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.
- B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.
- C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.
- D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

- A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.
- B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

- C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.
- D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1 SEPARATION OF WATER AND SEWER LINES						
Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vertical	Horizontal	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2'	4'	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6"	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2'	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2'	4'	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2"	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2'	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2'	4'	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

- A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.
- B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.
- C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.
- D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

- E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.
- F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.
- G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.
- H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.
- I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.
- J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a "qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs 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."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company 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.

D. 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.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (1/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

- A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.
- B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a "KOR N Seal" boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor's expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

- B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.
- C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.
- D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical or hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps", "vibra tamps" or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12" above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2".

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMA by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

- (a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.
- (b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.
- (c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

- (a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

- (b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.
- (c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.
- (d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.
- (e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

- (1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.
- (2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.
- (3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

- (1) Clean outs shall be constructed in accord with the plans and detail drawings.
- (2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

- (1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4") inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6") inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3' minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall be manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or "O" ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

- A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.
- B. Special care shall be taken in casting the surfaces that will mate with the first riser section to assure a smooth even fit and a watertight joint.
- C. The first riser section to be used with cast in place manhole bases shall be cast without tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.
- D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a "go – no go" mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

- A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.
- B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the "L" bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

- A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.
- B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.
- C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient to fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102:34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54

30	14:10	80	10.683	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384	25:39	38:28	51:17	64:06	75:55	89:44	102:34	115:23

- 1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.

All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

Depth Feet	DIAMETER		
	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.

Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8" to 10" into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10'	.2
10 - 20'	.4
20 - 30'	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISIONING NEW SEWER LINES

It is the city's intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city's camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor's operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor's expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to provide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheet piling and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheet piling, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

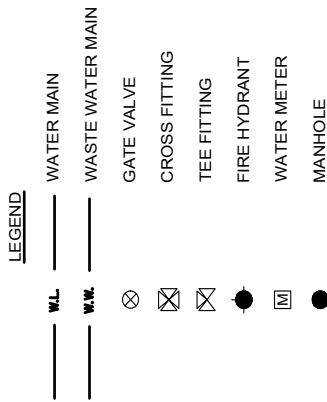
Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

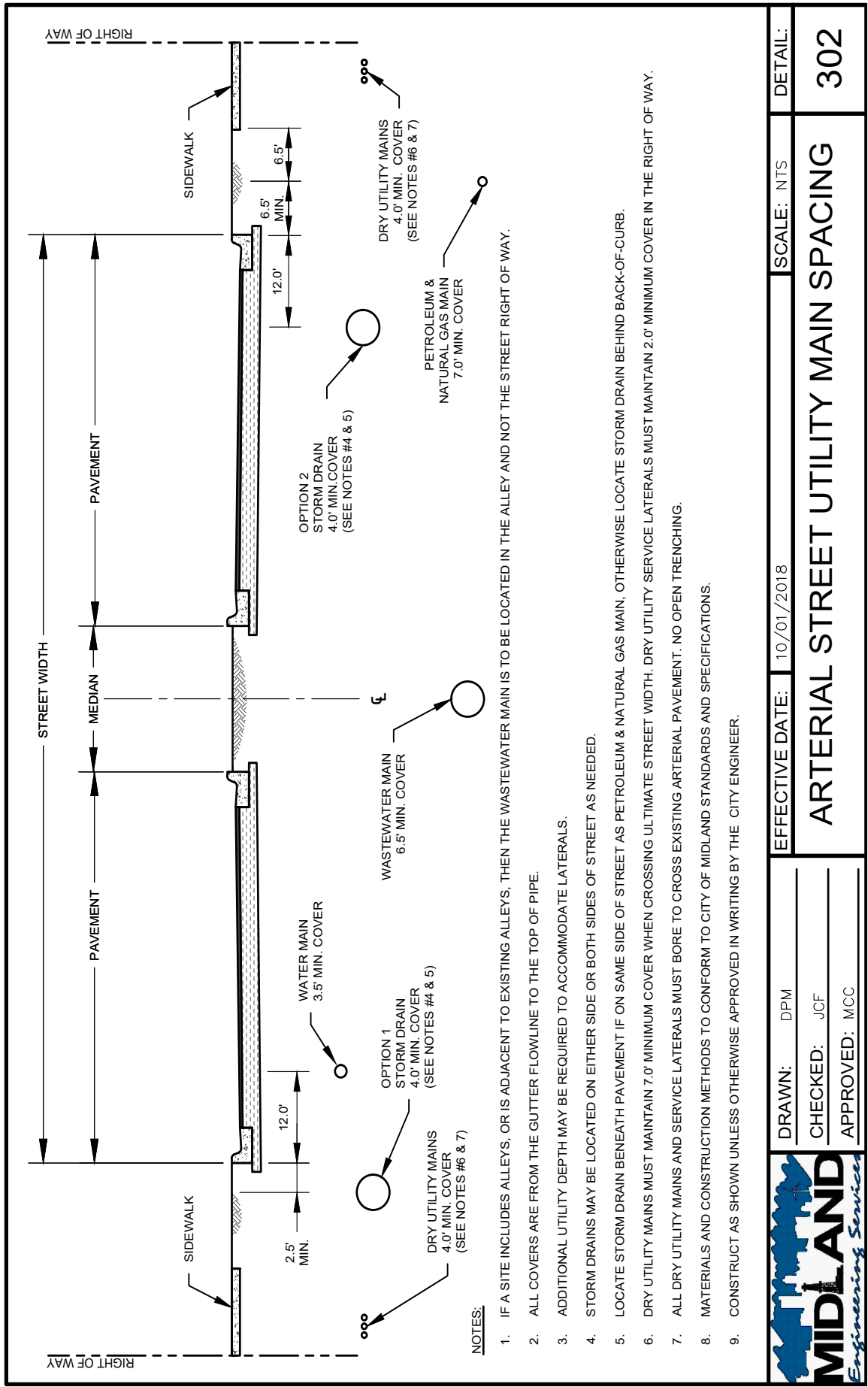
The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

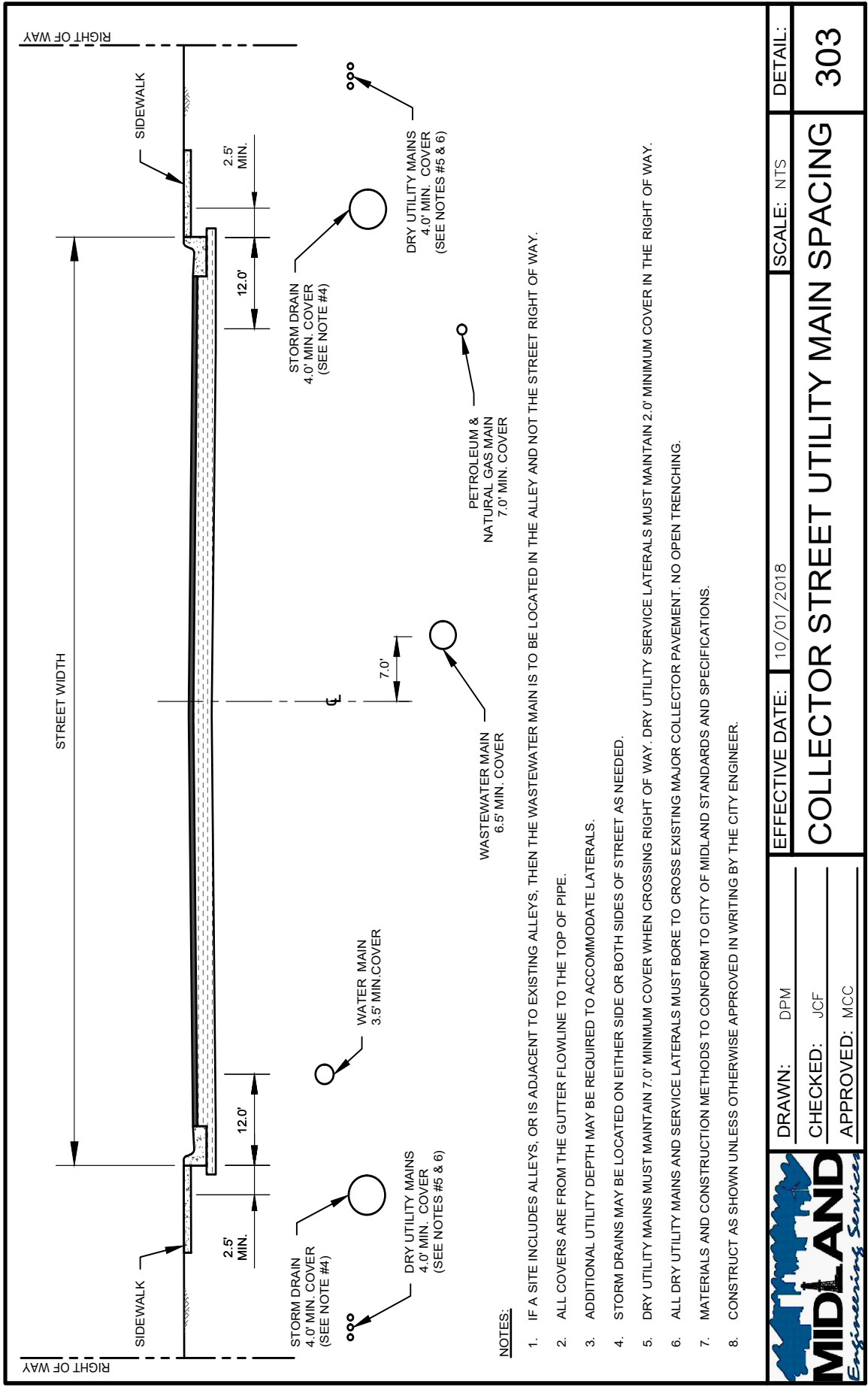
Updated
08/07

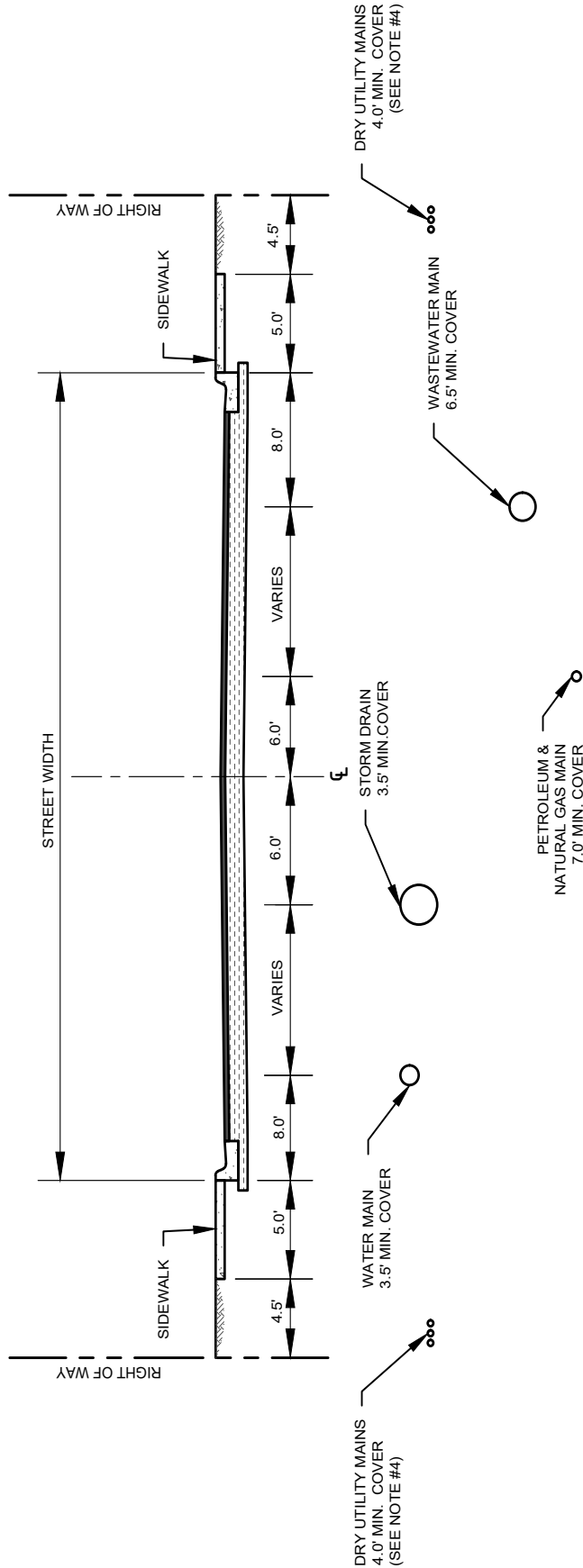
City of Midland Water, Wastewater, & Fire Hydrant Taps Expanded Program 05 Details



1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL DIMENSIONS SHOWN ARE FROM BACK OF CURB. WHEN BIKE LANES ARE PRESENT CENTER UTILITIES IN THE OUTER VEHICLE TRAVEL LANE.
3. FIRE HYDRANTS PLACED AT INTERSECTIONS TO BE PLACED IN LINE WITH A FILLET BEGINNING-OF-RADIUS OR A FILLET END-OF-RADIUS.
4. FIRE HYDRANTS PLACED AT MID-BLOCK TO BE PLACED IN LINE WITH A LOT LINE.
5. FIRE HYDRANT COVERAGE DOES NOT EXTEND ACROSS ARTERIALS OR MAJOR COLLECTORS. FIRE HYDRANTS MAY BE REQUIRED ON BOTH SIDES OF A STREET OR INTERSECTION AT THESE LOCATIONS.
6. CLEANOUTS ARE TO BE INSTALLED BY THE PROPERTY OWNER.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.







NOTES:

1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM

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APPROVED: MCC

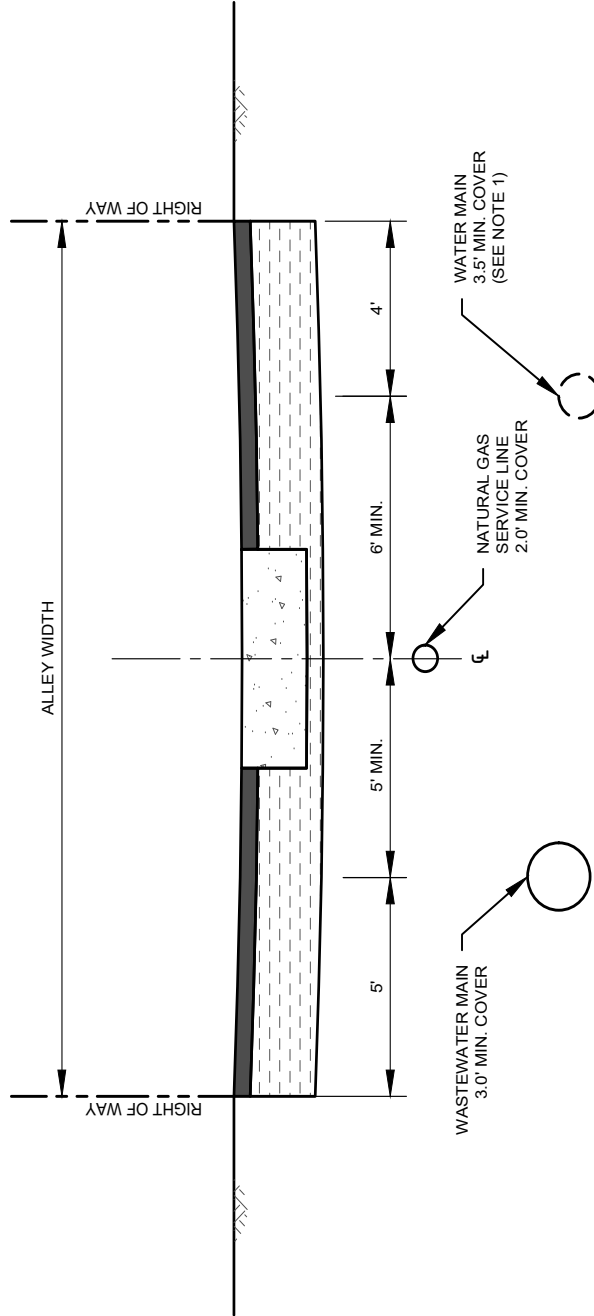
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

LOCAL STREET UTILITY MAIN SPACING

304



NOTES:

1. WATER MAIN LOCATION APPLIES FOR EXCEPTIONS ONLY. THE CITY STANDARD REMAINS LOCATING WATER MAINS IN STREETS. WHEN WATER MAINS ARE NOT EXISTING OR PROPOSED IN AN ALLEY THE EXPECTATION IS FOR DRY UTILITIES TO UTILIZE THIS ALIGNMENT LOCATION.
2. ALL COVERS ARE FROM THE ALLEY INVERT TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. ALL DRY UTILITY LINES MUST MAINTAIN 2.0' MINIMUM COVER WHEN CROSSING RIGHT OF WAY, AND MUST MAINTAIN 5.0' MINIMUM HORIZONTAL SEPARATION DISTANCE FROM ALL PUBLIC UTILITY MAINS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



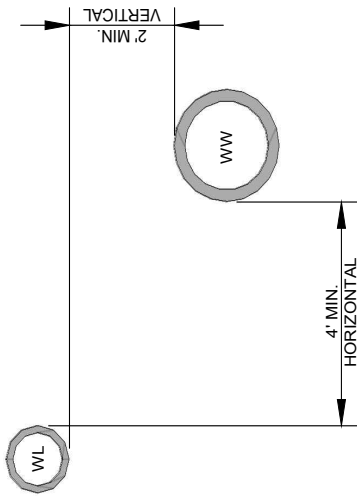
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APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

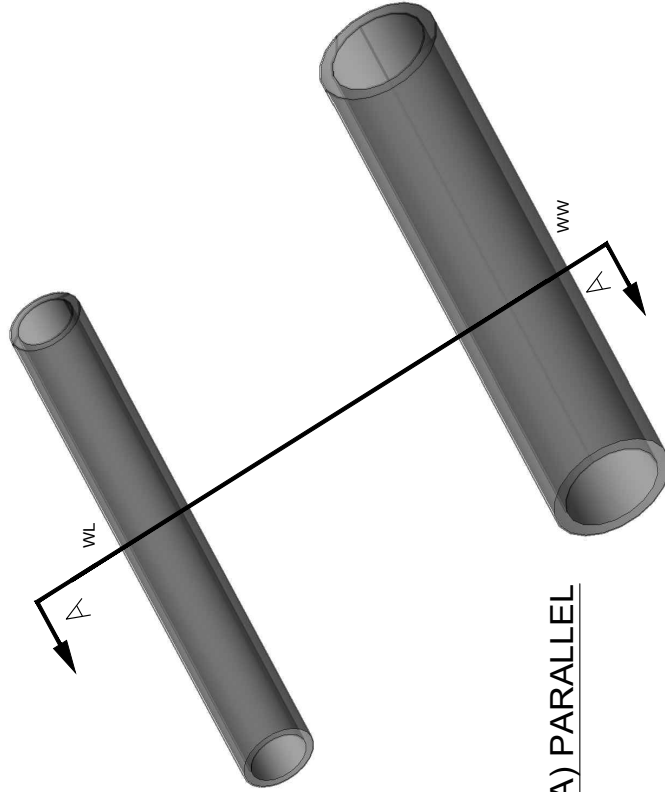
STANDARD ALLEY UTILITY MAIN SPACING

SCALE: NTS

DETAIL: 305



SECTION 'A-A'



(A) PARALLEL

NOTES:

1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
3. WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY. THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
4. WHERE WATER MAINS ARE LOCATED IN PARALLEL WITH NEW WASTEWATER MAINS, WASTEWATER MAINS MUST BE CONSTRUCTED AT LEAST 150 PSI PRESSURE CLASS, CORROSION RESISTANT, NON-BRITTLE PIPE SUCH AS CIP, DIP, OR PVC PIPE THAT IS DESIGNED TO SEAL AT ATMOSPHERIC PRESSURE. EXISTING WASTEWATER MAINS IN PARALLEL THAT ARE LEAKING OR ARE DISTURBED AND THEN BEGIN TO LEAK MUST BE REPLACED WITH 150 PSI PRESSURE-RATED PIPE.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



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EFFECTIVE DATE: 10/01/2018

PARALLEL WATER & WASTEWATER

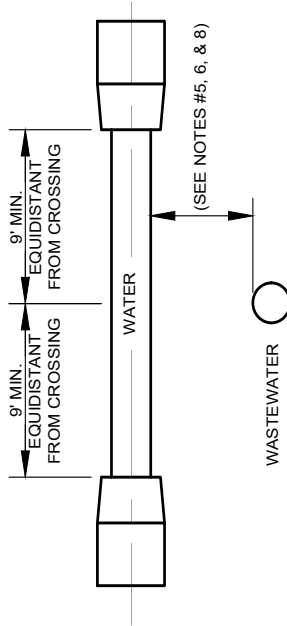
SPACING

SCALE: NTS

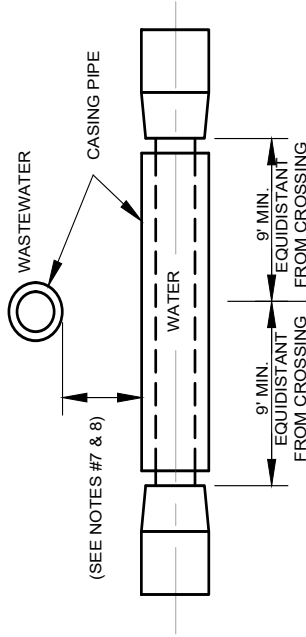
306

DETAIL:

NEW WATER OVER WASTEWATER



NEW WATER UNDER WASTEWATER



NOTES:

- SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
- WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
- THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
- CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. NEW WATER MAIN IS TO CROSS WASTEWATER MAIN AT 90° ANGLE.
- NEW WATER MAINS ARE TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING NON-PRESSURE RATED WASTEWATER MAIN, AND NO LESS THAN 0.5' VERTICAL SEPARATION OVER THE OUTER EDGE OF ANY EXISTING PRESSURE-RATED (150 PSI) WASTEWATER MAIN.
- VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
- NEW WATER MAIN CROSSING BENEATH NEW OR EXISTING WASTEWATER MAIN TO HAVE NO LESS THAN 2.0' VERTICAL SEPARATION FROM WASTEWATER MAIN WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING.
- VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
- WHEN CROSSING AN EXISTING WASTEWATER MAIN AND IT IS DISTURBED OR SHOW SIGNS OF LEAKING, THE WASTEWATER MAIN MUST BE REPLACED AT LEAST 9.0' IN BOTH DIRECTIONS FROM THE CROSSING WITH AT LEAST 150 PSI PRESSURE-RATED PIPE EMBEDDED IN CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS / CUBIC YARD) FOR A TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 1.0' BEYOND THE JOINT ON EACH END.
- MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



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APPROVED: MCC

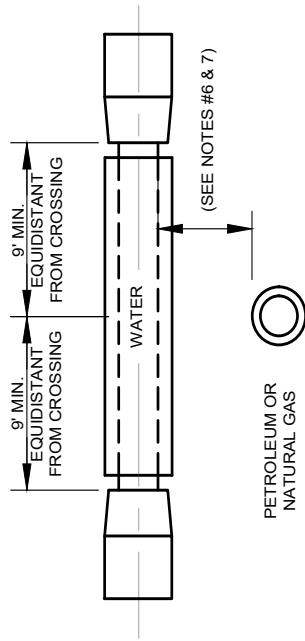
EFFECTIVE DATE: 10/01/2018

NEW WATER MAIN CROSSING WASTEWATER MAIN

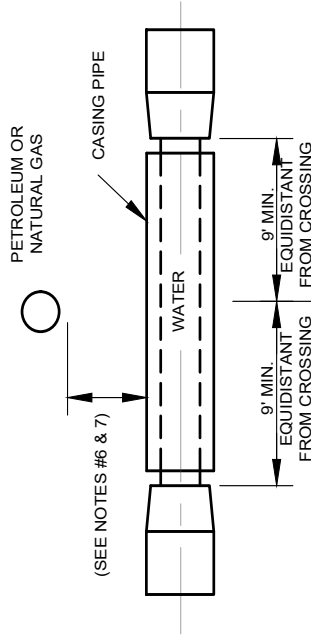
SCALE: NTS

307

NEW WATER OVER PETROLEUM & NATURAL GAS



NEW WATER UNDER PETROLEUM & NATURAL GAS



NOTES:

- SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
- IF AN EXISTING PETROLEUM OR NATURAL GAS LINE PREDATES A PUBLIC ROW OR EASEMENT THAT THE WATER MAIN IS LOCATED IN THEN THE WATER MAIN DESIGN AND CONSTRUCTION MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS AS PER THE PETROLEUM OR NATURAL GAS LINE OWNER'S STANDARDS.
- PETROLEUM OR NATURAL GAS LINES AND MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
- THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
- CENTER NEW WATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUIDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WATER MAIN TO CROSS PETROLEUM OR NATURAL GAS LINE AT 90° ANGLE.
- NEW WATER MAIN CROSSING OVER OR BENEATH NEW OR EXISTING PETROLEUM OR NATURAL GAS LINES TO BE ENCASED IN MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF PETROLEUM OR NATURAL GAS LINES TO BE NO LESS THAN 2.0'.
- VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
- MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



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APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

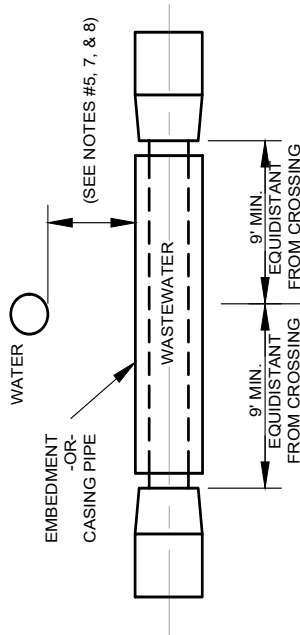
NEW WATER MAIN CROSSING
PETROLEUM AND NATURAL GAS LINE

SCALE: NTS

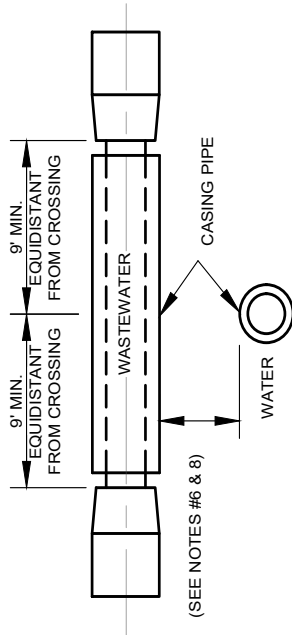
308

DETAIL:

NEW WASTEWATER UNDER WATER



NEW WASTEWATER OVER WATER



NOTES:

- SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
- WASTEWATER MAINS AND MANHOLES MUST BE LOCATED AT LEAST 9.0' FROM ALL WATER MAINS IN ALL DIRECTIONS. IF THIS IS NOT POSSIBLE THEN AN ENGINEERING REPORT IS REQUIRED PER TAC TO JUSTIFY WHY, AND THE REQUIREMENTS OF THIS DETAIL WILL APPLY.
- THIS DETAIL IS INTENDED TO COMPLY WITH TAC 217.53(d) AND TAC 290.44(e). IF TAC AND THIS DETAIL DIFFER THEN THE MORE RESTRICTIVE STANDARD GOVERNS.
- CENTER NEW WASTEWATER MAIN PIPE SEGMENT ON CROSSING SO THAT ALL PIPE SEGMENT JOINTS ARE EQUITDISTANT AND AT LEAST 9.0' HORIZONTALLY FROM THE CENTERLINE OF THE CROSSING. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
- NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
 - WASTEWATER MAIN PIPE TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG CEMENT STABILIZED SAND ENCASEMENT (2.5 SACKS/CUBIC YARD) CENTERED ON THE CROSSING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
 - WASTEWATER MAIN PIPE TO BE HEAVY-WALL GRAVITY PIPE SDR-26 D3034 OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 0.5'.
- NEW WASTEWATER MAIN CROSSING OVER NEW OR EXISTING WATER MAIN TO BE PRESSURE RATED SDR-26 D2241 PIPE OR APPROVED EQUAL FROM MANHOLE TO MANHOLE WITH MINIMUM 18.0' LONG PIPE ENCASEMENT CENTERED ON THE CROSSING. SEE CITY DETAIL 805 FOR PIPE CASING. VERTICAL SEPARATION FROM OUTER EDGE OF WATER MAIN TO BE NO LESS THAN 2.0'.
- NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
- VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
- MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



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CHECKED: JCF
APPROVED: MCC

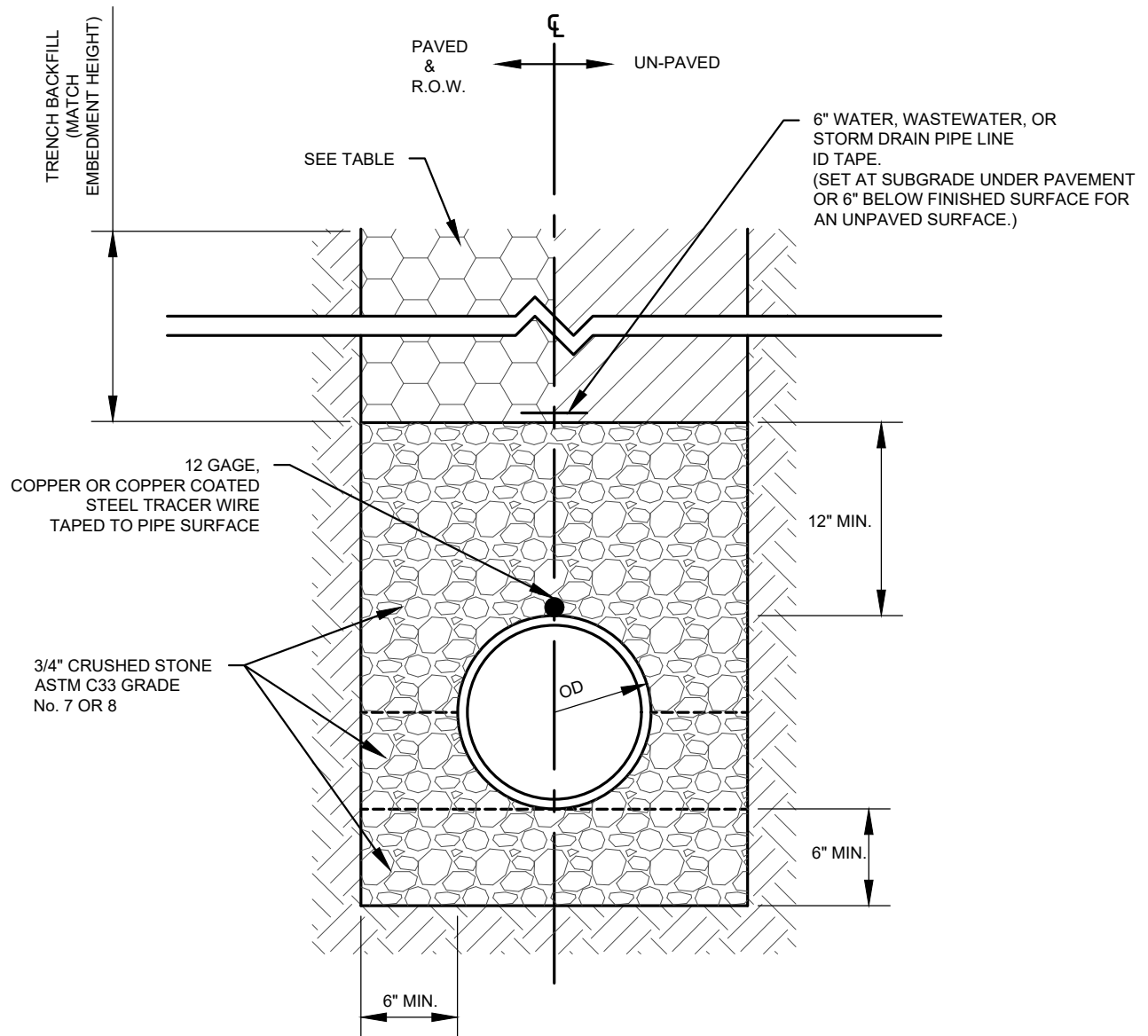
EFFECTIVE DATE: 10/01/2018

NEW WASTEWATER MAIN CROSSING
WATER MAIN

SCALE: NTS

309

DETAIL:

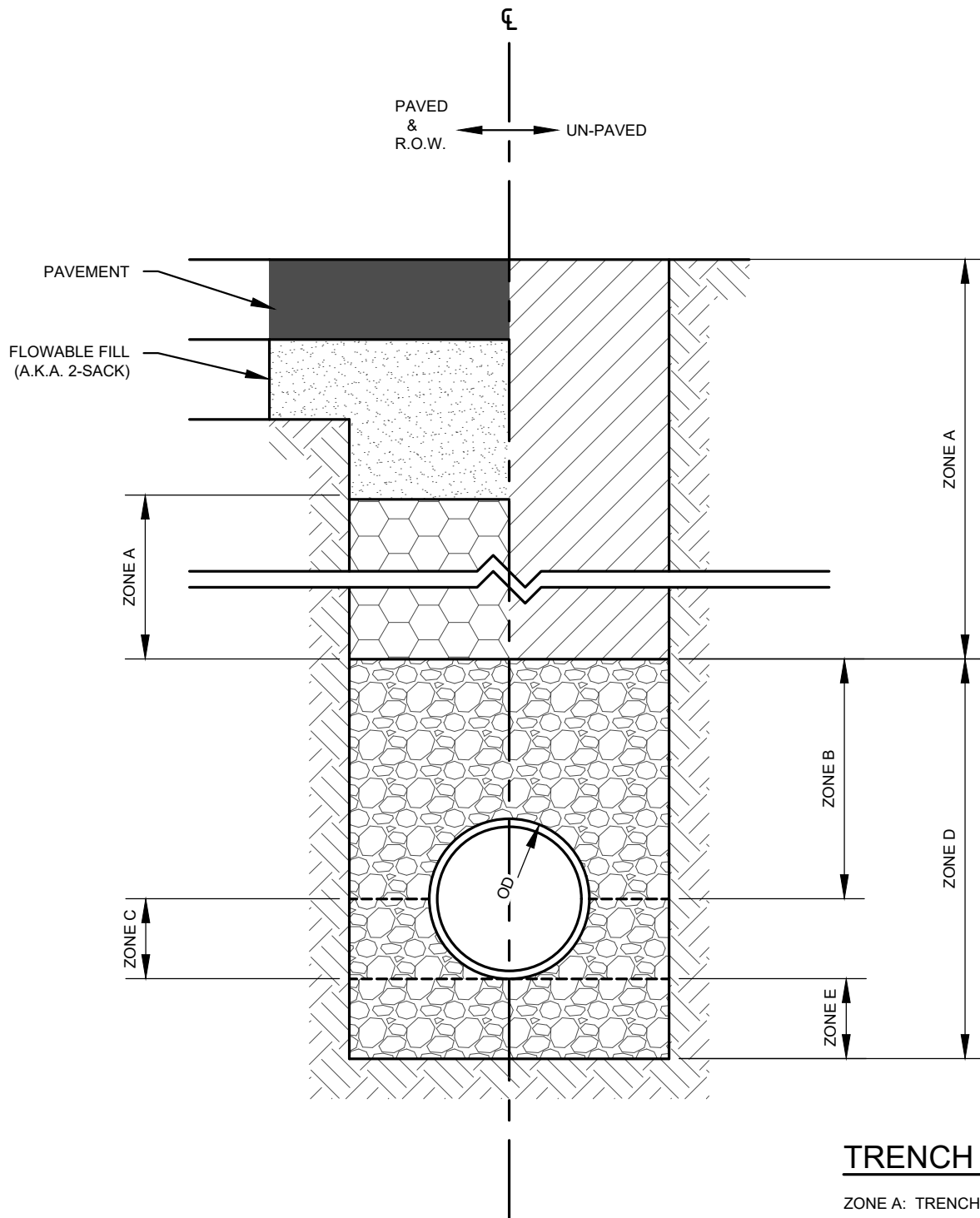


TRENCH BACKFILL NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. UTILIZE SELECT FILL BACKFILL BENEATH ALL PAVED SURFACES. NATIVE MATERIAL BACKFILL CAN ONLY BE USER FOR UNPAVED TRENCH CONDITIONS IF BACKFILL MATERIAL IS ≤ 30 LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN $\leq 2"$.
4. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
5. PLACE TRENCH BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
6. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS.
7. PLACE LAYERS B, C, AND E FOUND ON CITY DETAIL 310(B) AS SEPARATE LAYERS.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TRENCHING AND BEDDING 5.357 September 22, 2020		310(A)





TRENCH ZONES:

ZONE A: TRENCH BACKFILL

ZONE B: PIPE BACKFILL

ZONE C: HAUNCHING

ZONE D: PIPE EMBEDMENT

ZONE E: BEDDING

DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

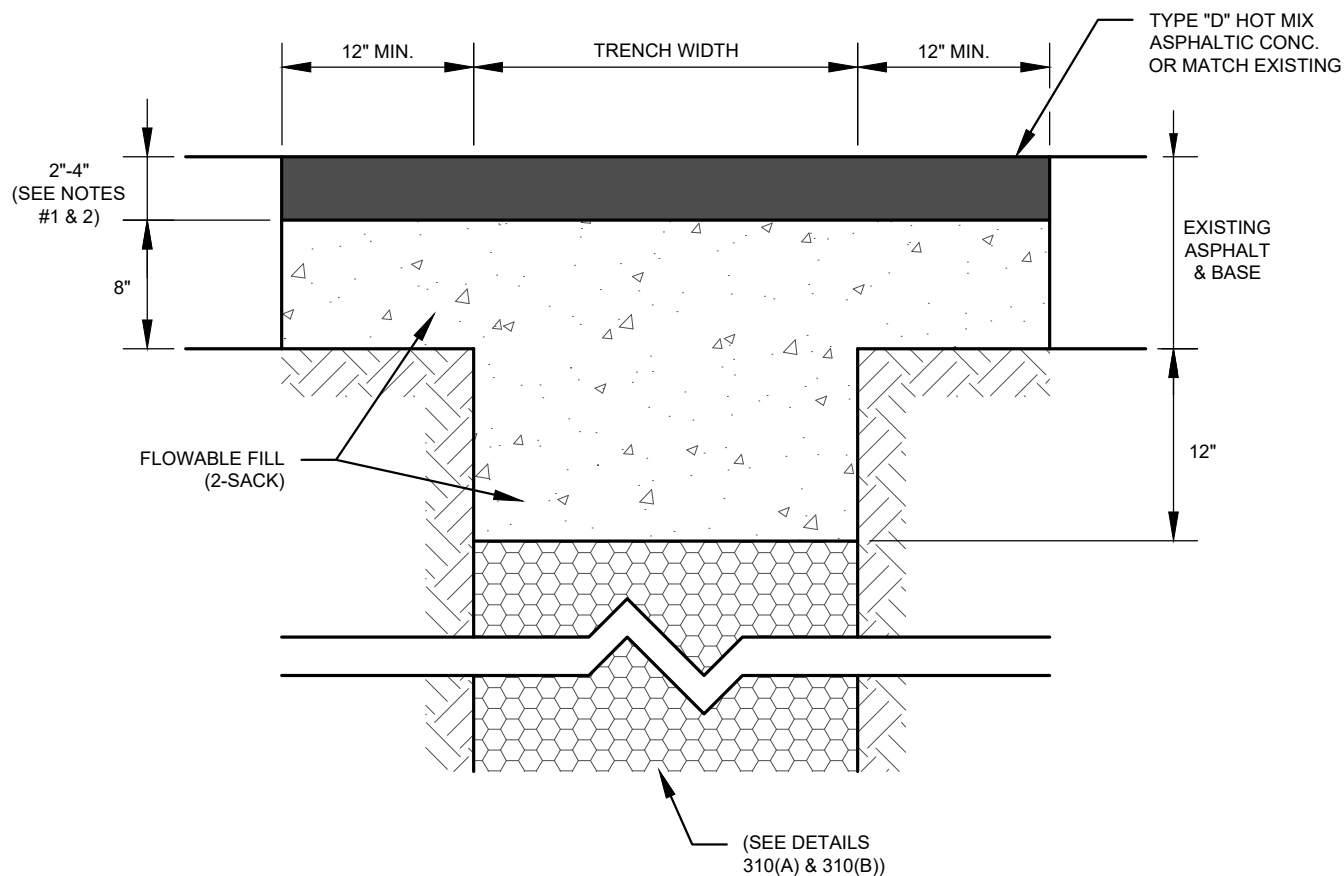


TRENCHING AND BEDDING

5.358

September 22, 2020

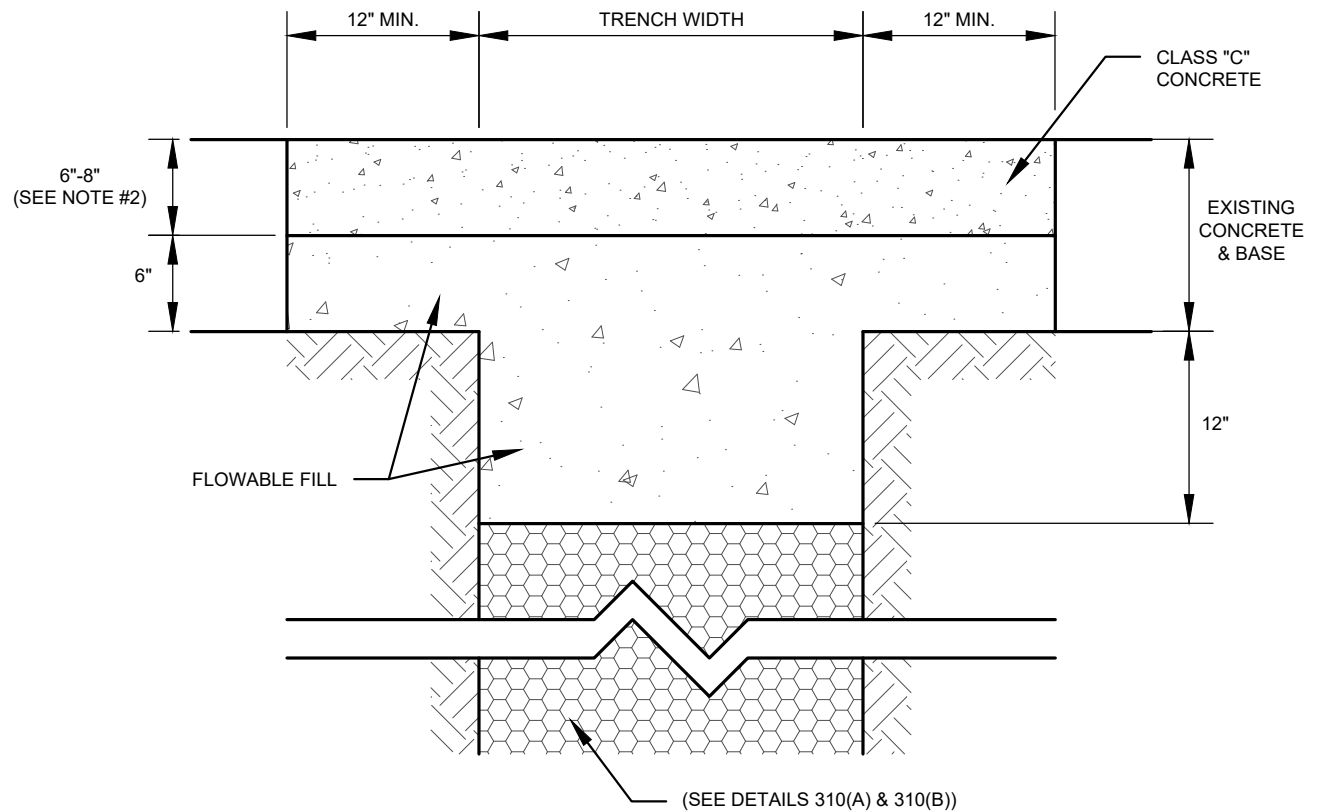
310(B)



NOTES:

1. ASPHALT PAVEMENT THICKNESS TO BE A MINIMUM OF 2" OR MATCH THE EXISTING ASPHALT THICKNESS IF IT IS GREATER THAN 2" THICK.
2. PLACE ASPHALT PAVEMENT IN MAXIMUM 2" LIFTS, 95% MODIFIED COMPACTION.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH ASPHALT AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
ASPHALT TRENCH PAVEMENT REPLACEMENT			311
MIDLAND Engineering Services			September 22, 2020



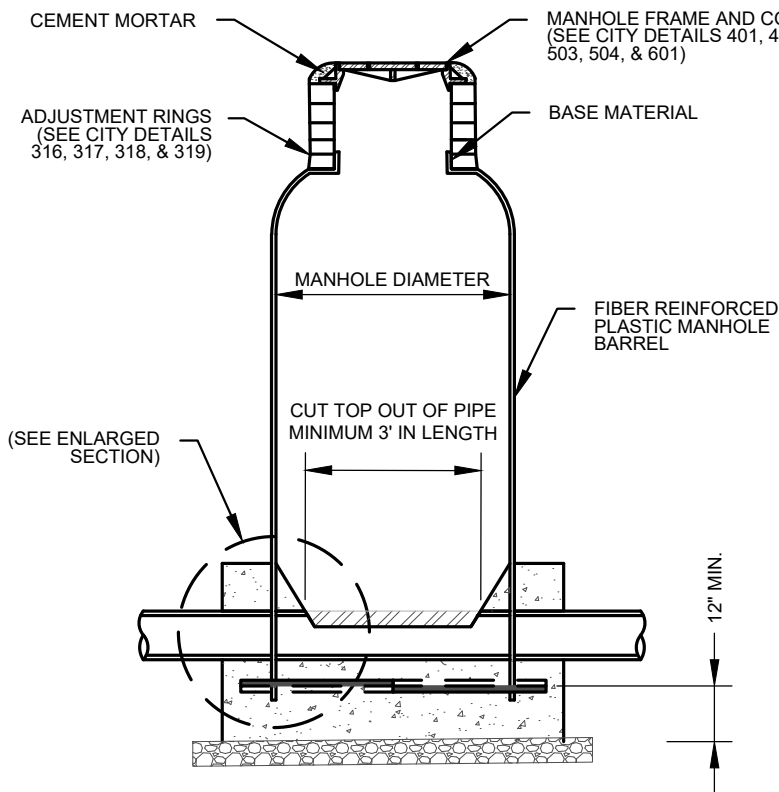
NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE PAVEMENT THICKNESS TO BE A MINIMUM OF 6" OR MATCH THE EXISTING CONCRETE THICKNESS IF IT IS GREATER THAN 6" THICK. CONCRETE PAVEMENT THICKNESS TO BE MINIMUM 8" FOR ARTERIAL PAVEMENT.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. EXTEND BOTH CONCRETE AND FLOWABLE FILL 12" BEYOND THE EDGE OF THE TRENCH ON BOTH SIDES.
5. SEE DETAILS 310(A) AND 310(B) REGARDING TRENCH BACKFILL REQUIREMENTS BENEATH THE FLOWABLE FILL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

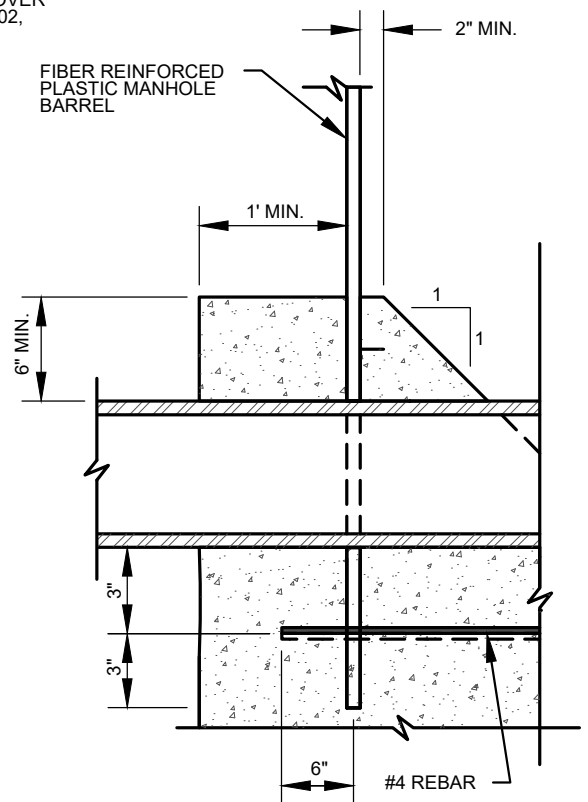
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CONCRETE TRENCH PAVEMENT REPLACEMENT		312



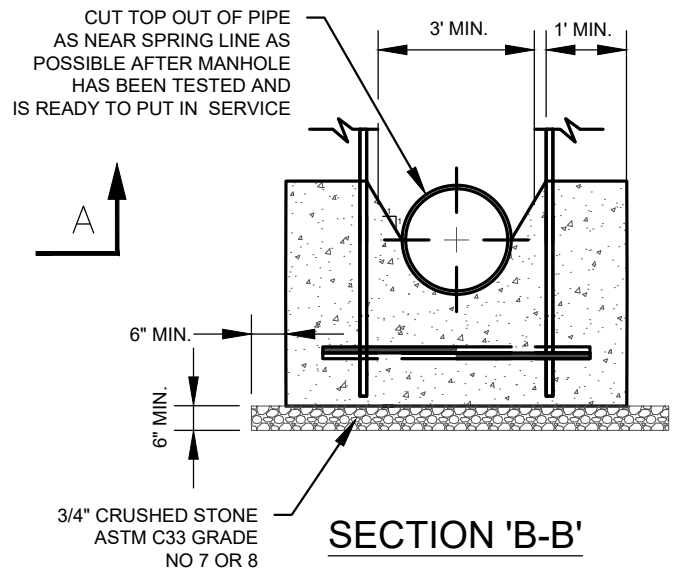
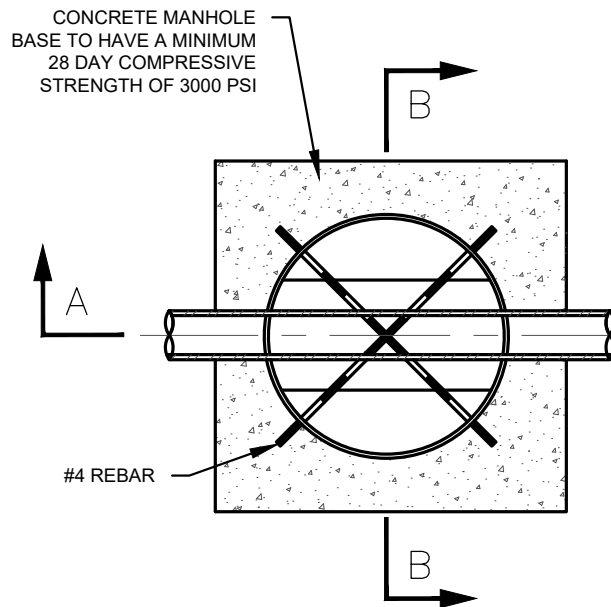
4600 September 22, 2020



SECTION 'A-A'



ENLARGED SECTION



SECTION 'B-B'

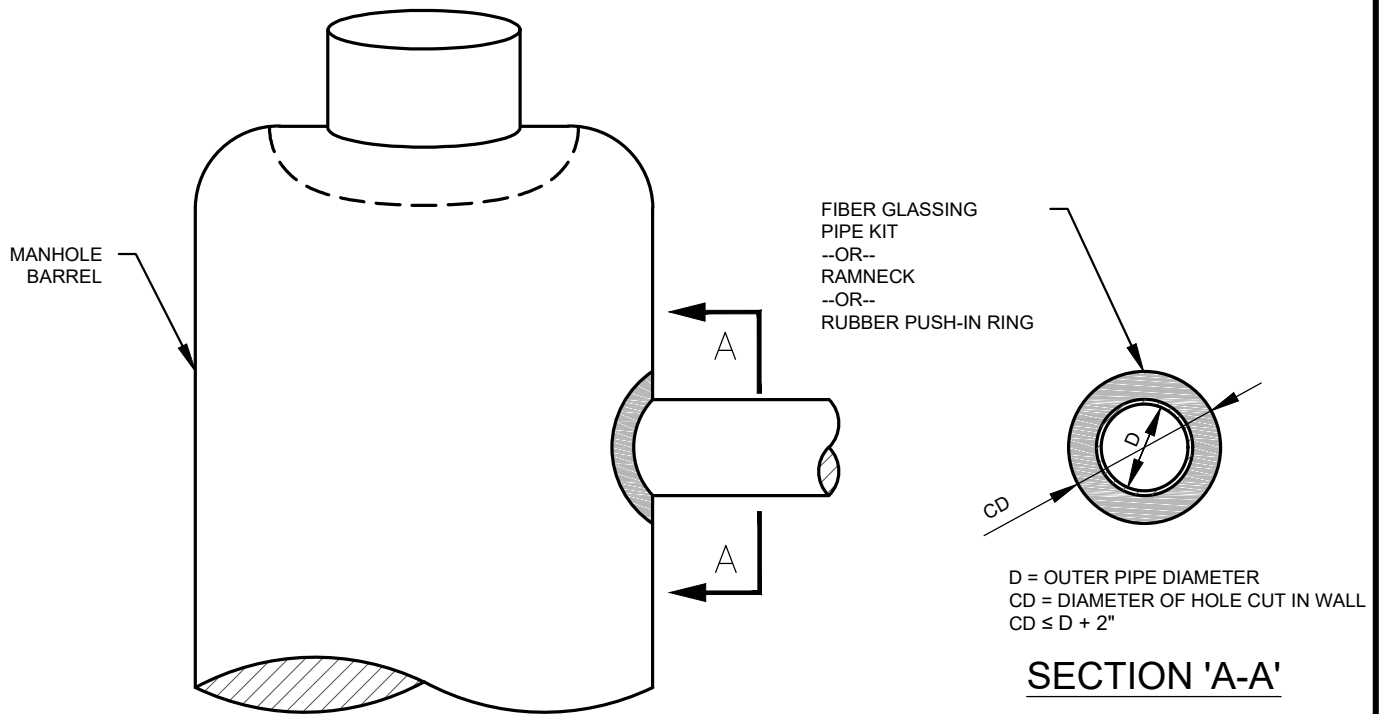
DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
TYPICAL FIBERGLASS MANHOLE		313(A)
5.36		September 22, 2020



NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM		CHECKED: JCF		APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS		DETAIL:	
		TYPICAL FIBERGLASS MANHOLE			313(B)
PACKET 5.362		September 22, 2020			



NOTES:

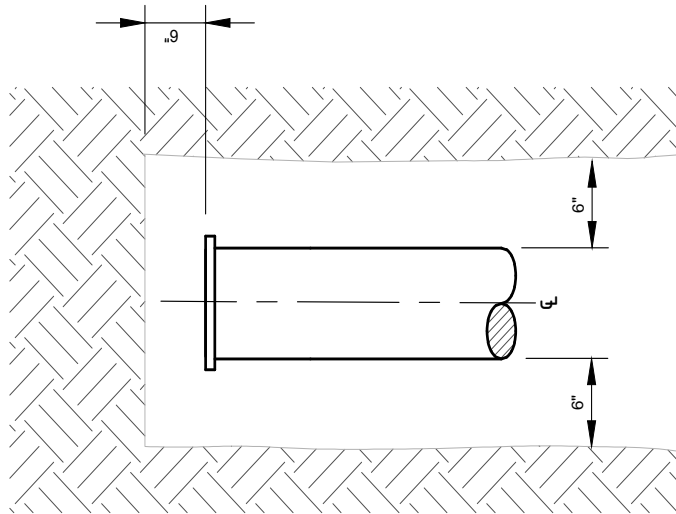
1. THE DIAMETER OF THE CUTOUT IN THE MANHOLE BARREL IS TO BE NO MORE THAN 2.0" WIDER THAN THE OUTER WALL DIAMETER OF THE PENETRATING PIPE.
2. THE PENETRATING PIPE IS TO BE CENTERED IN THE MANHOLE BARREL CUTOUT.
3. PIPES PENETRATING MANHOLE MUST BE MINIMUM 6" DIAMETER, AND SERVICE LINES MUST BE CONSTRUCTED TO CITY WASTEWATER MAIN OR STORM DRAIN STANDARDS WITHIN PUBLIC RIGHT OF WAY OR EASEMENT.
4. FORM FLOW SURFACE AND MOUND CONCRETE AROUND PIPE PENETRATIONS, TO FORM A SEAL, IN ONE CONTINUOUS PLACEMENT OPERATION.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:	
TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION			314



9.263

September 22, 2020



PLUG BLOCKING

NOTES:

1. PLUG ALL WASTEWATER MAIN AND STORM DRAIN STUB OUTS. SECURE PLASTIC PLUG TO END OF STORM DRAIN.
2. FITTINGS TO BE POLY WRAPPED BEFORE BACKFILLING.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC



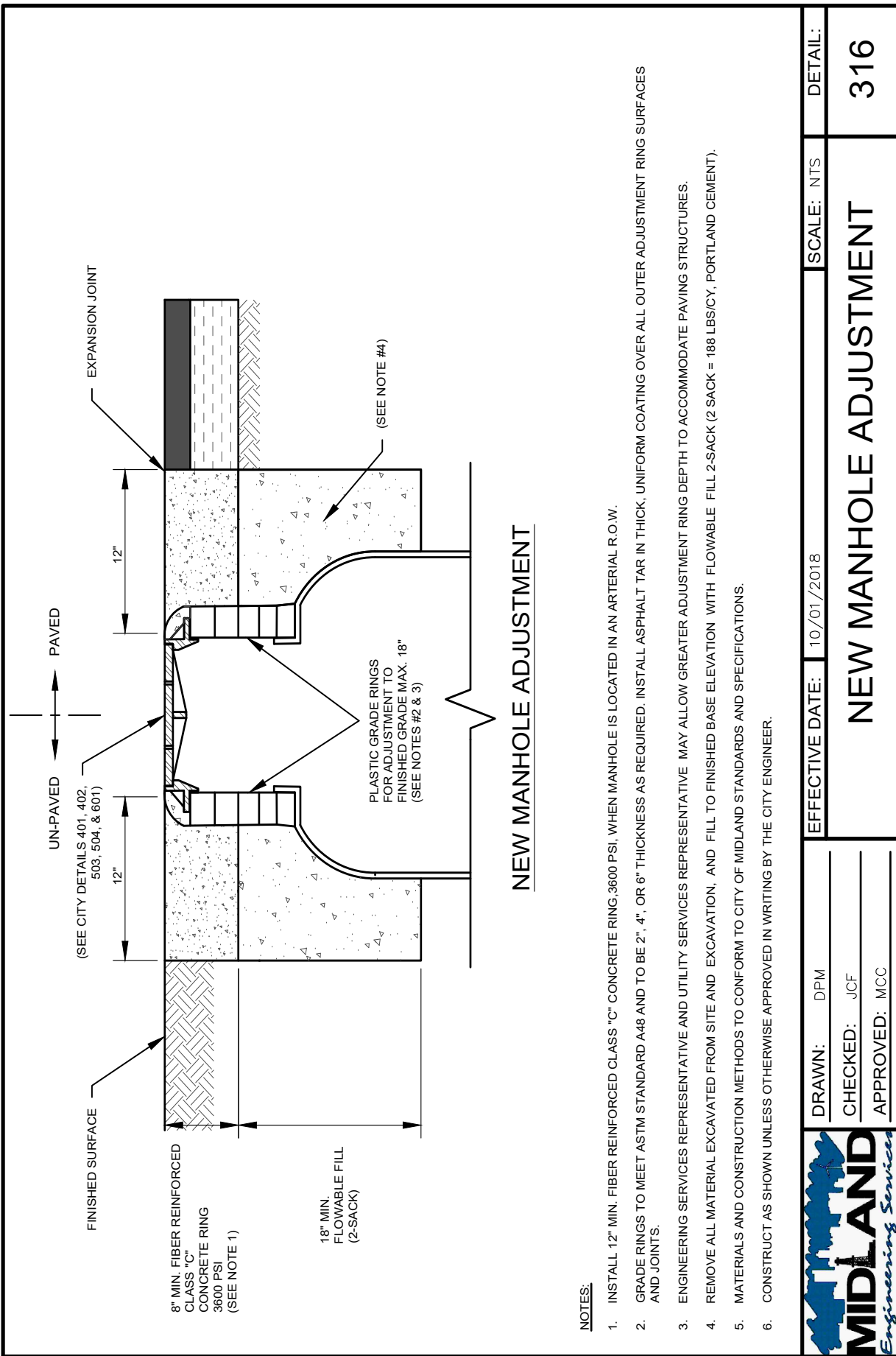
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

GRAVITY MAIN PLUG

315



NOTES:

1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



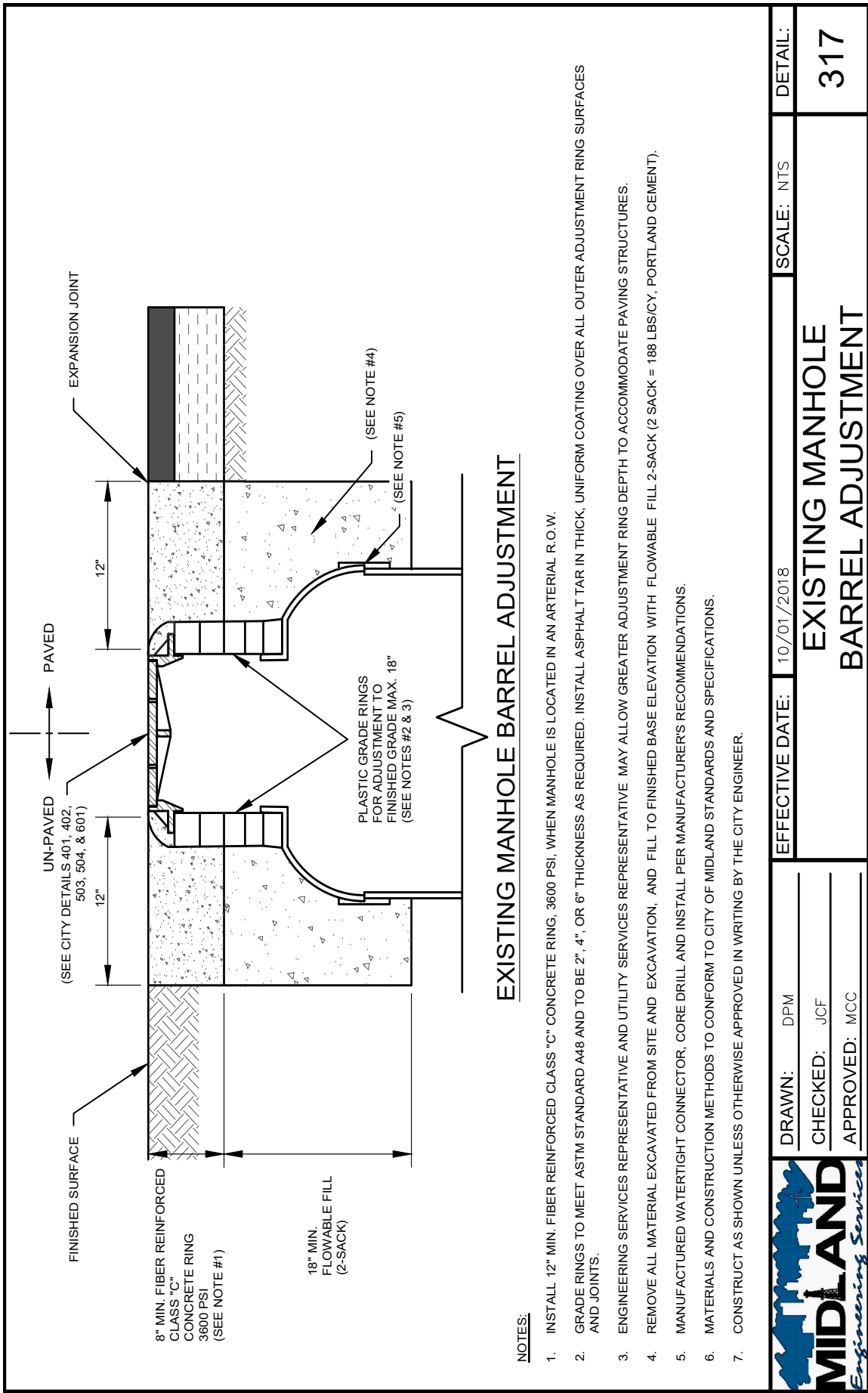
DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

NEW MANHOLE ADJUSTMENT

SCALE: NTS

DETAIL: 316



EXISTING MANHOLE BARREL ADJUSTMENT

NOTES:

- 1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
- 2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
- 3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
- 4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION, AND FILL TO FINISHED BASE ELEVATION WITH FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT).
- 5. MANUFACTURED WATERTIGHT CONNECTOR, CORE DRILL AND INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
- 6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- 7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

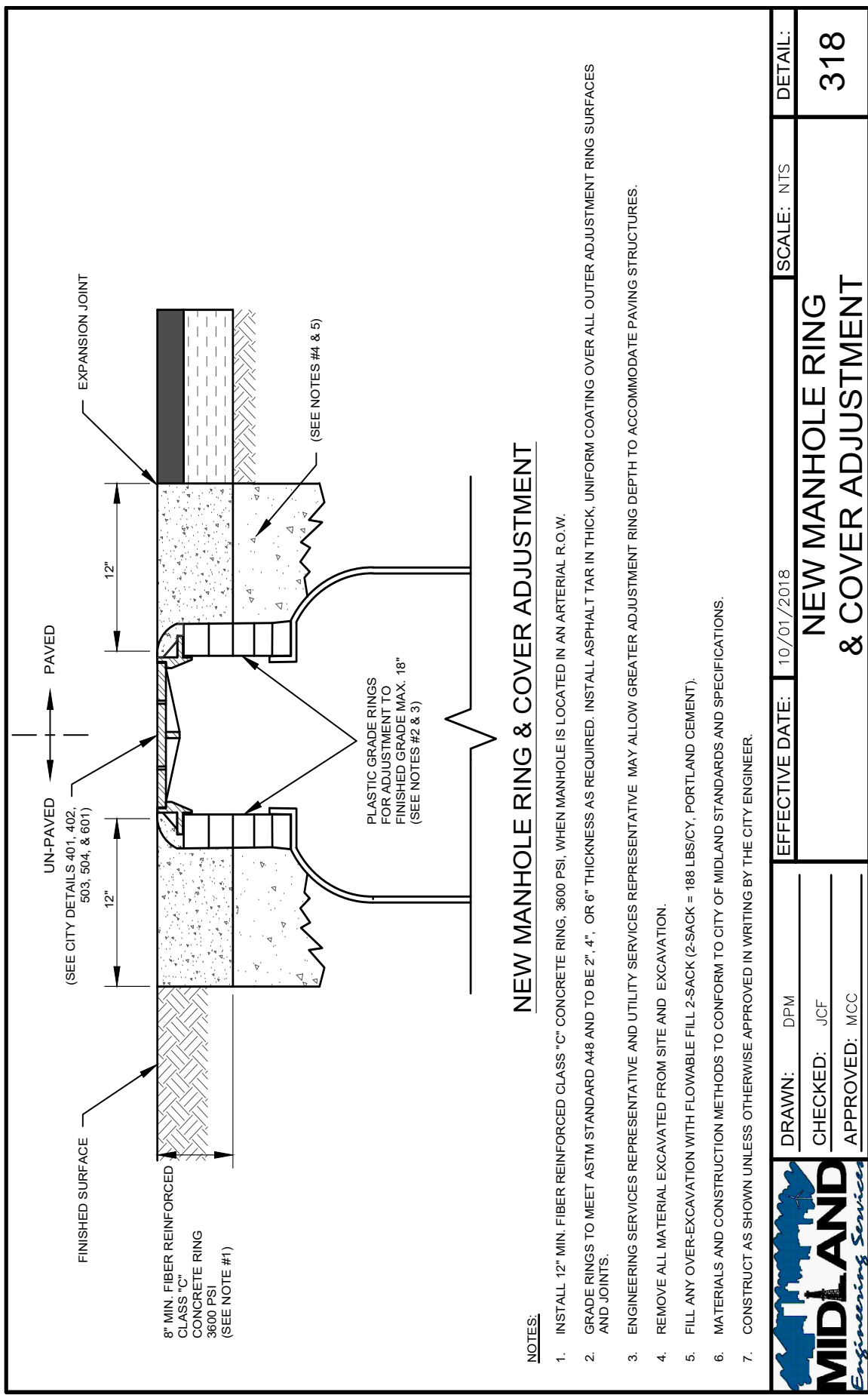
EFFECTIVE DATE: 10/01/2018

EXISTING MANHOLE
BARREL ADJUSTMENT

SCALE: NTS

DETAIL:

317



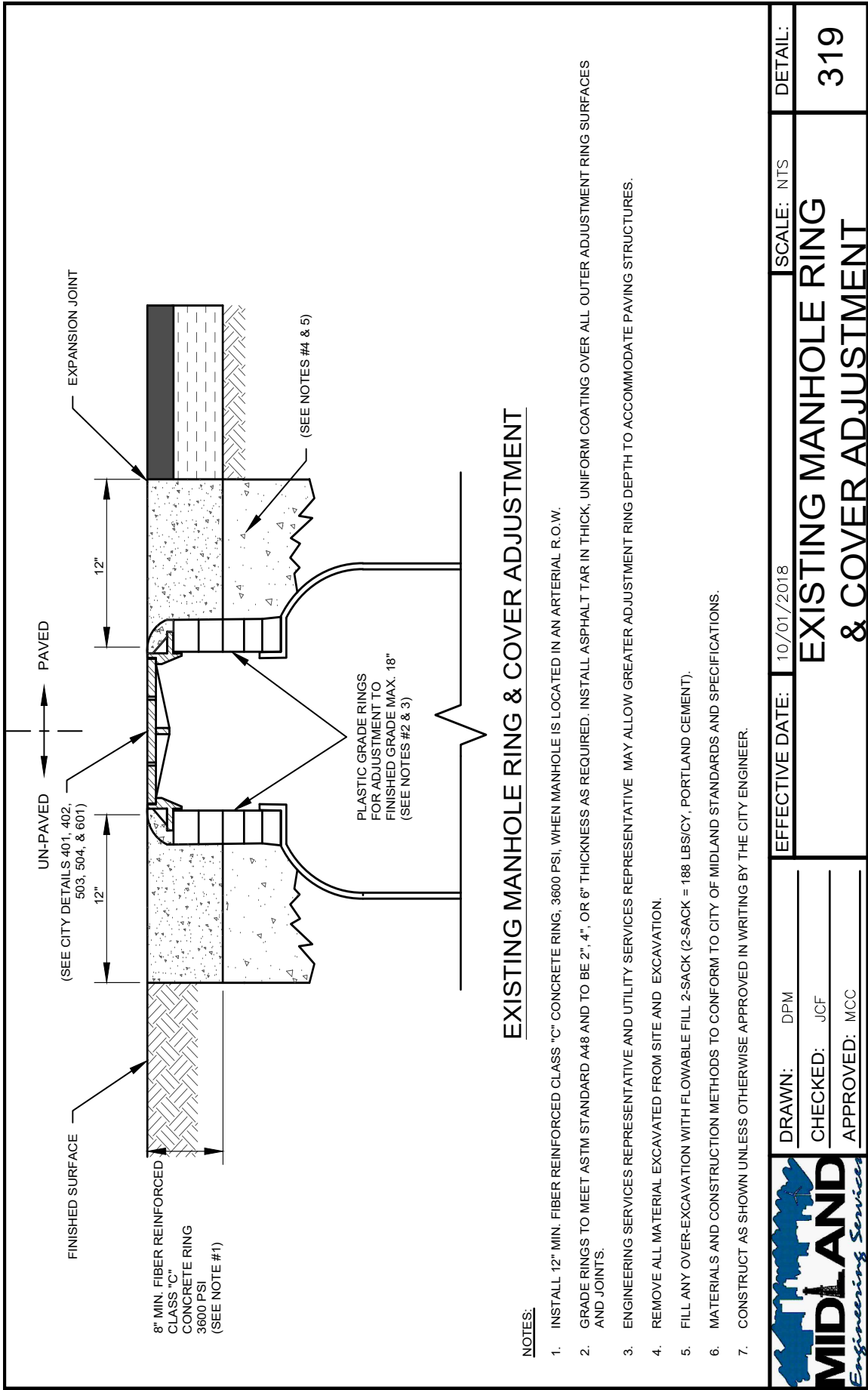
NEW MANHOLE RING & COVER ADJUSTMENT

NOTES:

- 1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
- 2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
- 3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
- 4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
- 5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
- 6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- 7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	NEW MANHOLE RING		
	APPROVED: MCC	& COVER ADJUSTMENT		

318



EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

- 1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
- 2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
- 3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
- 4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
- 5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
- 6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- 7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

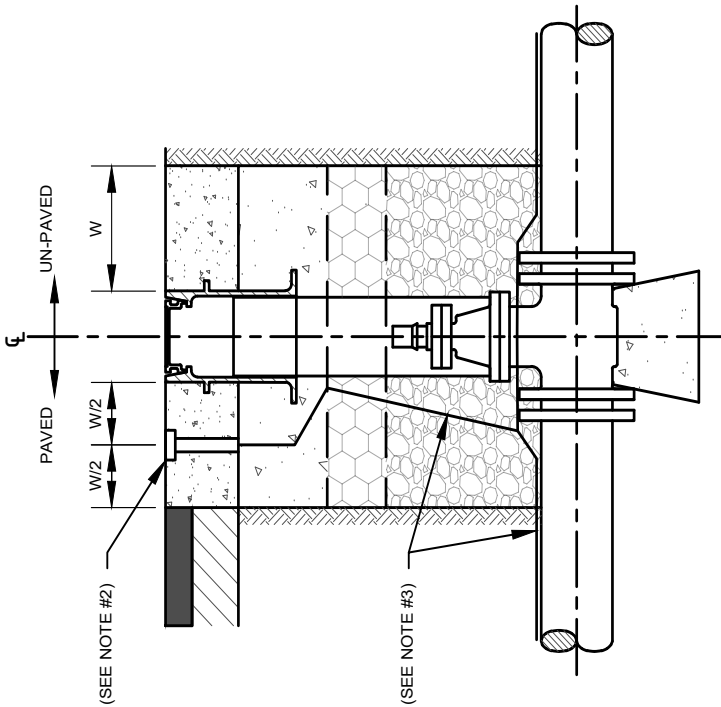
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

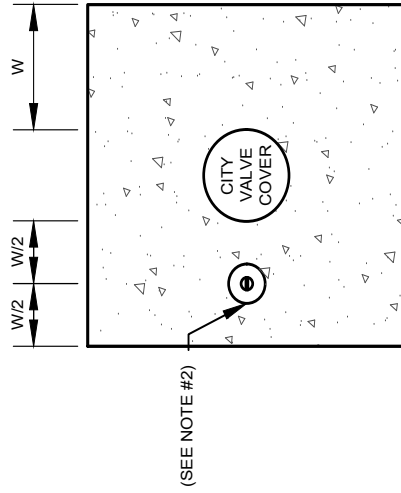
DETAIL:

EXISTING MANHOLE RING
& COVER ADJUSTMENT

319



CROSS SECTION VIEW



PLAN VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY TO END OF TEST STATION. TRACER WIRE TO REMAIN ENTIRELY COVERED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

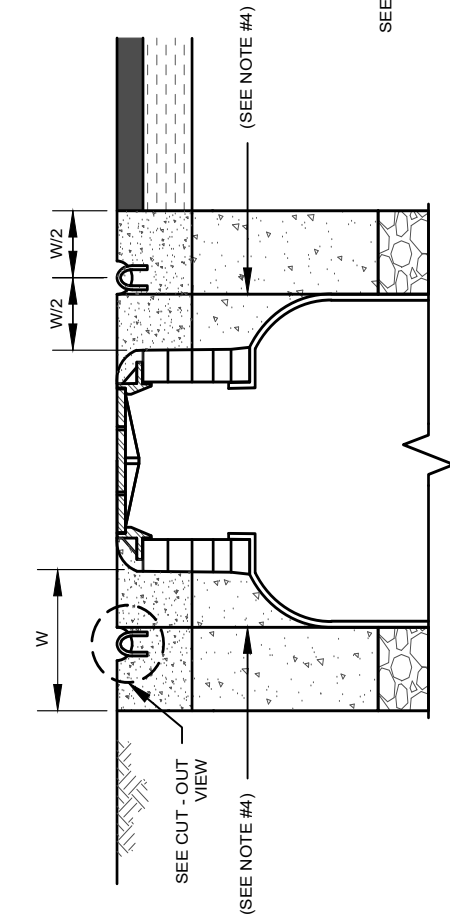
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

VALVE DETECTOR WIRE END

320

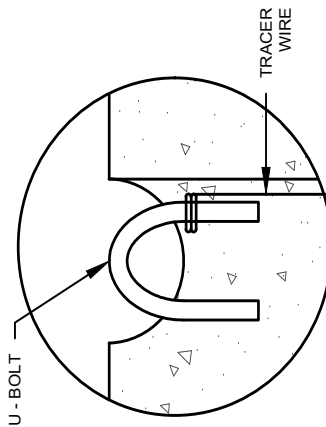


CROSS SECTION VIEW

PLAN VIEW

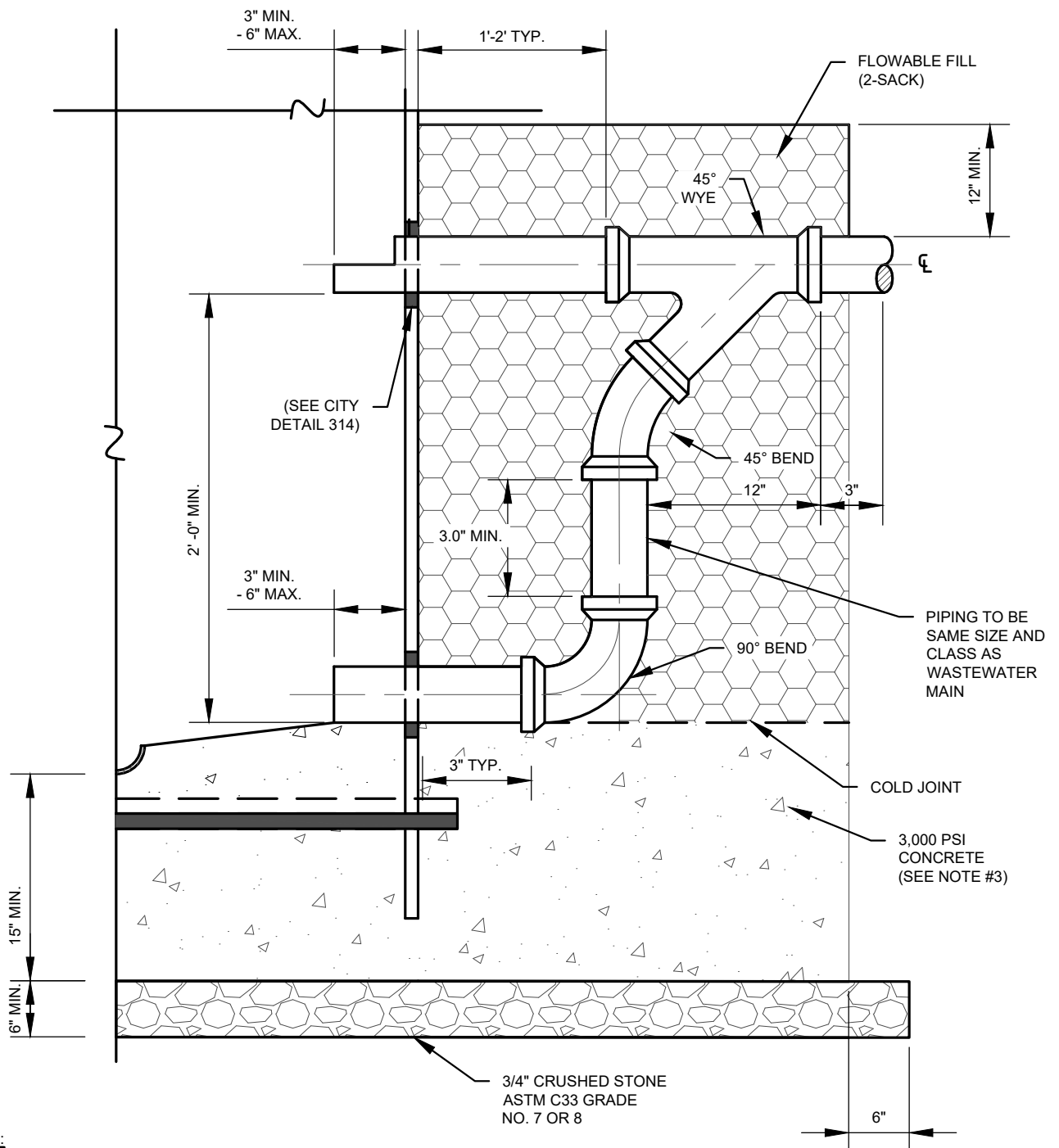
NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUTDOOR EXPOSURE, 1.0" DIAMETER.
3. U - BOLT IS TO BE SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING. THERE IS TO BE A SMALL DEPRESSION IN THE CONCRETE SUFFICIENT TO ALLOW A CLAMP OR WIRE TO BE PLACED AROUND THE EXPOSED METAL.
4. TRACER WIRE PER DETAIL 310(A) TO BE TAPED TO SIDE OF MANHOLE AND WRAPPED SECURELY TO END OF U-BOLT WHEN INSTALLED. TRACER WIRE IS TO REMAIN ENTIRELY COVERED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



CUT - OUT VIEW

 MIDLAND <i>Engineering Services</i>	DRAWN: DPM		EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF APPROVED: MCC				
MANHOLE DETECTOR WIRE END			321		



NOTES:

1. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
2. INSTALL BEND AND WYE AS NEAR TO MANHOLE WALL AS PRACTICAL, USUALLY 3"-4" FROM THE BEND AT THE BOTTOM.
3. ALL CONCRETE TO BE CLASS "A" CONCRETE.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

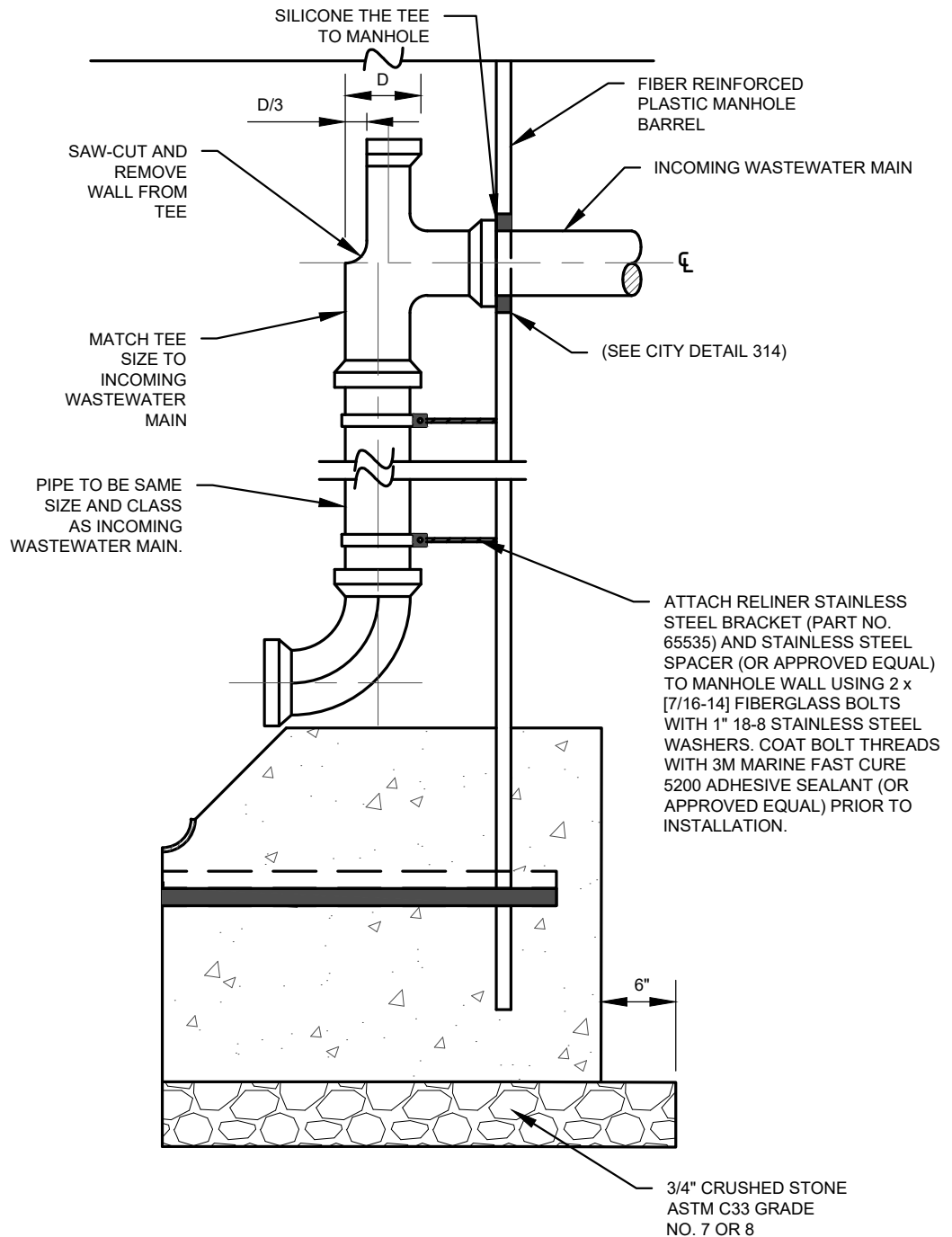


EXTERNAL DROP STRUCTURE

5.371

September 22, 2020

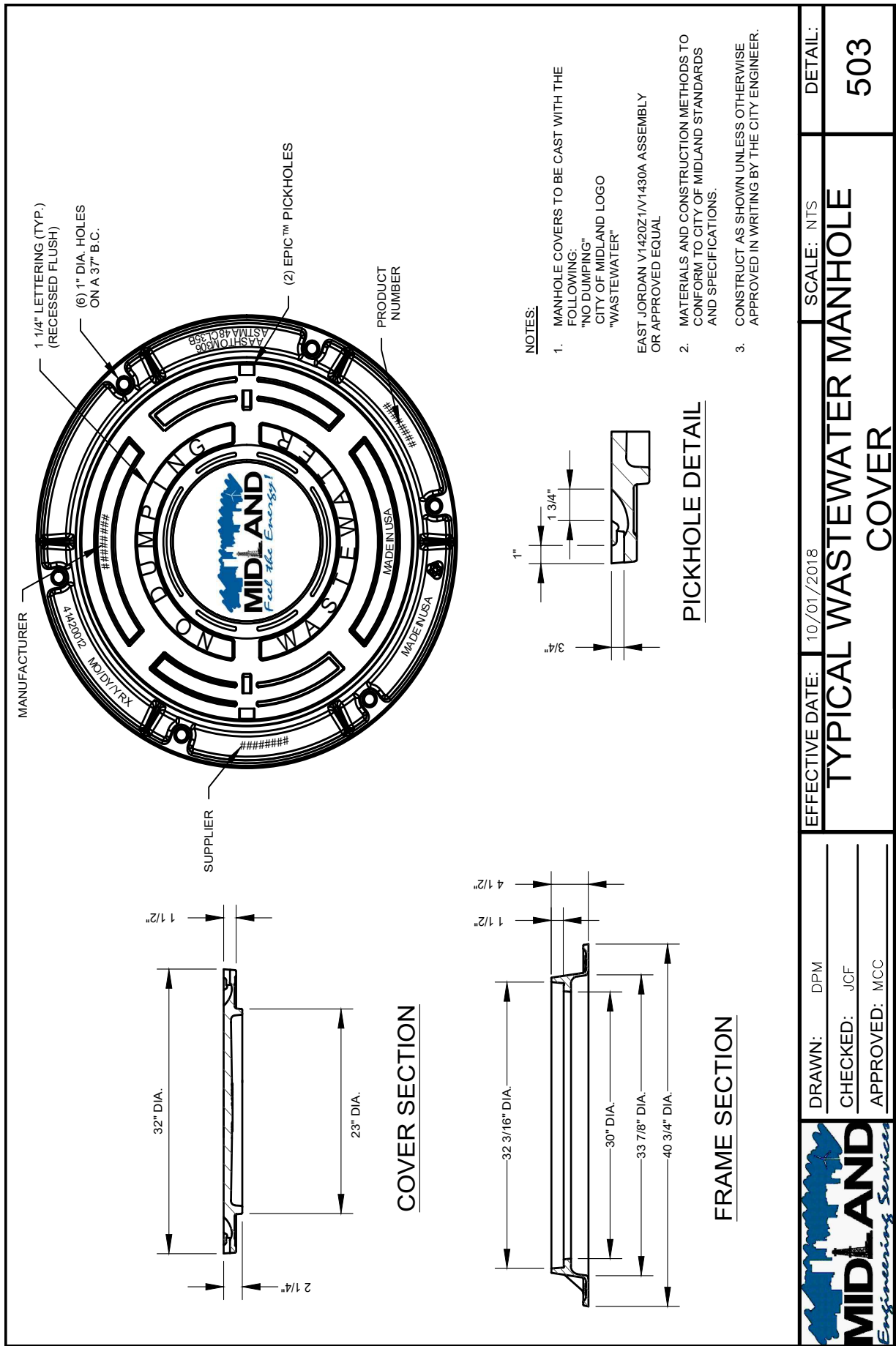
501

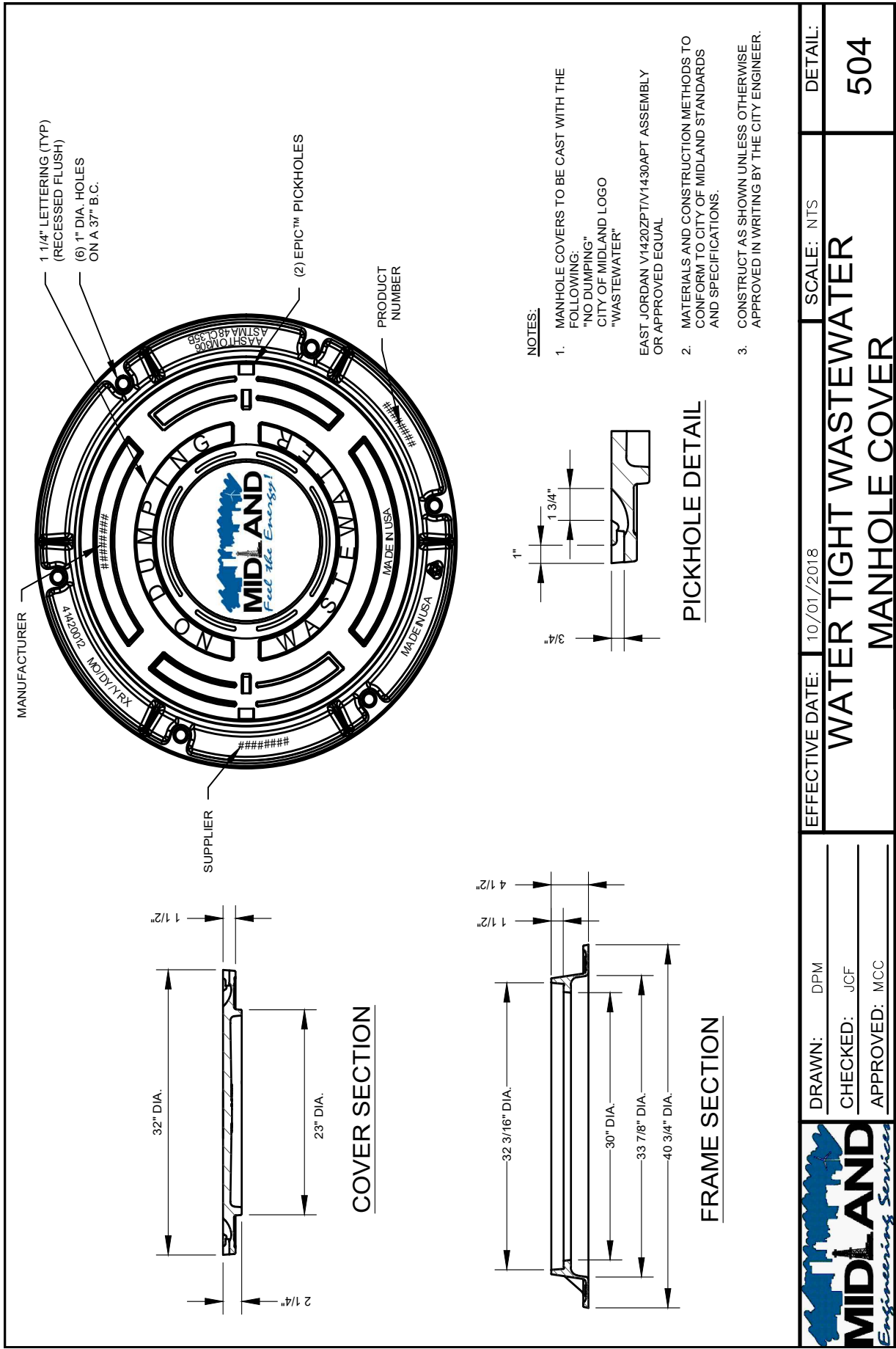


NOTES:

1. THIS DETAIL MAY ONLY BE USED WHEN CONNECTING TO AN EXISTING MANHOLE AND WITH THE PERMISSION OF BOTH THE CITY ENGINEER AND UTILITY DEPARTMENT REPRESENTATIVE.
2. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE:	DETAIL:	
MIDLAND Engineering Services PACKET			INTERNAL DROP STRUCTURE 5.372 September 22, 2020
			502



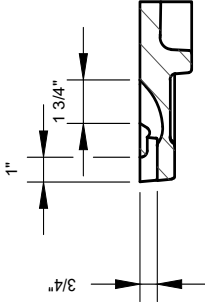


NOTES:

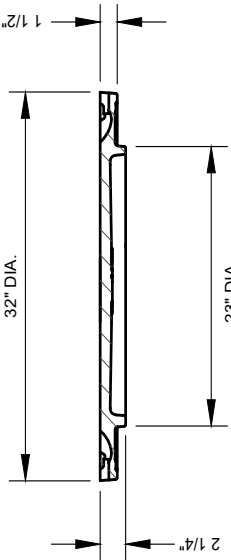
- 1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
"NO DUMPING"
CITY OF MIDLAND LOGO
"WASTEWATER"
- 2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
- 3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

EAST JORDAN V1420ZPTV1430APT ASSEMBLY OR APPROVED EQUAL

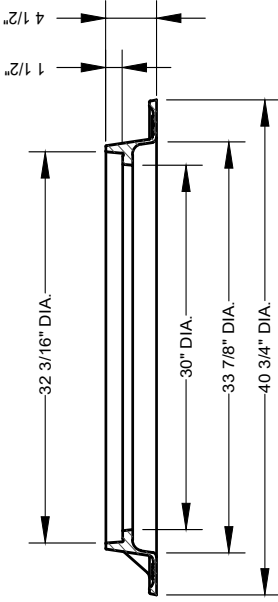
PICKHOLE DETAIL



COVER SECTION



FRAME SECTION



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

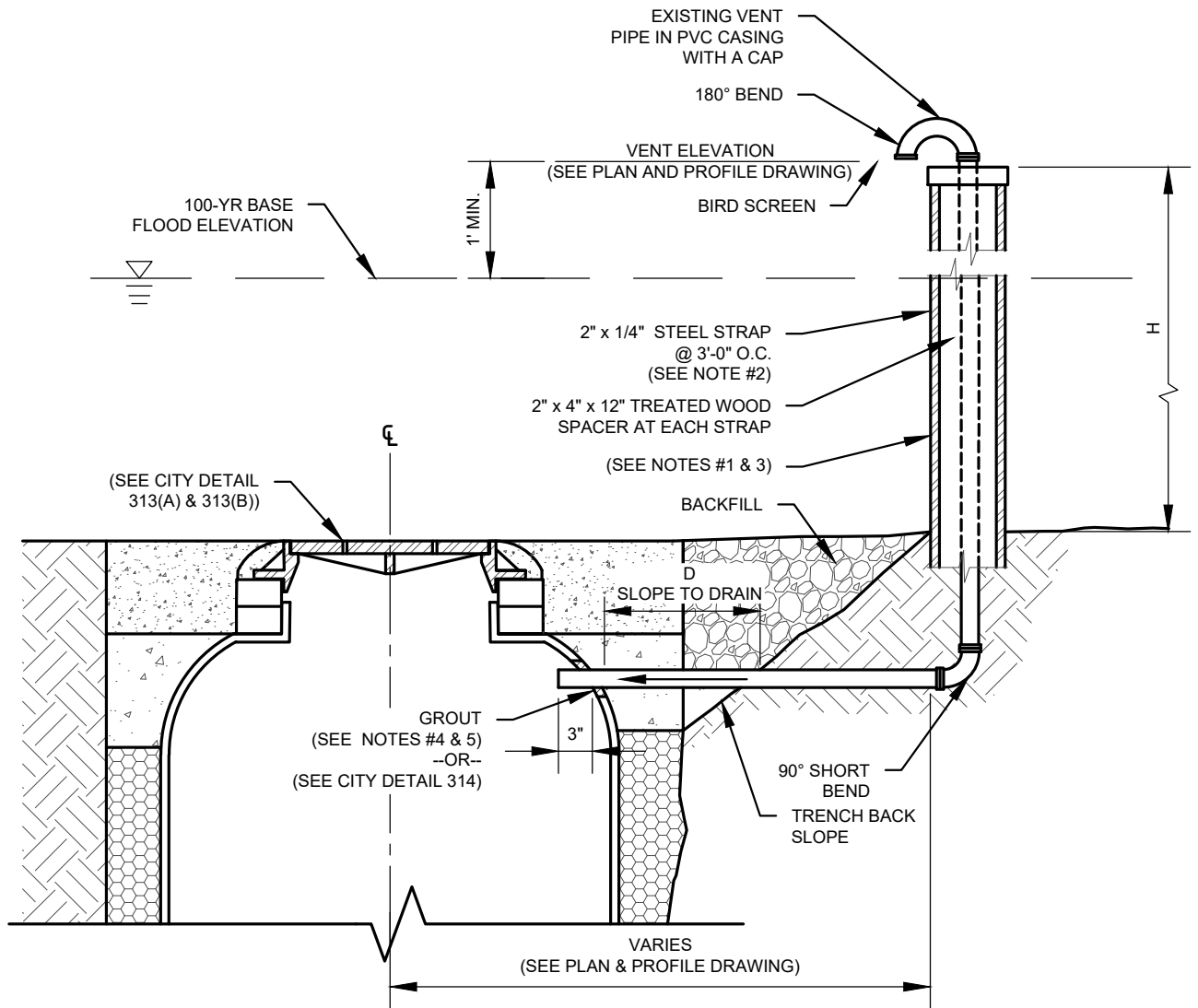
EFFECTIVE DATE: 10/01/2018

WATER TIGHT WASTEWATER
MANHOLE COVER

SCALE: NTS

504

DETAIL:



REMOTE VENT PIPE

NOTES:

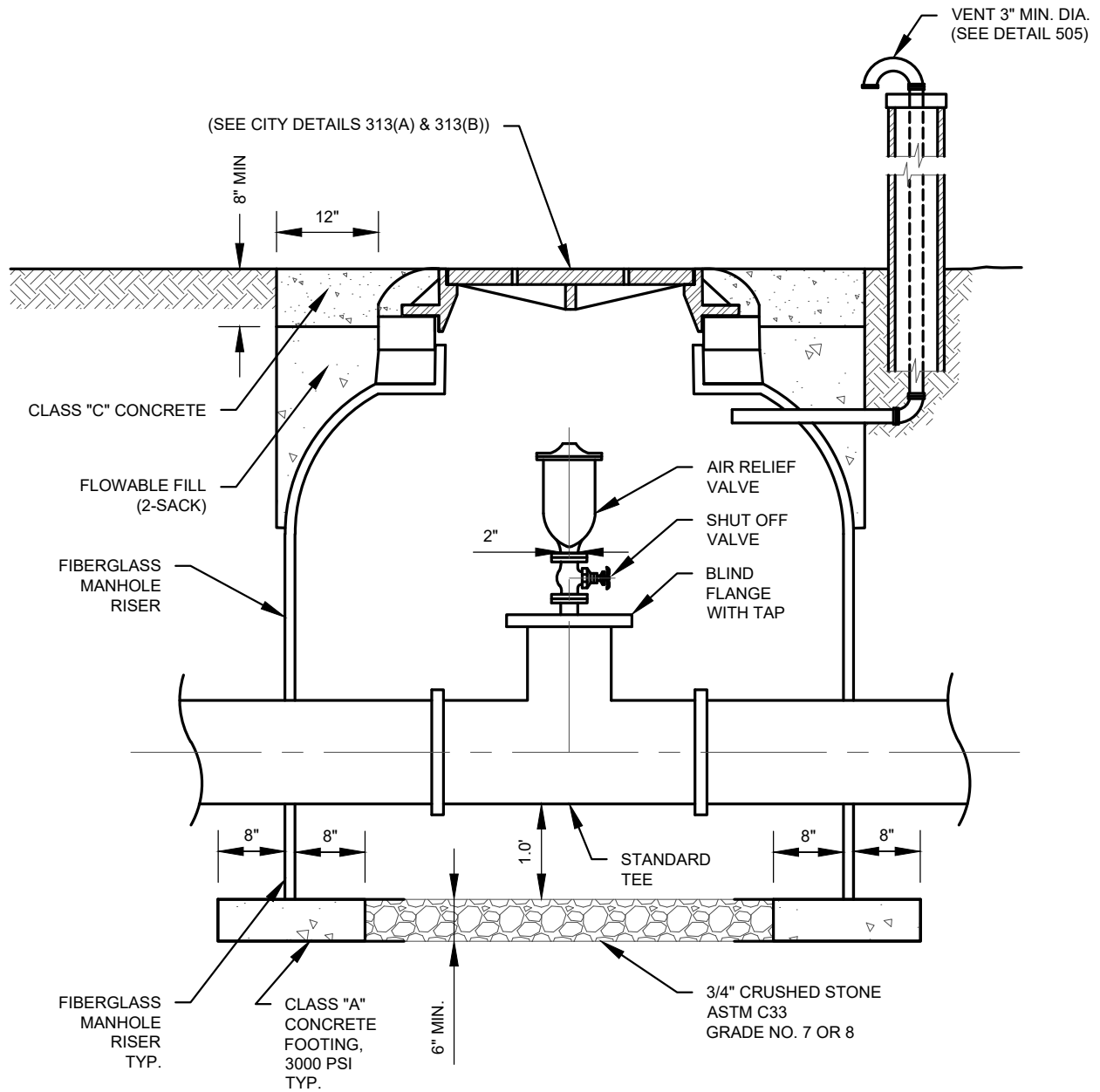
1. ALL PIPING TO BE 3" DIA. DUCTILE IRON WITH FLANGED JOINTS COATED INSIDE AND OUTSIDE.
2. PAINT ALL STRAPPING WITH 2 COATS OF ALL WEATHER EPOXY.
3. PAINT ALL EXPOSED PIPING WITH 2 COATS OF ALL WEATHER EPOXY.
4. APPROVED WATER TIGHT MANHOLE CONNECTOR INSTALLED PER SPECIFICATION AND/OR MANUFACTURER'S INSTRUCTIONS.
5. GROUT TO BE APPROVED NON-SHRINK TYPE.
6. MANHOLE VENT TO BE USED IN CONJUNCTION WITH WATER TIGHT MANHOLE RINGS AND COVERS SPACED EVERY THIRD MANHOLE OR AS SHOWN ON THE PLANS.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		505

REMOTE VENT PIPE

5.375

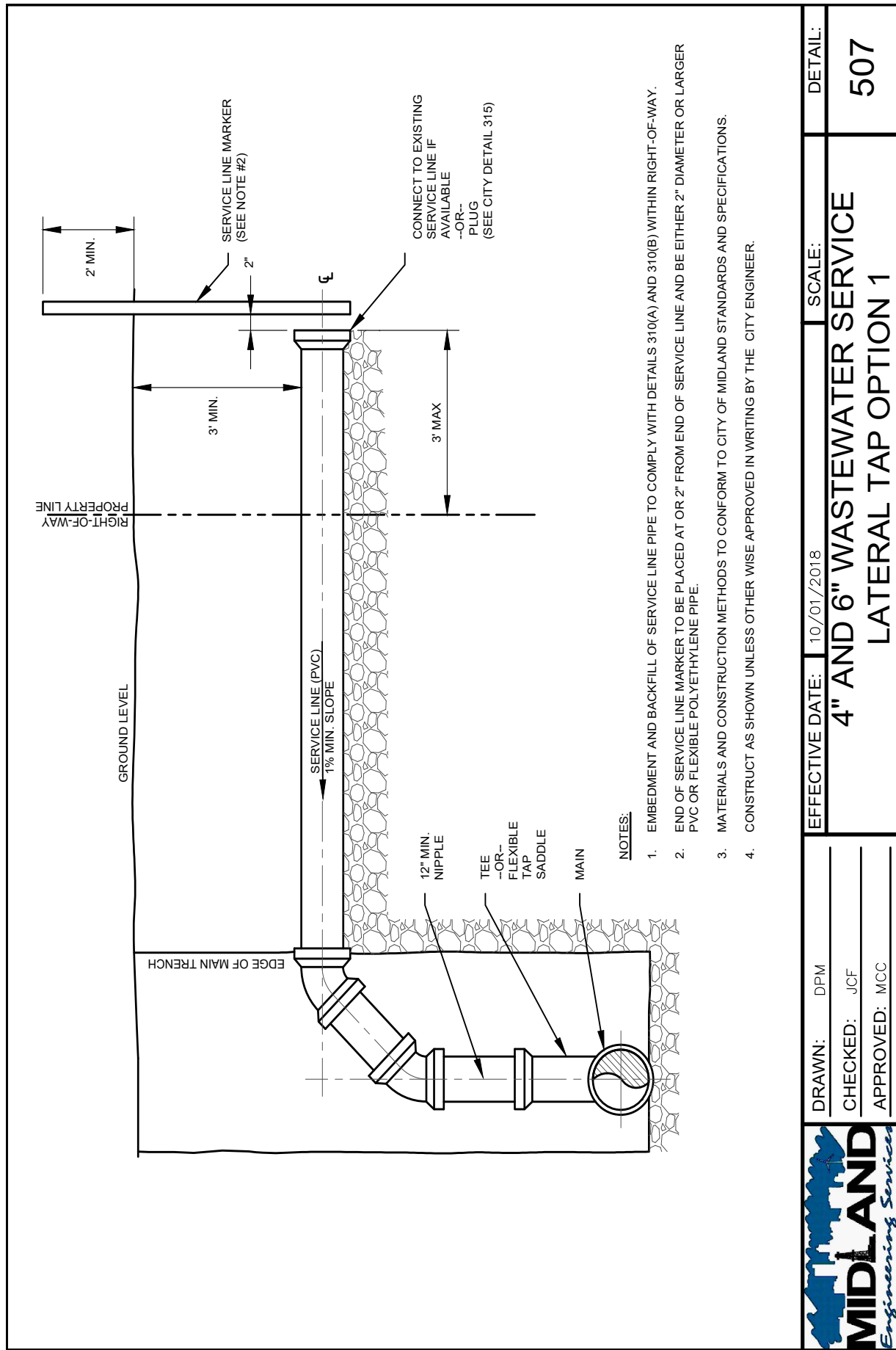
September 22, 2020



NOTES:

1. IF AIR RELIEF VALVE IS LOCATED IN PAVEMENT THE COVER IS TO BE A GRATE COVER AND NO VENT PIPES ARE TO BE UTILIZED.
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. PLACE ALL FLOWABLE FILL 2-SACK (2 - SACK = 188 LBS/CY, PORTLAND CEMENT) AS A SINGLE CONTINUOUS POUR.
4. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services		FORCE MAIN RELIEF VALVE 5.376 September 22, 2020
		506



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

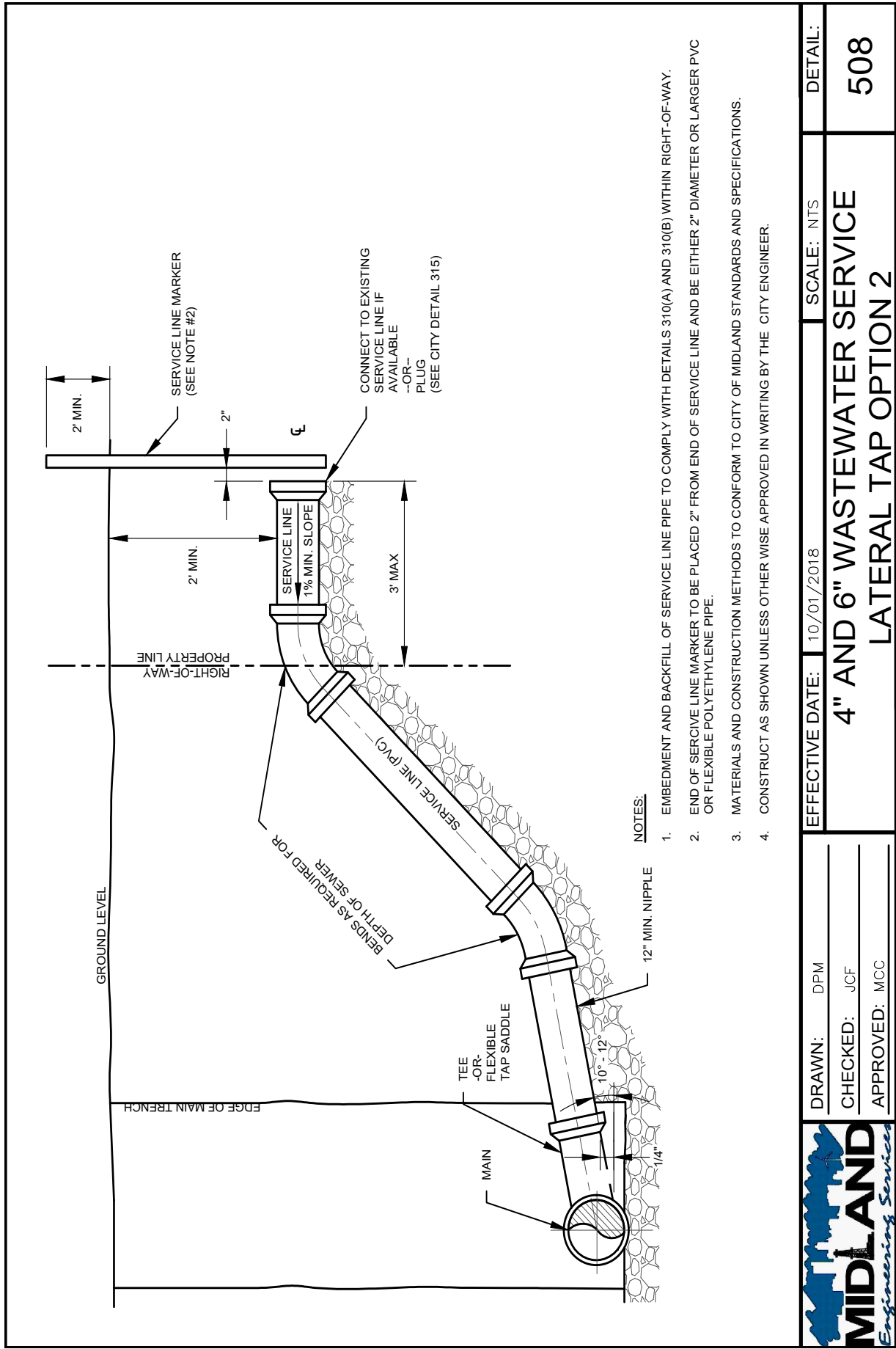
EFFECTIVE DATE: 10/01/2018

4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 1

SCALE:

DETAIL:

507



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

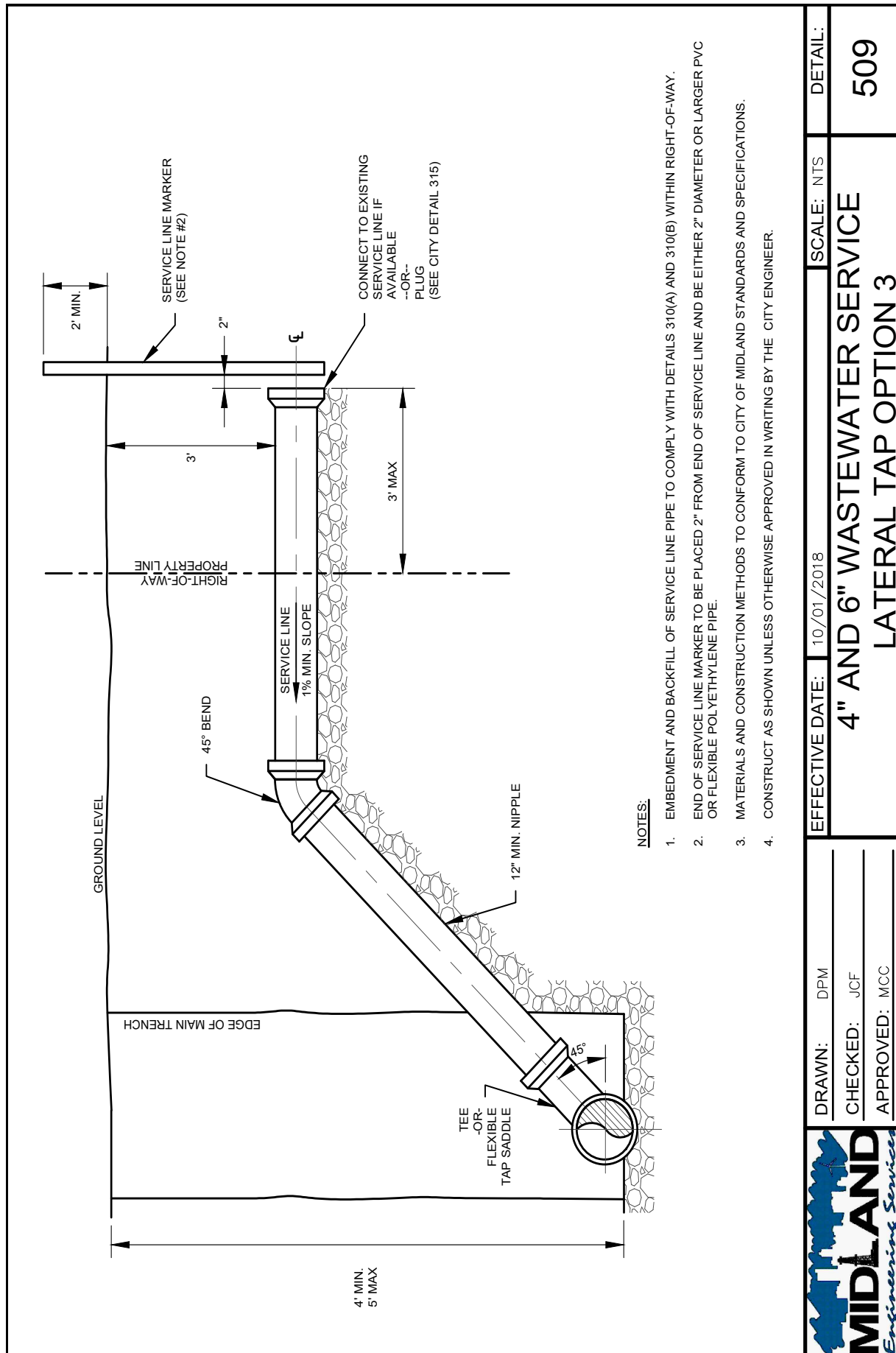
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 2

508



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

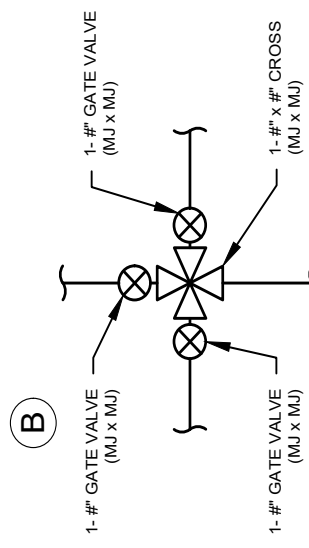
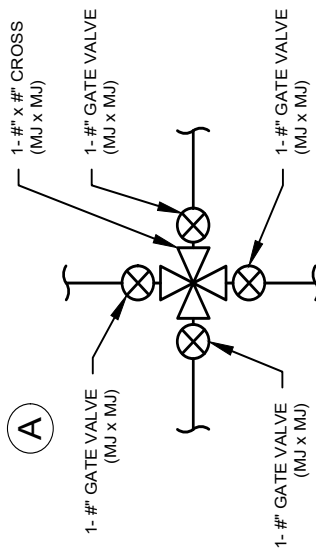
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DETAIL:

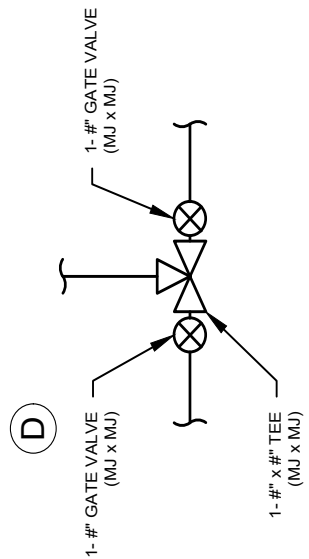
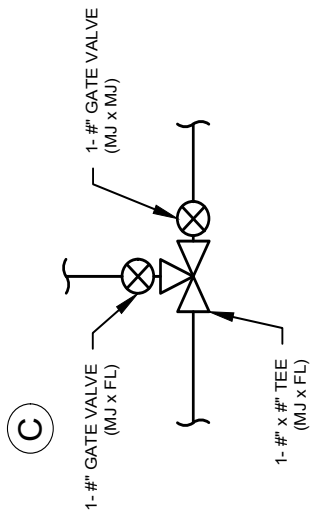
4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 3

509

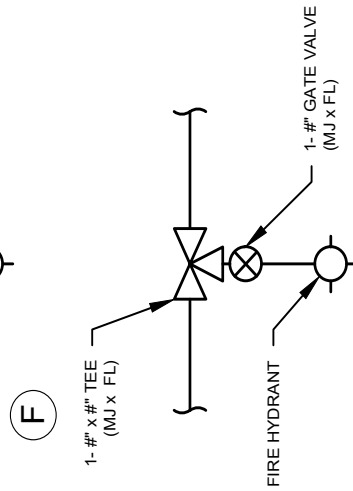
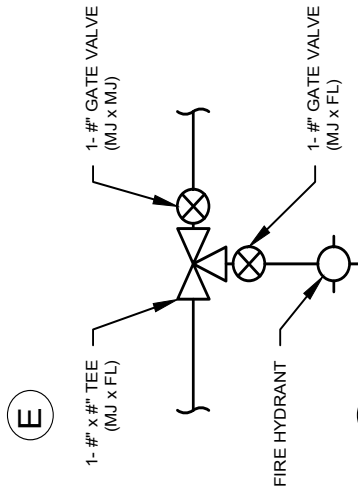
CROSS FITTING RESTRAINTS



TEE FITTING RESTRAINTS



FIRE HYDRANT RESTRAINTS



NOTES:

1. ALL MECHANICAL JOINT (MJ) FITTINGS TO BE RESTRAINED.
2. ALL FLANGES (FL) TO BE ON THE BRANCH SIDE OF TEE FITTINGS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

TYPICAL FITTING RESTRAINT CONFIGURATIONS

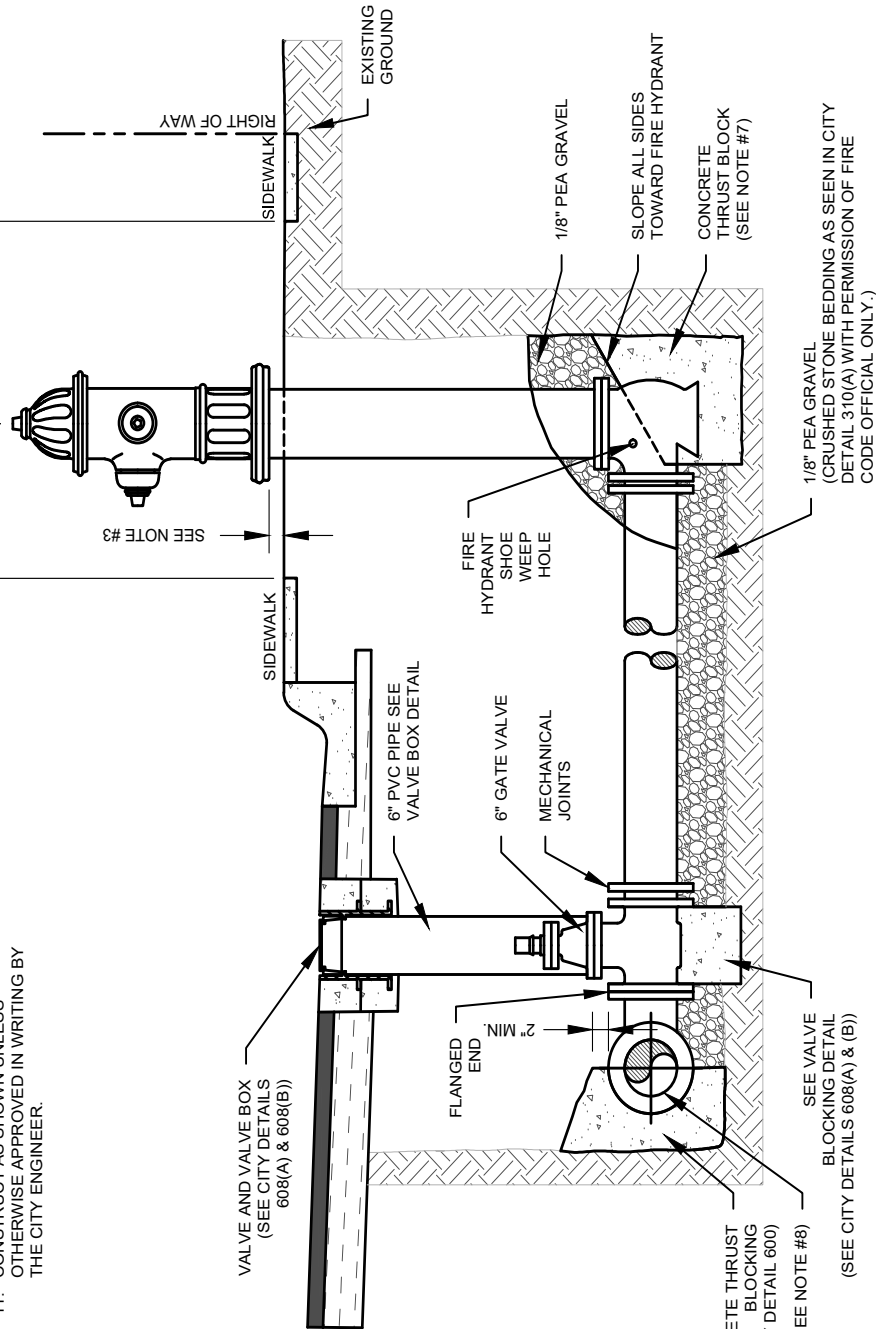
601

1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET WORK IS DONE. PAVING CONTRACTOR TO ADJUST VALVE BOX TO FINISHED GRADE BEFORE PLACING LAST COURSE OF HMAC SURFACE.
4. SET FRANGIBLE FLANGE OF FIRE HYDRANT A MINIMUM OF 2" AND A MAXIMUM OF 6" ABOVE SIDEWALK ELEVATION.
5. ON STREETS WHERE NO SIDEWALK IS TO BE CONSTRUCTED, SET CENTERLINE OF FIRE-HYDRANT AT 3' FROM PROPERTY LINE WITHIN RIGHT OF WAY.
6. PLACE FIRE HYDRANT CUT-OFF VALVE A MINIMUM OF 3' FROM THE CENTER LINE OF THE FIRE HYDRANT. THIS MAY REQUIRE THE USE OF A 90° BEND TO OFFSET THE FIRE HYDRANT.
7. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
8. A TEE FITTING IS REQUIRED FOR A CONNECTION TO A NEW WATER MAIN, AND A TAPPING SLEEVE IS REQUIRED FOR A CONNECTION TO AN EXISTING WATER MAIN.
9. DO NOT WRAP FIRE HYDRANT SHOE IN PLASTIC.

10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

NOTE:
12" MIN. APPLIES WHEN
SIDEWALK IS AT RIGHT
OF WAY.

NOTE:
18" MIN. APPLIES WHEN
SIDEWALK IS LOCATED
AT BACK OF CURB.



1/8" PEA GRAVEL
(CRUSHED STONE BEDDING AS SEEN IN CITY
DETAIL 3-10(A) WITH PERMISSION OF FIRE
CODE OFFICIAL ONLY.)

TE #8) SEE VALVE
BLOCKING DETAIL
(SEE CITY DETAILS 608(A) & (B))



DRAWN:	DPM
CHECKED:	JCF
APPROVED:	MCC

EFFECTIVE DATE:	10/01/2018
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SCALE: NTS

DETAIL:

**FIRE HYDRANT
NEW WATER MAIN**

603



- 
- MIDLAND**
Engineering Services

APPROVED: MCC

DETAIL:

1" AND 2" WATER METER AND SERVICE CONNECTION

604(A)

APPROVED COMPONENT LIST

1" WATER METER SERVICE	2" WATER METER SERVICE
<u>SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP</u> 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL <u>SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP</u> 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL	<u>SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP</u> 1. FORD FCD202 SADDLE 2. MUELLER DR 2 S SERIES 3. A.Y. MCDONALD SERIES 4855A 4. OR APPROVED EQUAL <u>SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP</u> 1. FORD 202BSD SADDLE 2. MUELLER BR 2 S SERIES 3. A.Y. MCDONALD SERIES 3855 4. OR APPROVED EQUAL
<u>CORPORATION STOP</u> 1. FORD FB1000-4-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 1 4. OR APPROVED EQUAL	<u>CORPORATION STOP</u> 1. FORD FB1000-7-G-NL 2. MUELLER B-25008N 3. A.Y. MCDONALD SERIES 74701B-22 2 4. OR APPROVED EQUAL
<u>CURB STOP METER VALVE</u> 1. FORD BA43-444W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 1 4. OR APPROVED EQUAL	<u>CURB STOP METER VALVE</u> 1. FORD BFA43-777W-G-NL 2. MUELLER B-25172N 3. A.Y. MCDONALD SERIES 74602B-22 2 4. OR APPROVED EQUAL
<u>WATER METER BOX</u> 1. EAST JORDAN 32197099A02 2. OR APPROVED EQUAL	<u>WATER METER BOX</u> 1. EAST JORDAN 32244000A01 2. OR APPROVED EQUAL
<u>SERVICE LINE PIPE</u> 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL	<u>SERVICE LINE PIPE</u> 1. ASTM D-2737 POLYETHYLENE TUBING 2. MUNICI PEX 'A' PIPE 3. OR APPROVED EQUAL

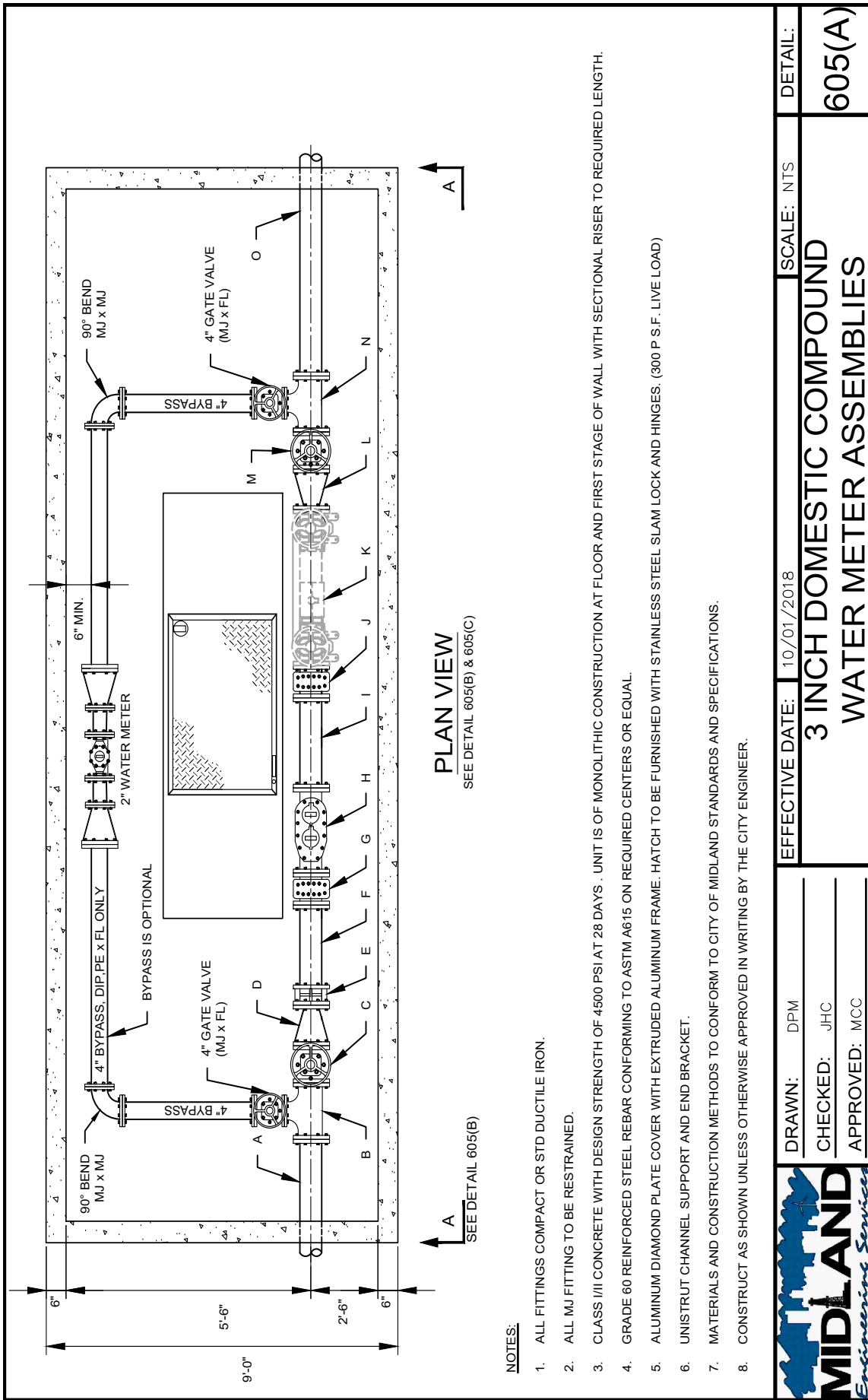
NOTES:

1. ALL COMPONENTS OF ANY WATER METER SERVICE LINE MUST COME FROM THE SAME BRAND WHENEVER POSSIBLE.
2. PLASTIC WRAP ALL SADDLES.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
 1" AND 2" WATER METER AND SERVICE CONNECTION		604(B)

5/18/20

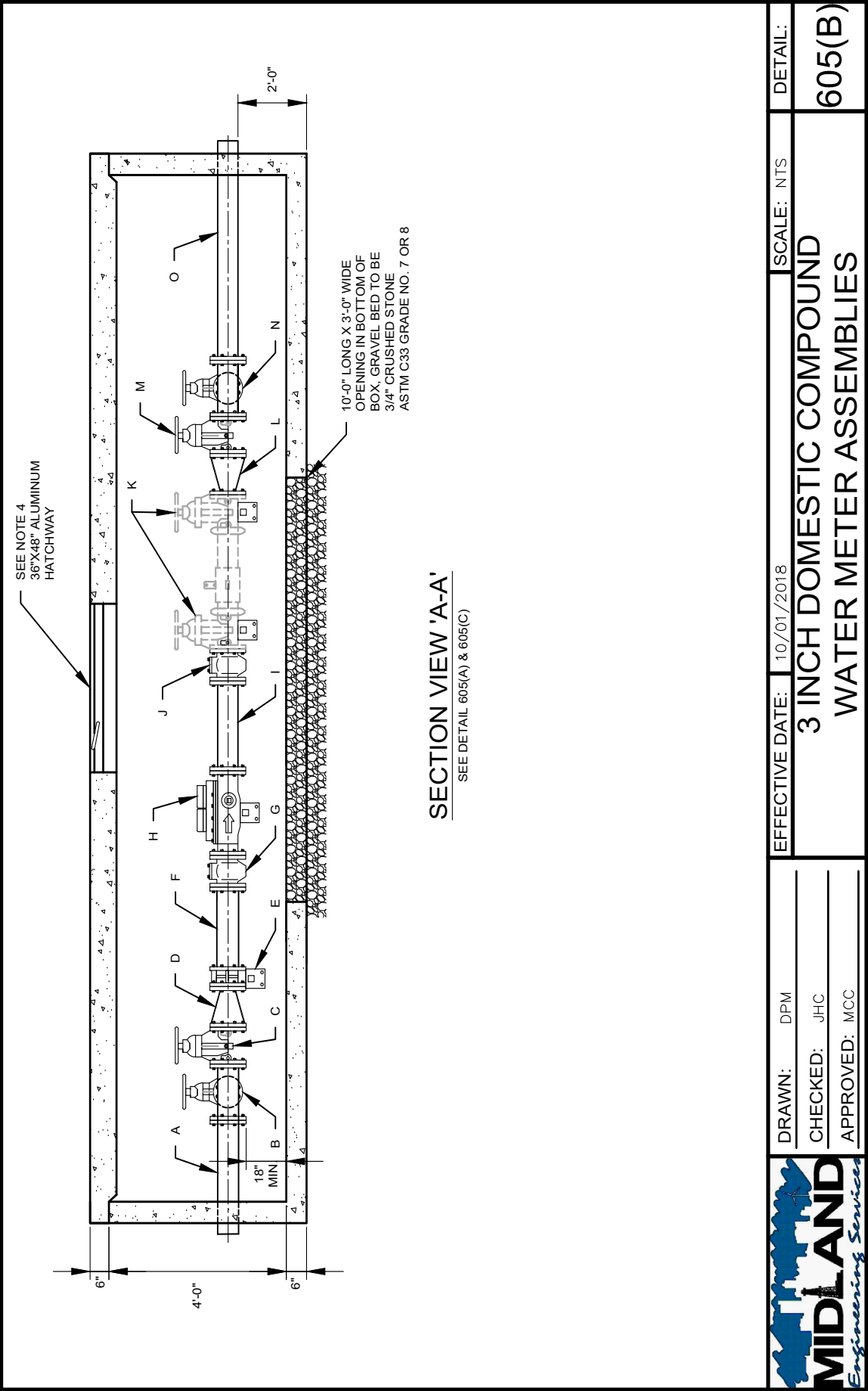
September 22, 2020



NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS III CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR AND FIRST STAGE OF WALL WITH SECTIONAL RISER TO REQUIRED LENGTH.
4. GRADE 60 REINFORCED STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.
5. ALUMINUM DIAMOND PLATE COVER WITH EXTRUDED ALUMINUM FRAME. HATCH TO BE FURNISHED WITH STAINLESS STEEL SLAM LOCK AND HINGES. (300 P.S.F. LIVE LOAD)
6. UNISTRUT CHANNEL SUPPORT AND END BRACKET.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
DRAWN: DPM	CHECKED: JHC	APPROVED: MCC
		
3 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		
605(A)		



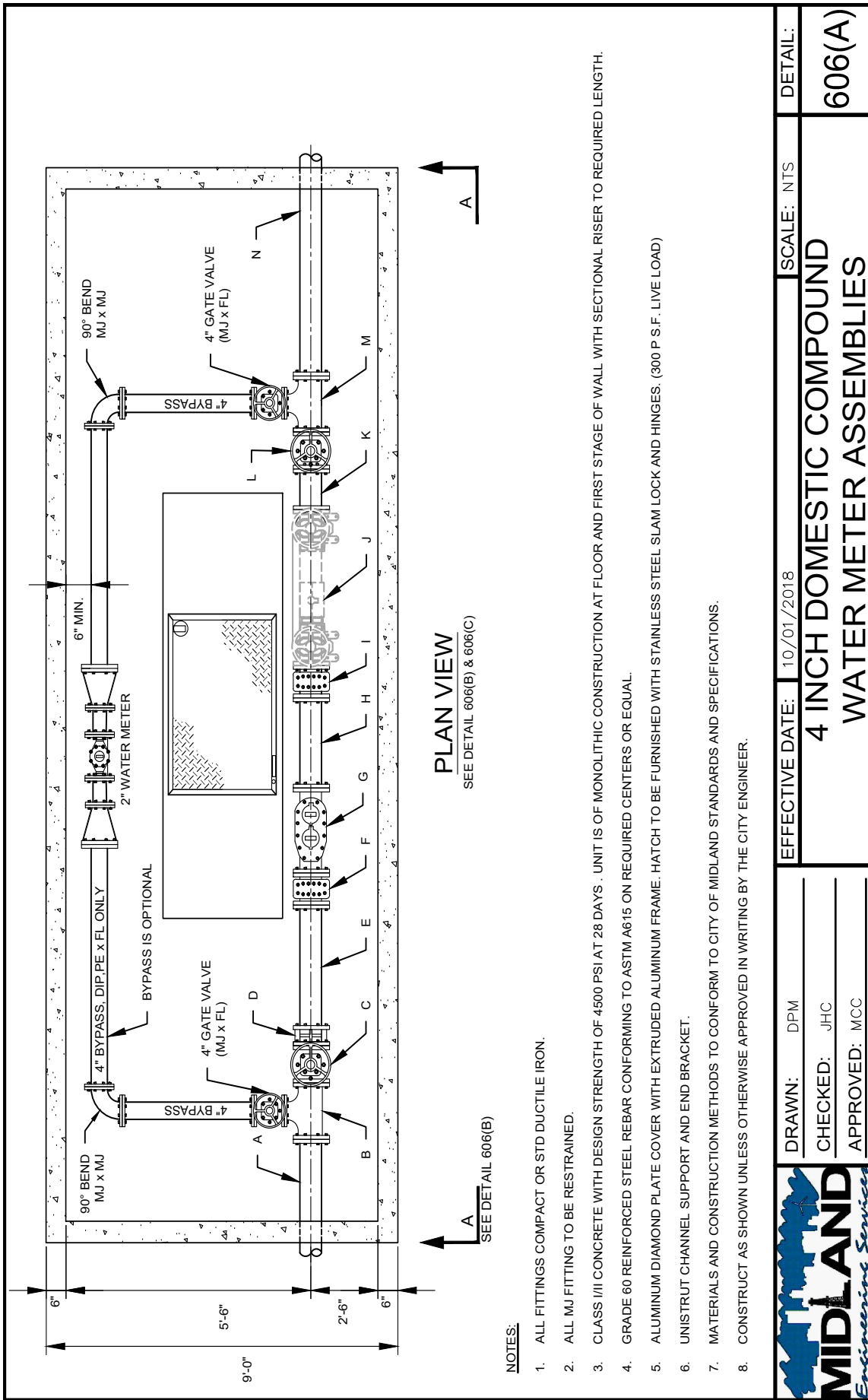
	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JHC APPROVED: MCC	3 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		
		605(B)		

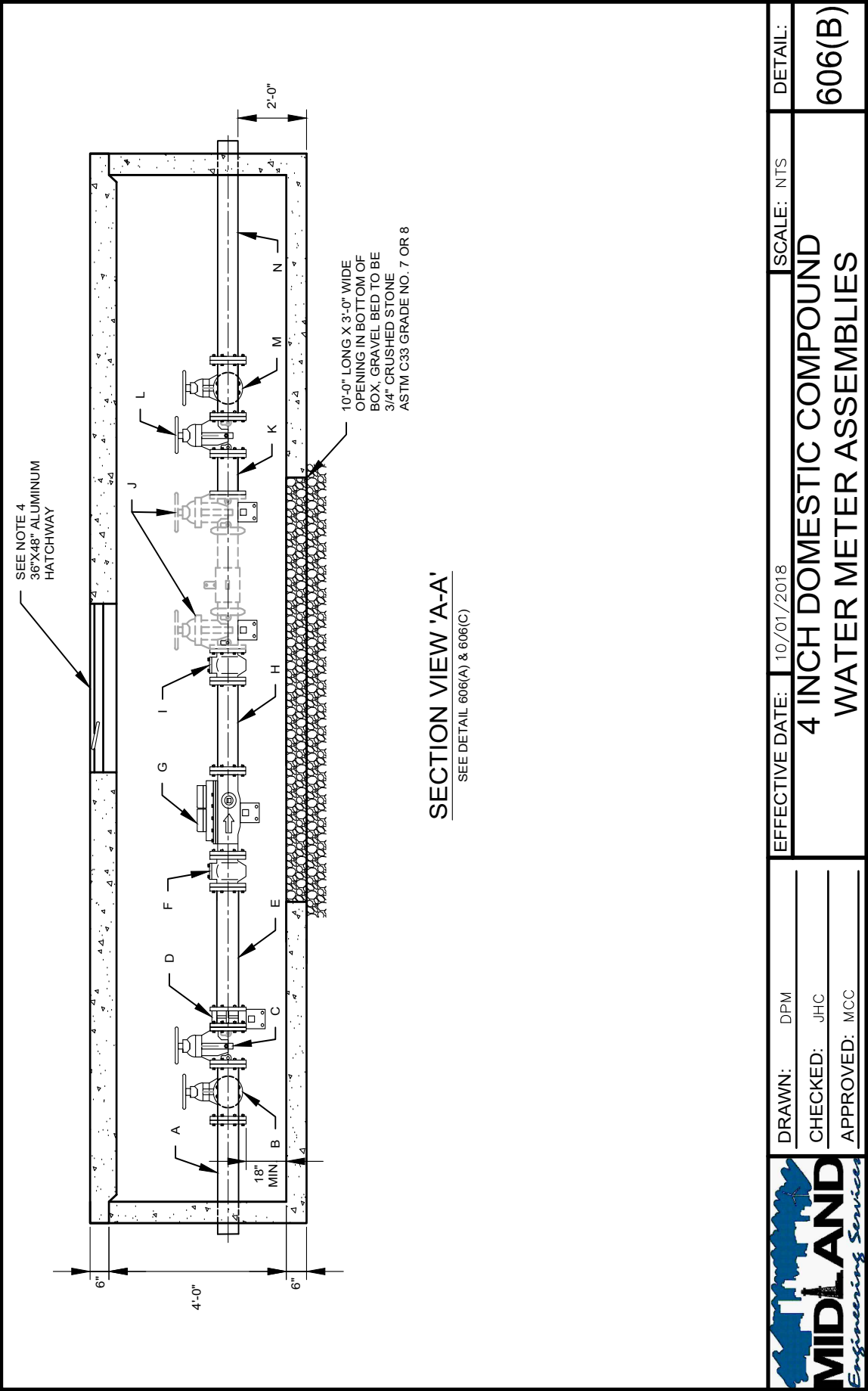
NO	DESCRIPTION	LENGTH
..... VAULT WALL		
A	CLEARANCE SPACE	12"
B	TYLER UNION 4" x 4" TEE (MJ x FL)	8"
C	MUELLER 4" GATE VALVE (MJ x MJ)	8"
D	TYLER UNION 4" X 3" REDUCER (MJ X FL)	7"
E	JCM #304 3" DISMANTLING JOINT	12"
F	DUCTILE IRON PIPE SPOOL	12"
G	NEPTUNE 3" DIA. STRAINER	6"
H	NEPTUNE 3" TRU/FLO METER	17"
I	DUCTILE IRON PIPE SPOOL (FL x FL)	12"
J	WATTS #77F 3" DIA. STRAINER	10"
K	WATTS #757 3" DIA. DCVA	32"
L	TYLER UNION 4" X 3" REDUCER (MJ x FL)	7"
M	MUELLER 4" GATE VALVE (MJ x MJ)	8"
N	TYLER UNION 4" X 3" TEE (MJ x FL)	8"
O	CLEARANCE SPACE	12"
..... VAULT WALL		
* THESE COMPONENTS ARE SET BY THE CITY		
** DCVA - DOUBLE CHECK VALVE ASSEMBLY		
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 171.0" - OR - 14.25'		
**** TOTAL INSIDE VAULT LENGTH WITHOUT BACKFLOW PREVENTER = 129.0" - OR 10.75'		

NOTES:

1. ALL PIPE WITHIN VAULT STRUCTURE TO BE DUCTILE IRON PIPE.
2. APPROVED EQUAL COMPONENTS MAY BE USED UNLESS OTHERWISE NOTED.
3. DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTION ONLY REQUIRED FOR METER VAULTS ON LOOPED WATER MAIN/LINES.
4. BYPASS PIPE MAY BE LOCATED INSIDE VAULT STRUCTURE IF DESIRED. VAULT WALL TO BE LOCATED A MINIMUM 12" FROM INSIDE VAULT WALL EDGE TO OUTSIDE EDGE OF BYPASS PIPE, WITH NO CHANGE TO OTHER VAULT DETAIL DIMENSIONS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM		CHECKED: JCF		APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS		DETAIL:	
		3 - INCH COMPOUND METER 5.387 & VAULT			605(C)





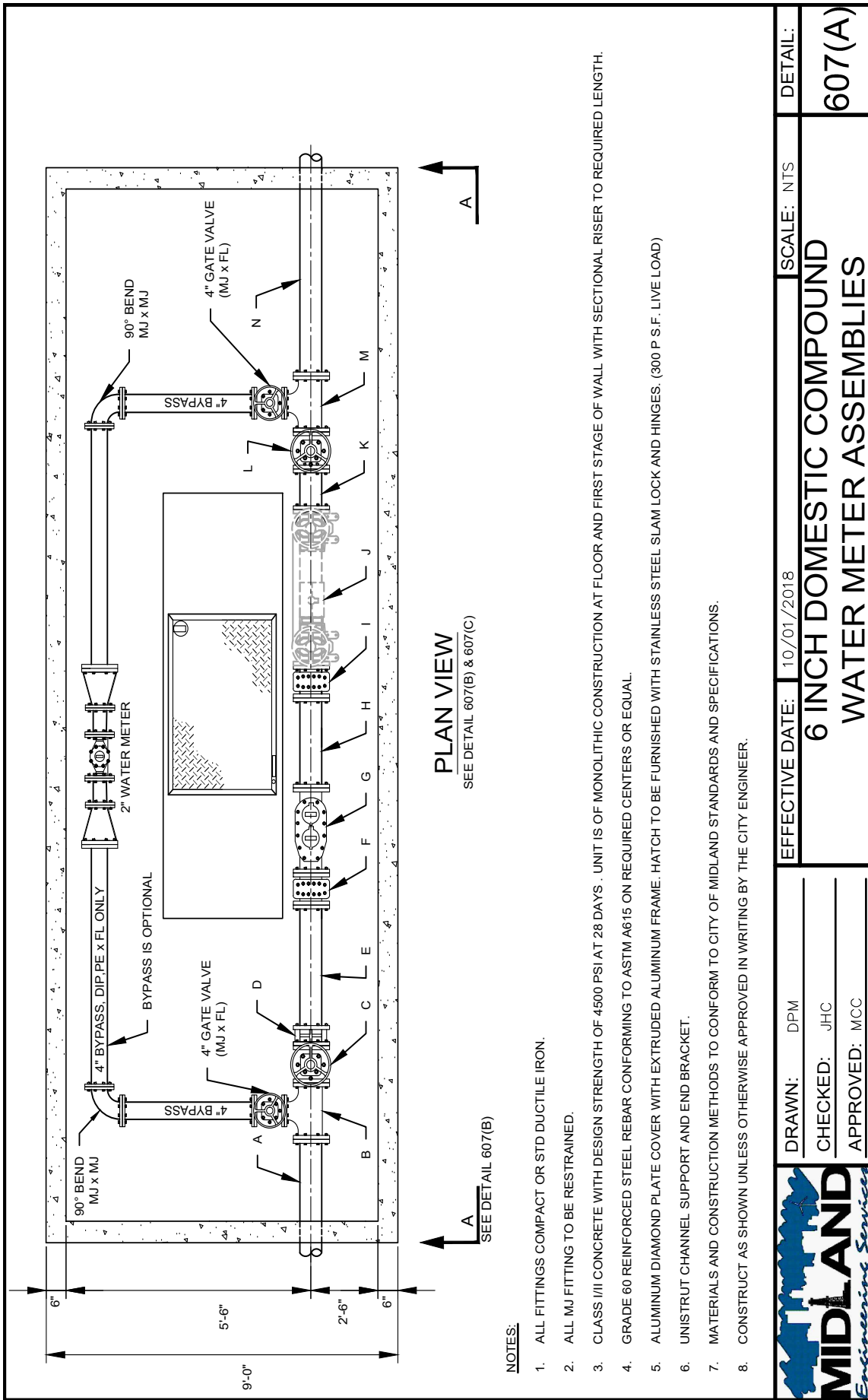
	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JHC	4 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		
	APPROVED: MCC			
	606(B)			

NO	DESCRIPTION	LENGTH
..... VAULT WALL		
A	CLEARANCE SPACE	12"
B	TYLER UNION 4" x 4" TEE (MJ x FL)	8"
C	MUELLER 4" GATE VALVE (MJ x MJ)	9"
D	JCM #304 4" DISMANTLING JOINT	12"
E	DUCTILE IRON PIPE SPOOL	16"
F	NEPTUNE 4" DIA. STRAINER	8"
G	NEPTUNE 4" TRU/FLO METER	20"
H	DUCTILE IRON PIPE SPOOL (FL X FL)	16"
I	WATTS #77F 4" DIA. STRAINER	12"
J	WATTS #757 4" DIA. DCVA	34"
K	DUCTILE IRON PIPE SPOOL	12"
L	MUELLER 4" GATE VALVE (MJ X MJ)	9"
M	TYLER UNION 4" X 4" TEE (MJ x FL)	8"
N	CLEARANCE SPACE	12"
..... VAULT WALL		
* THESE COMPONENTS ARE SET BY THE CITY		
** DCVA - DOUBLE CHECK VALVE ASSEMBLY		
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 188.0" - OR - 15.67'		
**** TOTAL INSIDE VAULT LENGTH WITHOUT BACKFLOW PREVENTER = 142.0" - OR - 11.83'		

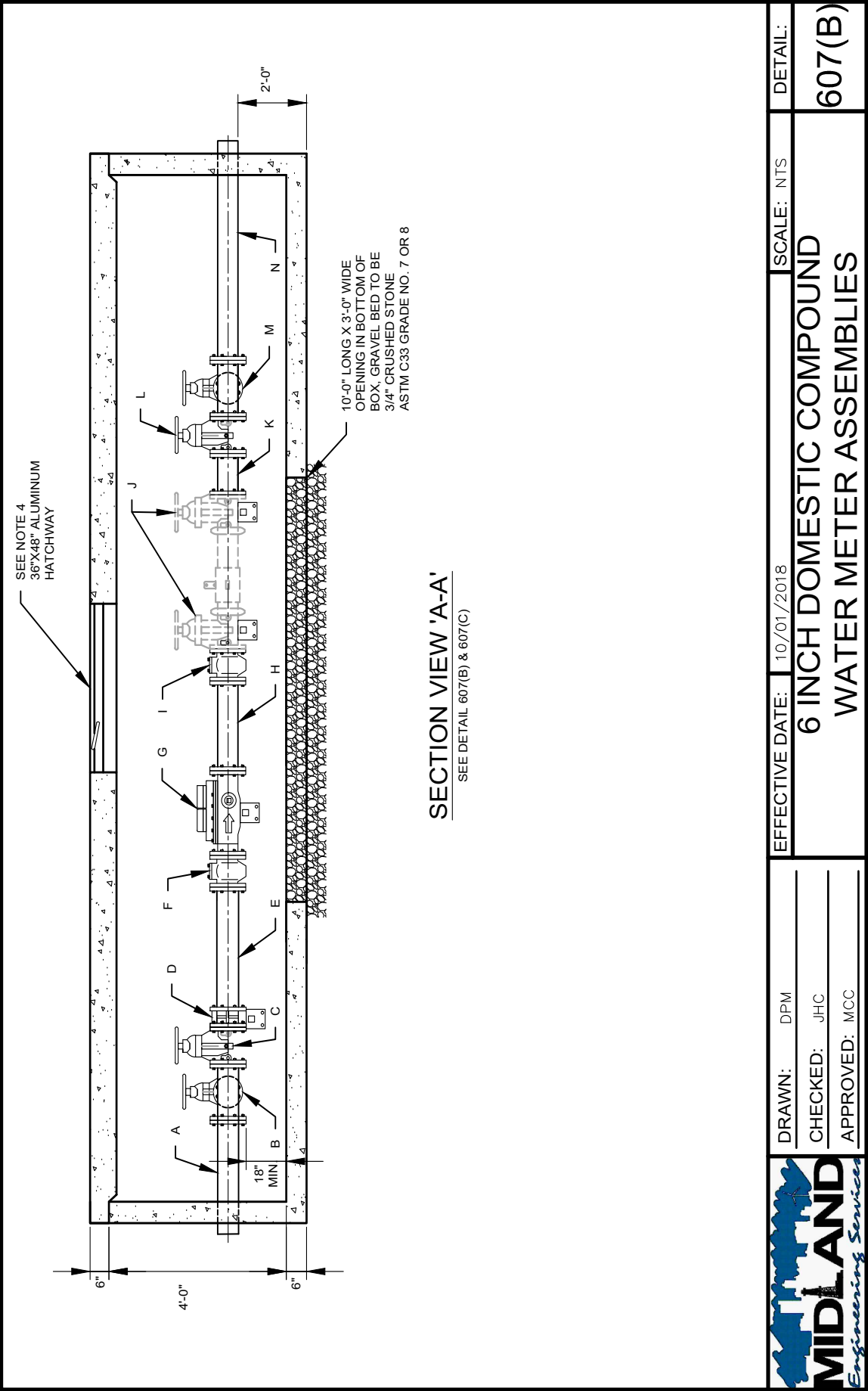
NOTES:

1. ALL PIPE WITHIN VAULT STRUCTURE TO BE DUCTILE IRON PIPE.
2. APPROVED EQUAL COMPONENTS MAY BE USED UNLESS OTHERWISE NOTED.
3. DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTION ONLY REQUIRED FOR METER VAULTS ON LOOPED WATER MAIN/LINES.
4. BYPASS PIPE MAY BE LOCATED INSIDE VAULT STRUCTURE IF DESIRED. VAULT WALL TO BE LOCATED A MINIMUM 12" FROM INSIDE VAULT WALL EDGE TO OUTSIDE EDGE OF BYPASS PIPE, WITH NO CHANGE TO OTHER VAULT DETAIL DIMENSIONS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM		CHECKED: JCF		APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS		DETAIL:	
		4 - INCH COMPOUND METER 5.390 & VAULT			606(C)



EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
DRAWN: DPM	CHECKED: JHC	APPROVED: MCC
	6 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES	607(A)



	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JHC	6 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES		
	APPROVED: MCC			
	607(B)			

NO	DESCRIPTION	LENGTH
..... VAULT WALL		
A	CLEARANCE SPACE	12"
B	TYLER UNION 6" x 4" TEE (MJ x FL)	8"
C	MUELLER 6" GATE VALVE (MJ x MJ)	10.5"
D	JCM #304 4" DISMANTLING JOINT	16"
E	DUCTILE IRON PIPE SPOOL	24"
F	NEPTUNE 6" DIA. STRAINER	9"
G	NEPTUNE 6" TRU/FLO METER	24"
H	DUCTILE IRON PIPE SPOOL (FL X FL)	24"
I	WATTS #77F 6" DIA. STRAINER	18.5"
J	WATTS #757 6" DIA. DCVA	44"
K	DUCTILE IRON PIPE SPOOL	12"
L	MUELLER 6" GATE VALVE (MJ X MJ)	10.5"
M	TYLER UNION 6" X 4" TEE (MJ x FL)	8"
N	CLEARANCE SPACE	12"
..... VAULT WALL		
* THESE COMPONENTS ARE SET BY THE CITY		
** DCVA - DOUBLE CHECK VALVE ASSEMBLY		
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 232.5" - OR - 19.38'		
**** TOTAL INSIDE VAULT LENGTH WITHOUT BACKFLOW PREVENTER = 170.0" - OR - 14.17'		

NOTES:

1. ALL PIPE WITHIN VAULT STRUCTURE TO BE DUCTILE IRON PIPE.
2. APPROVED EQUAL COMPONENTS MAY BE USED UNLESS OTHERWISE NOTED.
3. DOUBLE CHECK VALVE ASSEMBLY BACKFLOW PREVENTION ONLY REQUIRED FOR METER VAULTS ON LOOPED WATER MAIN/LINES.
4. BYPASS PIPE MAY BE LOCATED INSIDE VAULT STRUCTURE IF DESIRED. VAULT WALL TO BE LOCATED A MINIMUM 12" FROM INSIDE VAULT WALL EDGE TO OUTSIDE EDGE OF BYPASS PIPE, WITH NO CHANGE TO OTHER VAULT DETAIL DIMENSIONS.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM		CHECKED: JCF		APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS		DETAIL:	
		6 - INCH COMPOUND METER 5.393 & VAULT September 22, 2020			607(C)



APPROVED COMPONENT LIST			
NO.	VALVES	VALVE COVERS	VALVE BOX
1	MUELLER 2360 M/J	MUELLER 2360 FL X FL	BASS & HAYS STANDARD 390-1 "SHORTY"
2	M & H 4067 M/J	M & H 4067-0	OR APPROVED EQUAL
3	CLOW 2838 M/J	CLOW 2840 FL X FL	
4	OR APPROVED EQUAL	OR APPROVED EQUAL	

VALVE BLOCKING CHART		
PIPE SIZE	A	B
4"	5.0"	10.5"
6"	6.5"	1'-0"
8"	6.5"	1'-0"
10"	8.0"	1'-1.0"
12"	8.5"	1'-2.0"

NOTES:

1. FOR VALVES ON WATER MAIN PIPES LARGER THAN 12" SEE CITY DETAIL 609.
2. SETTING VALVE BOX TO GRADE MAY REQUIRE ADDING PVC PIPE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C", 3600 PSI, UNLESS OTHERWISE NOTED.
4. USE FIBER REINFORCEMENT FOR ALL CONCRETE , WHETHER PAVEMENT OR THRUST BLOCKING.
5. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT.) REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

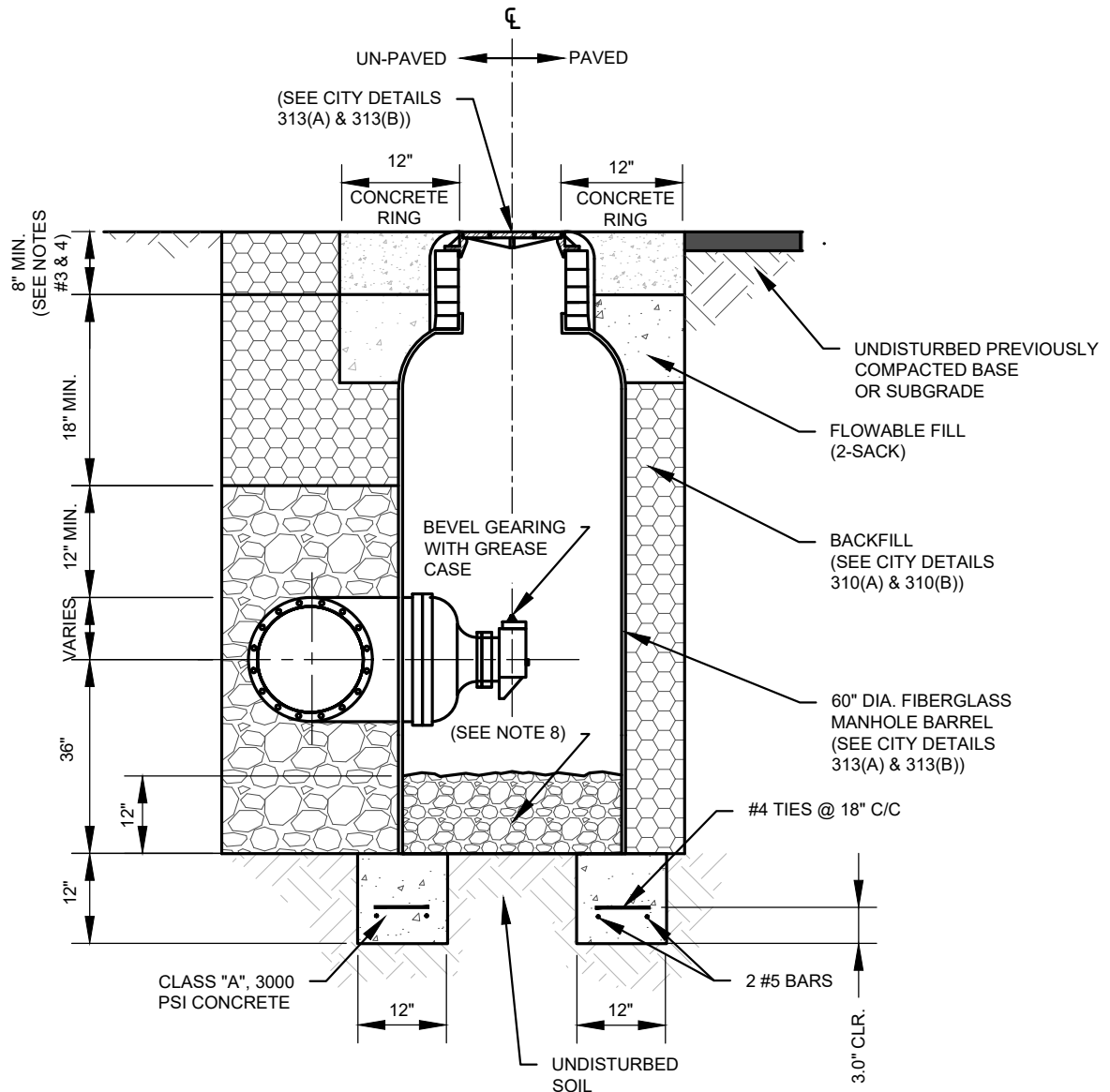
EFFECTIVE DATE: 10/01/2018

**TYPICAL VALVE AND
VALVE BOX DETAILS**

SCALE: NTS

DETAIL:

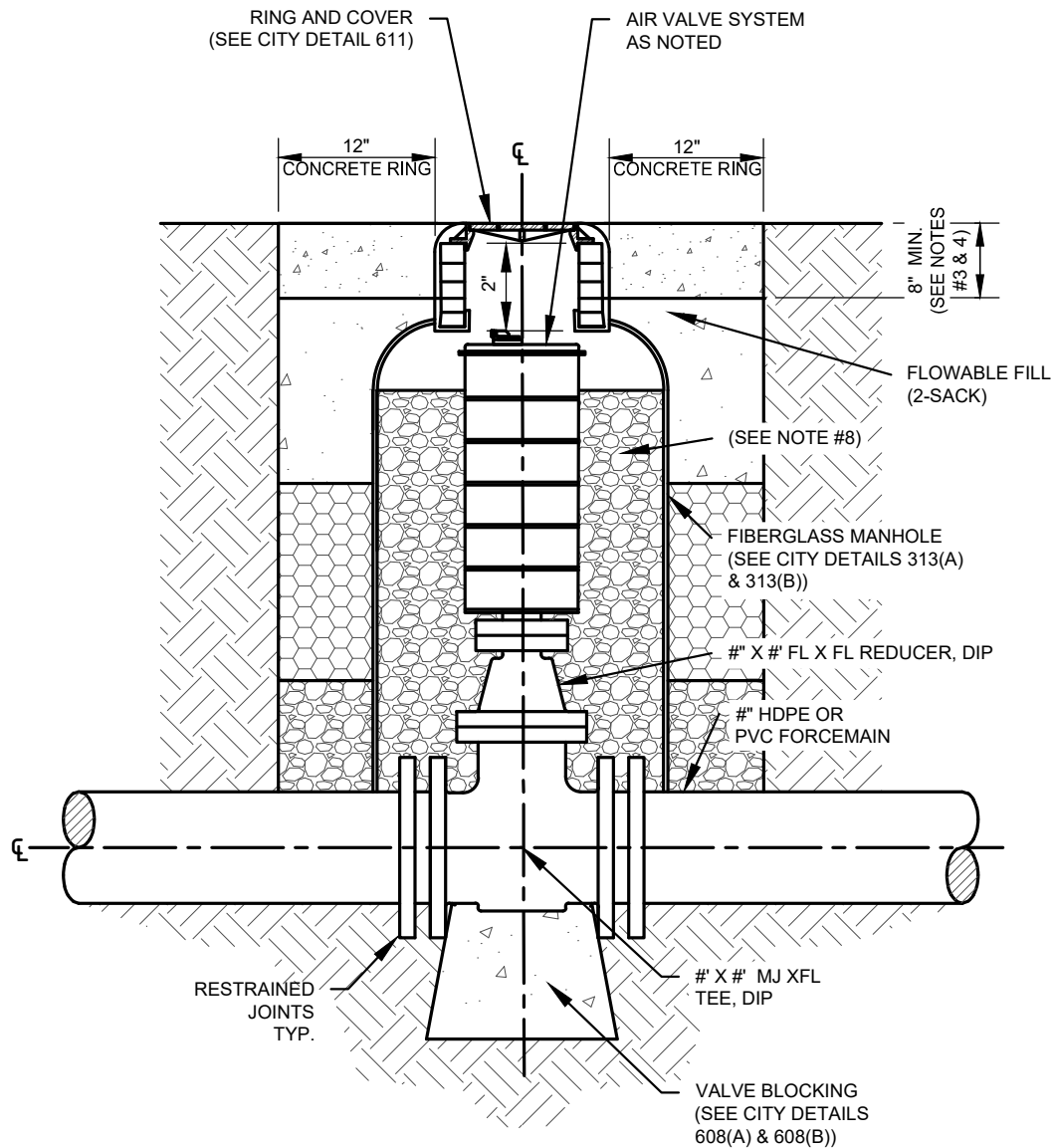
608(B)



NOTES:

1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAN 16" MUST BE PROVIDED AT THE DISCRETION OF THE CITY ENGINEER.
2. ALL GATE VALVES ARE TO BE RESILIENT WEDGE TYPE, HORIZONTAL MOUNTED, MECHANICAL JOINT, BEVEL GEAR OPERATOR. ALL FITTINGS ARE TO BE RESTRAINED JOINTS.
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. WASHED PEA GRAVEL OR WASHED 3/4" CRUSHED STONE ASTM C33 GRADE NO. 7 OR 8.
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
HORIZONTAL GATE VALVE AND VAULT 5.390		609
MIDLAND Engineering Services PACKET		September 22, 2020

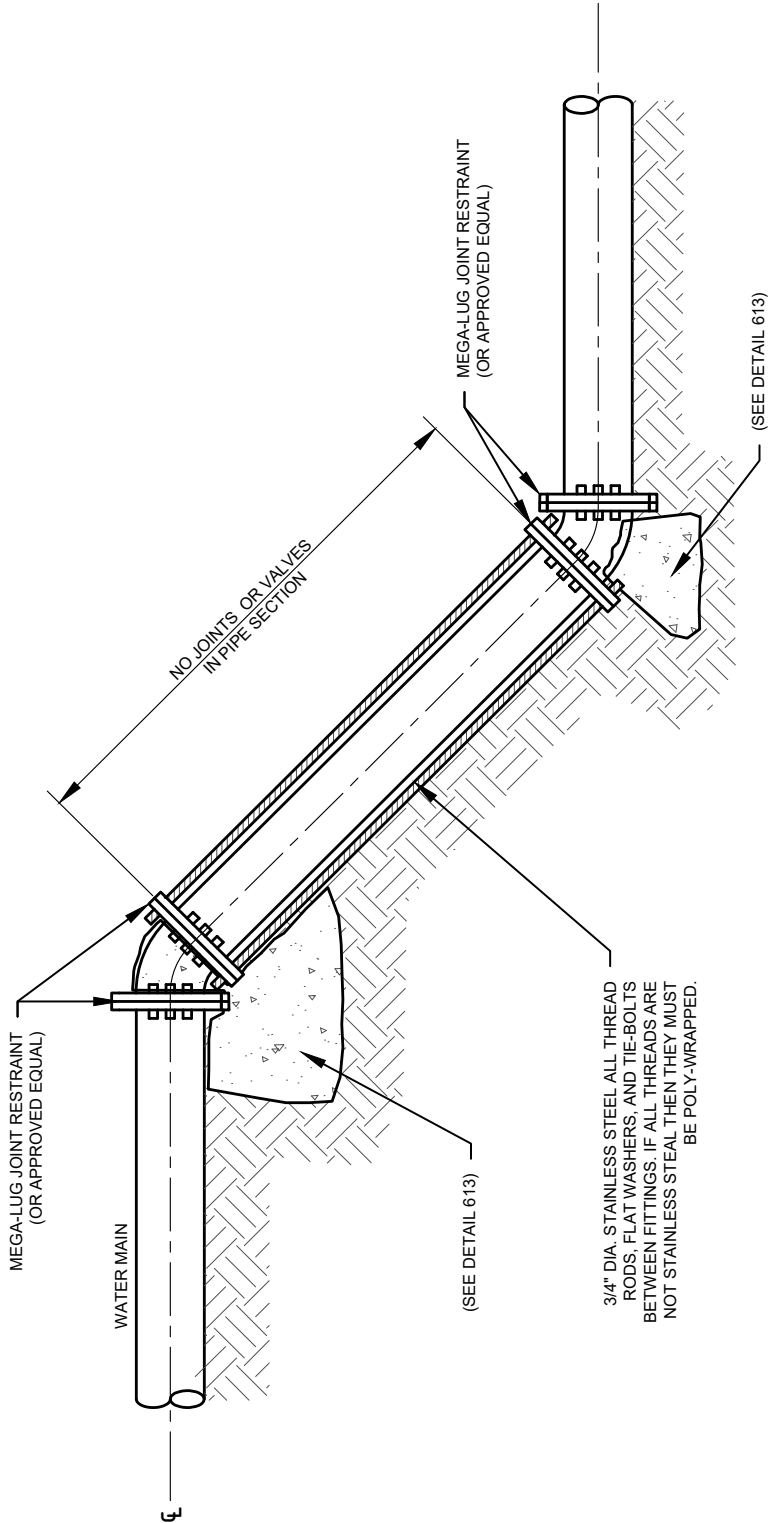


NOTES:

1. USE AN A.R.I. D-025 SB WITH A 4" TUBE LENGTH OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. CONCRETE RING TO BE CITY OF MIDLAND CLASS "C" CONCRETE, 3600 PSI.
4. 12" MINIMUM FOR CONCRETE RING IN AN ARTERIAL ROADWAY.
5. USE FIBER REINFORCEMENT FOR ALL CONCRETE, WHETHER PAVEMENT OR THRUST BLOCKING.
6. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED BENEATH ALL CONCRETE RINGS.
7. FLOWABLE FILL 2-SACK (2 SACK = 188 LBS/CY, PORTLAND CEMENT). REQUIRED FOR ALL OVER EXCAVATION BACKFILL.
8. MAY BE EITHER PEA GRAVEL OR 3/4" CRUSHED STONE ASTM C33 GRADE N. 7 OR 8
9. MATERIAL AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
10. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		WATER AIR RELIEF VALVE 5.397 September 22, 2020
		610





NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UNFORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

**WATER MAIN
VERTICAL OFFSET**

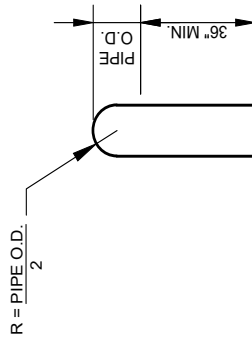
SCALE: NTS

DETAIL:
612

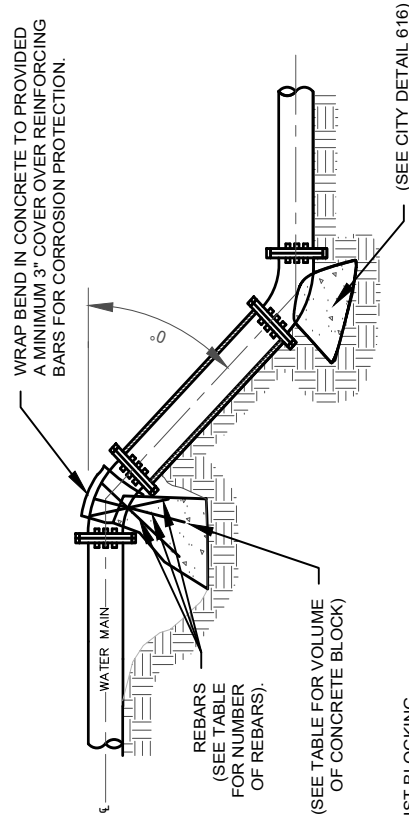
DIA. OF PIPE	DEGREE OF BEND Θ					
	11 1/4°		22 1/2°		45°	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	3 C.F.	2#3	6 C.F.	2#3	12 C.F.	2#3
6"	7 C.F.	2#3	13 C.F.	2#3	26 C.F.	2#3
8"	12 C.F.	2#3	24 C.F.	2#3	20 C.Y.	2#4
10"	19 C.F.	2#3	15 C.Y.	2#4	30 C.Y.	2#4
12"	10 C.Y.	2#3	20 C.Y.	2#4	40 C.Y.	2#6
14"	15 C.Y.	2#4	30 C.Y.	2#4	55 C.Y.	2#6
16"	20 C.Y.	2#4	35 C.Y.	2#4	70 C.Y.	2#7

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI



BAR BEND DETAIL



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

BLOCKING FOR VERTICAL BEND

SCALE: NTS

DETAIL: 613

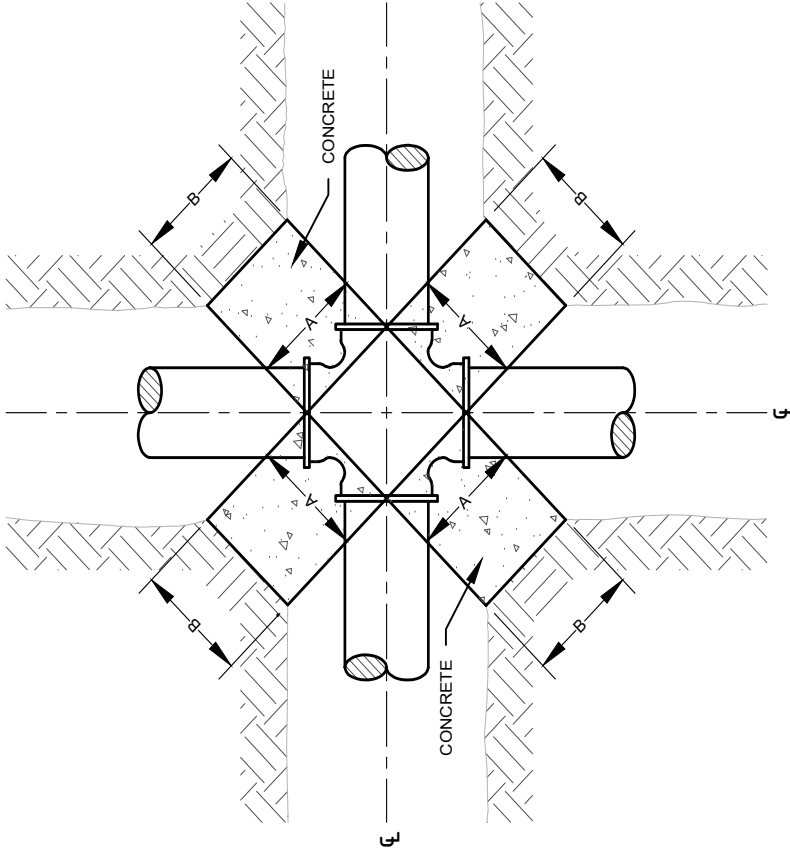
CROSS BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

CROSS DIA.	BLOCKING DIMENSIONS		
	A	B	*C
4"x 4"	0'-11"	1'-0"	1'-0"
6"x 6"	1'-2"	1'-7"	1'-0"
8"x 8"	1'-4"	2'-2"	2'-2"
10"x 10"	1'-8"	2'-8"	2'-8"
12"x 12"	1'-10"	3'-2"	3'-2"
14"x 14"	2'-2"	3'-8"	3'-8"
16"x 16"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING
2. BLOCK CROSSES WITH DIFFERENT SIZE RUNS FOR THE LARGER RUN IN ALL DIRECTIONS.
3. BLOCKING FOR CROSSES LARGER THAN 16" WILL BE AS SHOWN ON THE PLANS.
4. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
5. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



CROSS BLOCKING



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

BLOCKING FOR CROSS

614

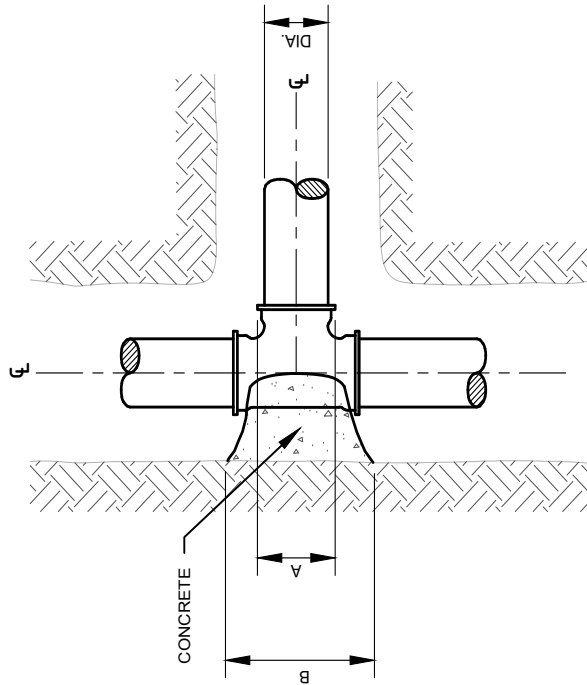
SCALE: NTS

DETAIL:

"T" BLOCKING
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

"T" RUN DIA.	STEM DIA.	BLOCKING DIMENSIONS		
		A	B	*C
TEE				
4"	ALL	11"	1'-0"	1'-0"
6"	ALL	1'-2"	1'-7"	1'-0"
8"	ALL	1'-4"	2'-2"	2'-2"
10"	ALL	1'-8"	2'-8"	2'-8"
1'-0"	THRU 6"	1'-10"	1'-10"	1'-8"
1'-0"	OVER 6"	1'-10"	3'-2"	3'-2"
1'-2"	THRU 8"	2'-2"	2'-2"	1'-11"
1'-2"	OVER 8"	2'-2"	3'-8"	3'-8"
1'-4"	THRU 8"	2'-4"	2'-4"	2'-2"
1'-4"	OVER 8"	2'-4"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH



TEE

NOTE:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NO PLACE UN-FORMED THRUST BLOCKING.
2. BLOCKING FOR TEES LARGER THAN 16" RUN TO BE SHOWN ON THE PLANS.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

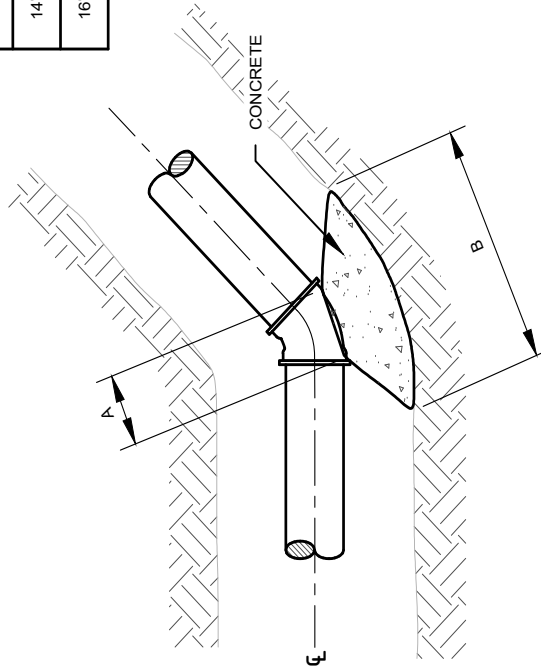
BLOCKING FOR TEE

615

BLOCKING FOR HORIZONTAL BENDS
DESIGN 180 PSI LINE PRESSURE
SOIL BEARING CAP 2K/SF

DIA. OF PIPE	DEGREE OF BEND											
	11 1/4°				22 1/2°				45°			
	A	B	*C	A	B	*C	A	B	*C	A	B	*C
4"	0'-4"	1'-0"	1'-0"	0'-5"	1'-0"	1'-0"	0'-6"	1'-0"	1'-0"	0'-11"	1'-3"	1'-3"
6"	0'-7"	1'-0"	1'-0"	0'-7"	1'-0"	1'-0"	0'-8"	1'-0"	1'-5"	1'-3"	1'-11"	1'-11"
8"	0'-8"	0'-10"	1'-2"	0'-9"	1'-4"	1'-4"	0'-10"	1'-10"	1'-10"	1'-6"	2'-6"	2'-6"
10"	0'-10"	1'-0"	1'-5"	0'-11"	1'-8"	1'-8"	1'-1"	2'-4"	2'-4"	1'-11"	3'-2"	3'-2"
12"	1'-0"	1'-3"	1'-8"	1'-1"	2'-0"	2'-0"	1'-3"	2'-10"	2'-10"	2'-2"	3'-10"	3'-10"
14"	0'-11"	1'-5"	1'-11"	1'-1"	2'-4"	2'-4"	1'-3"	3'-3"	3'-3"			
16"	1'-1"	1'-8"	2'-2"	1'-2"	2'-8"	2'-8"	1'-5"	3'-9"	3'-9"			

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH



NOTES:

1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTING TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC



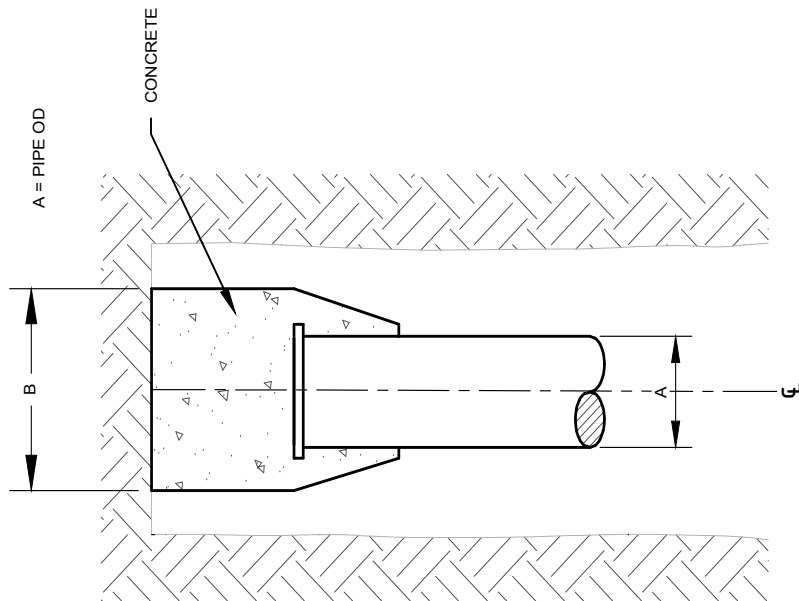
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

BLOCKING FOR
HORIZONTAL BENDS

616



CAP BLOCKING

PIPE OD A	BLOCKING DIMENSIONS	
	B	*C
4"	1'-0"	1'-0"
6"	1'-7"	1'-0"
8"	2'-2"	2'-2"
10"	2'-8"	2'-8"
12"	3'-2"	3'-2"
14"	3'-8"	3'-8"
16"	4'-3"	4'-3"

*C - VERTICAL DEPTH OF CONCRETE
BEARING ON UNDISTURBED EARTH

NOTES:

1. CAP ALL WATER MAIN STUB OUTS.
2. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
3. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
4. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
5. THRUST BLOCKING DESIGN TO BE PROVIDED IN CONSTRUCTION DRAWINGS FOR PIPES LARGER THAN 16" DIAMETER.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC



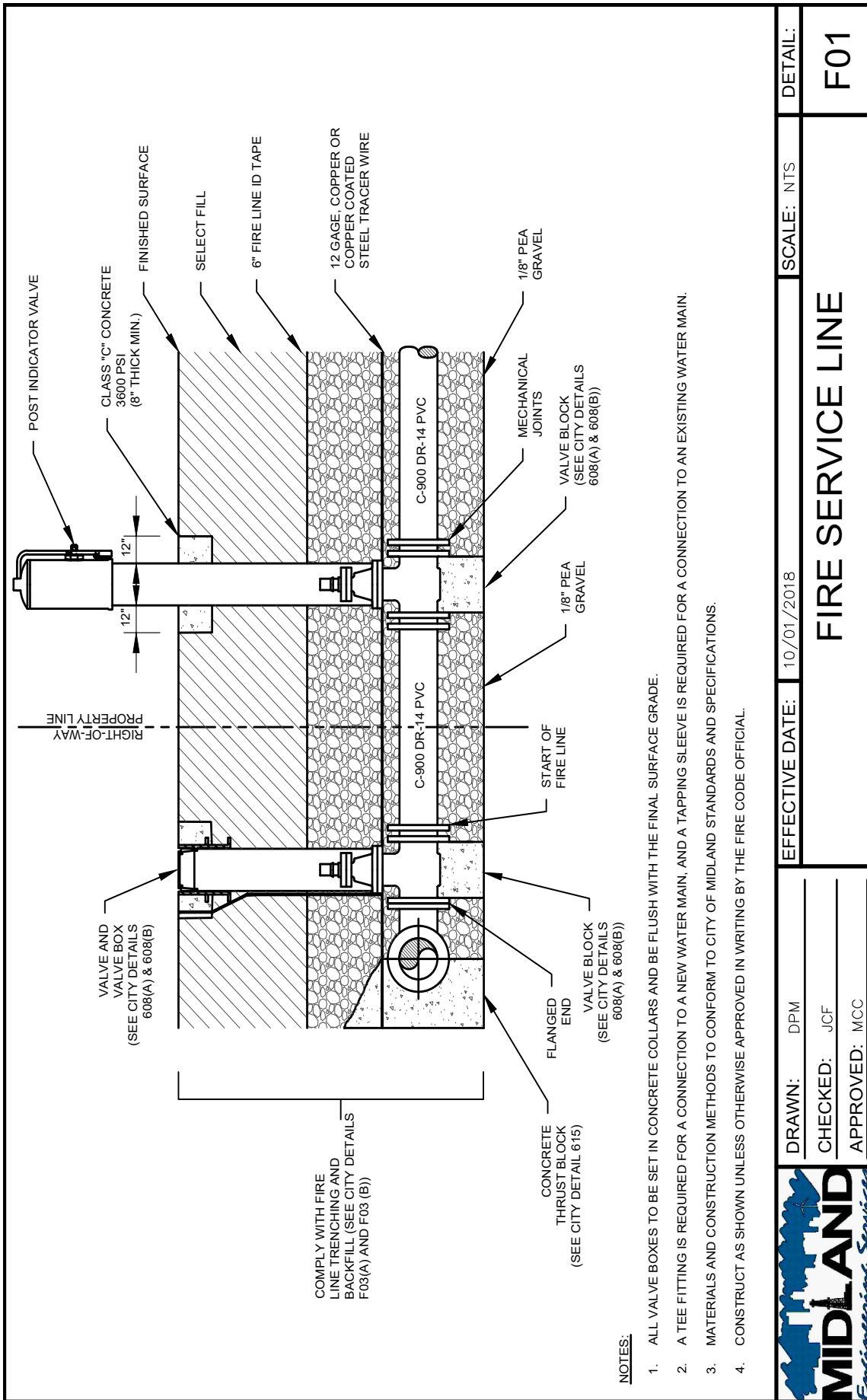
EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL:

BLOCKING FOR CAP

617



DRAWN: DPM
 CHECKED: JCF
 APPROVED: MCC

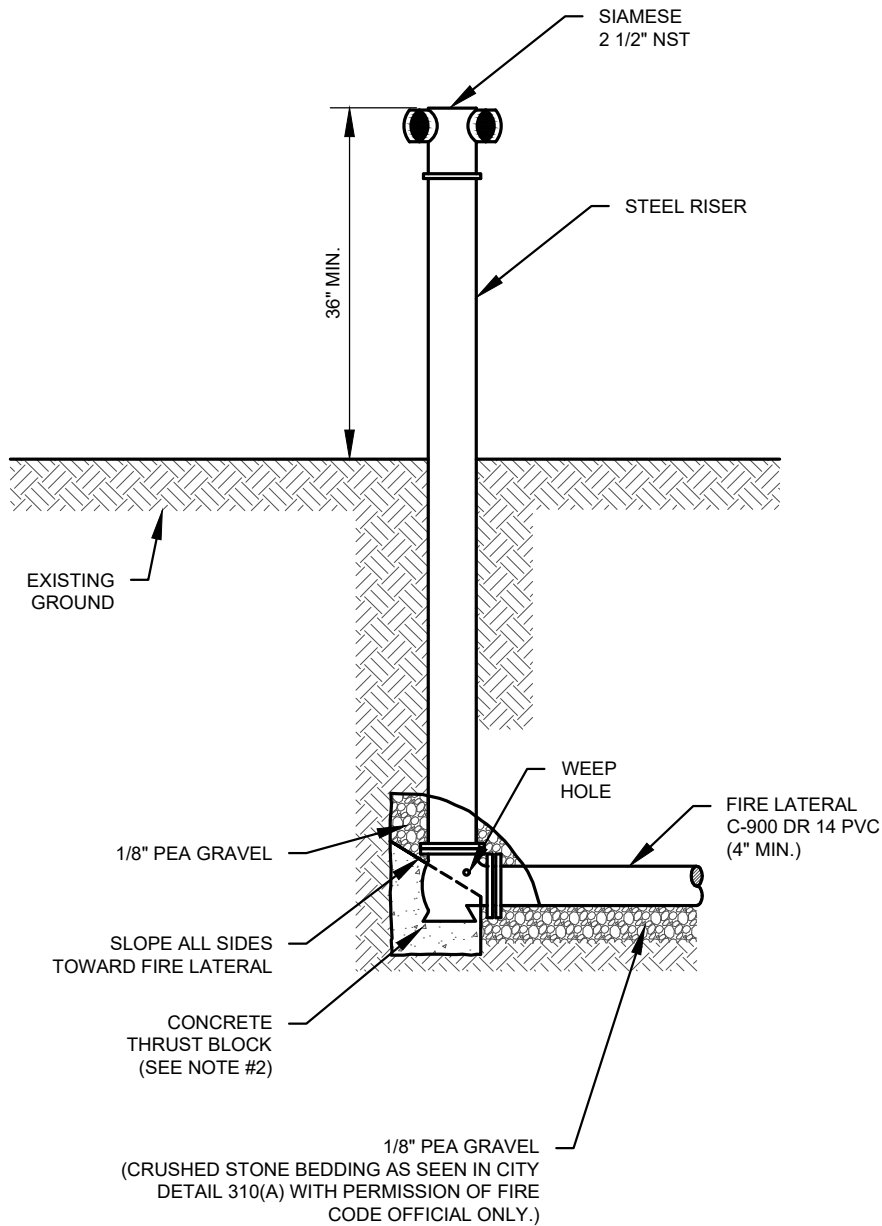
EFFECTIVE DATE: 10/01/2018

FIRE SERVICE LINE

SCALE: NTS

DETAIL:

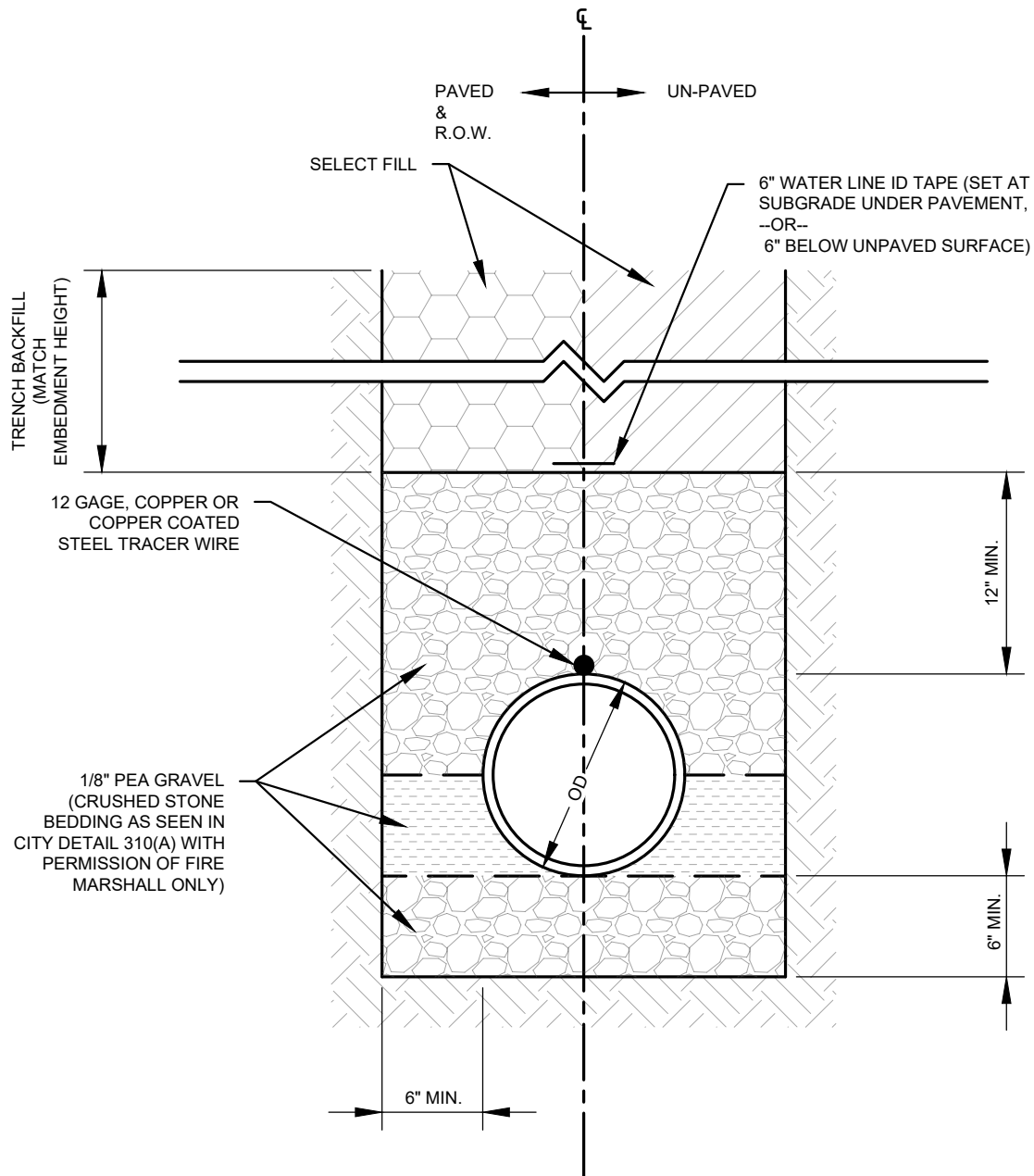
F01



NOTES:

1. FDC SHOE TO BE SAME AS TYPICAL FIRE HYDRANT SHOE. DO NOT WRAP SHOE IN PLASTIC.
2. SHAPE CONCRETE THRUST BLOCKS SO THAT NO WATER DRAINS ARE BLOCKED.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		REMOTE FDC 5.406 September 22, 2020
		F02



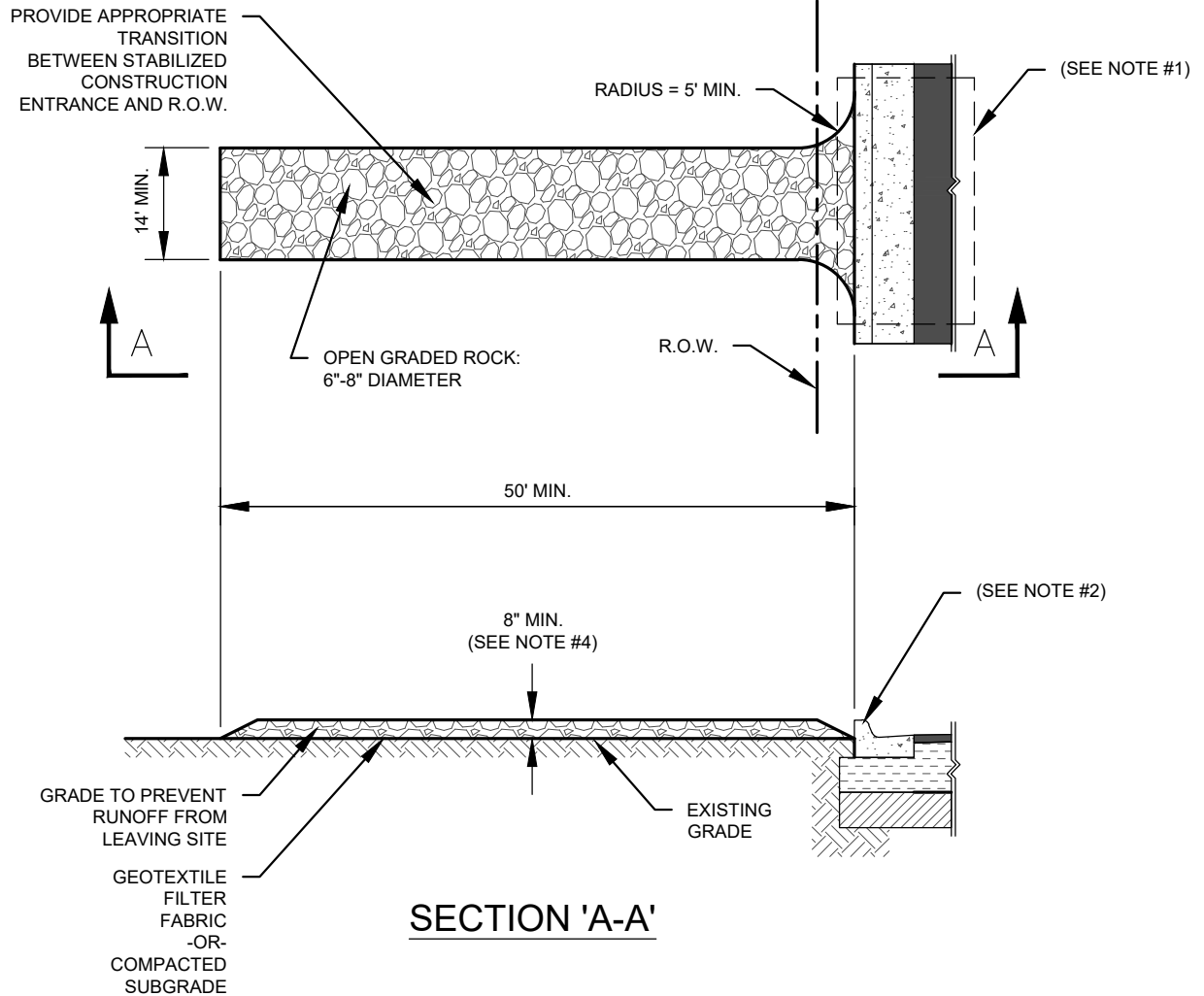
NOTES:

1. APPLIES TO ALL PIPE TYPES. (DUCTILE IRON, PVC, ETC.)
2. USE SELECT FILL FOR ALL BACKFILL MATERIAL.
3. MOISTURE CONDITION ALL BACKFILL MATERIAL PRIOR TO PLACING IN TRENCH.
4. PLACE BACKFILL MATERIAL IN MAXIMUM 12" LOOSE LIFTS AND COMPACT TO MAXIMUM 8" COMPACTED LIFTS.
5. REFER TO CITY DETAILS 311 AND 312 FOR TRENCH PAVEMENT REPLACEMENT REQUIREMENTS
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE FIRE CODE OFFICIAL.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services		FIRE LINE TRENCHING AND BEDDING September 22, 2020
PACKET		F03(A)

ENDING

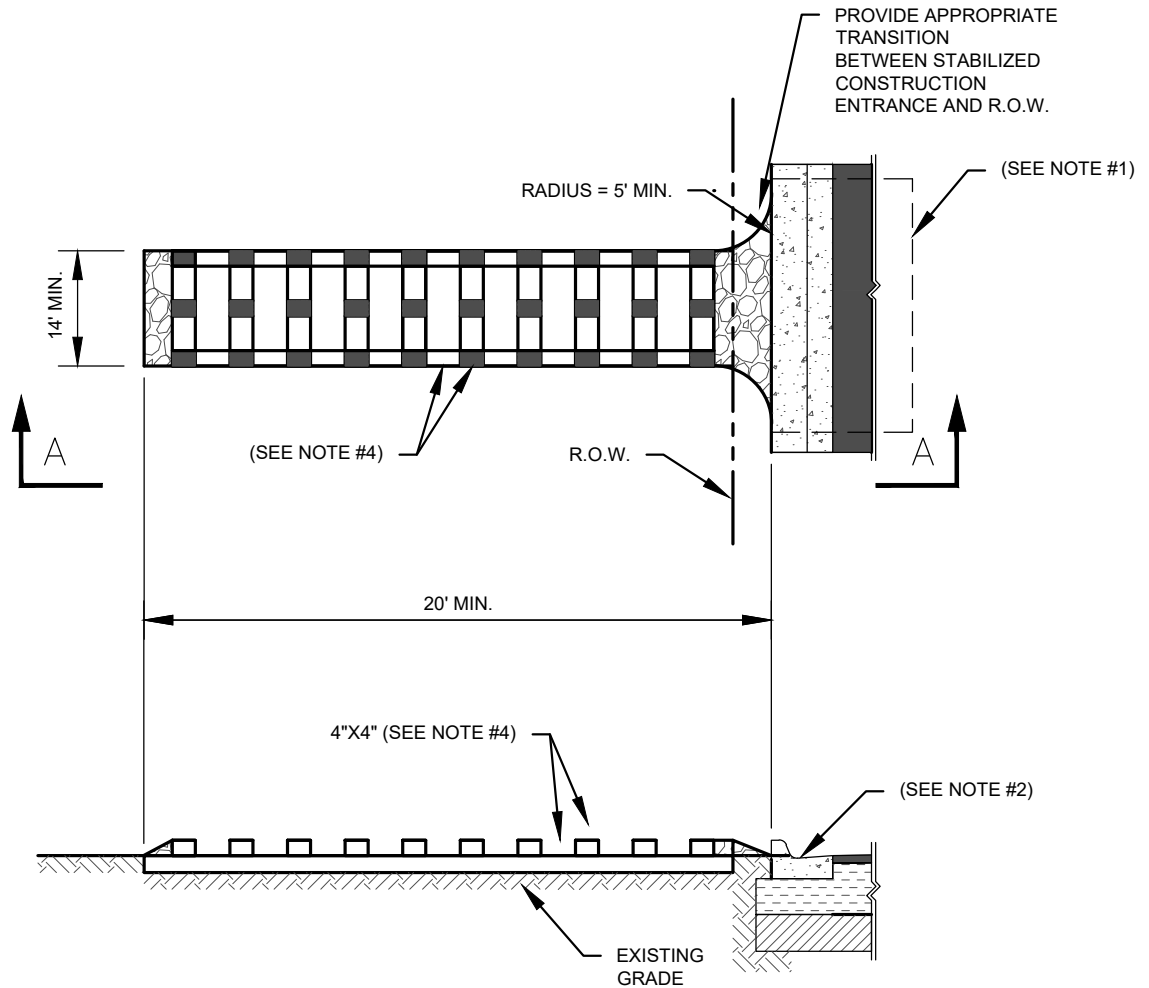
September 22, 2020



NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services		STABILIZED CONSTRUCTION ENTRANCE OPTION 1 September 22, 2020
701		

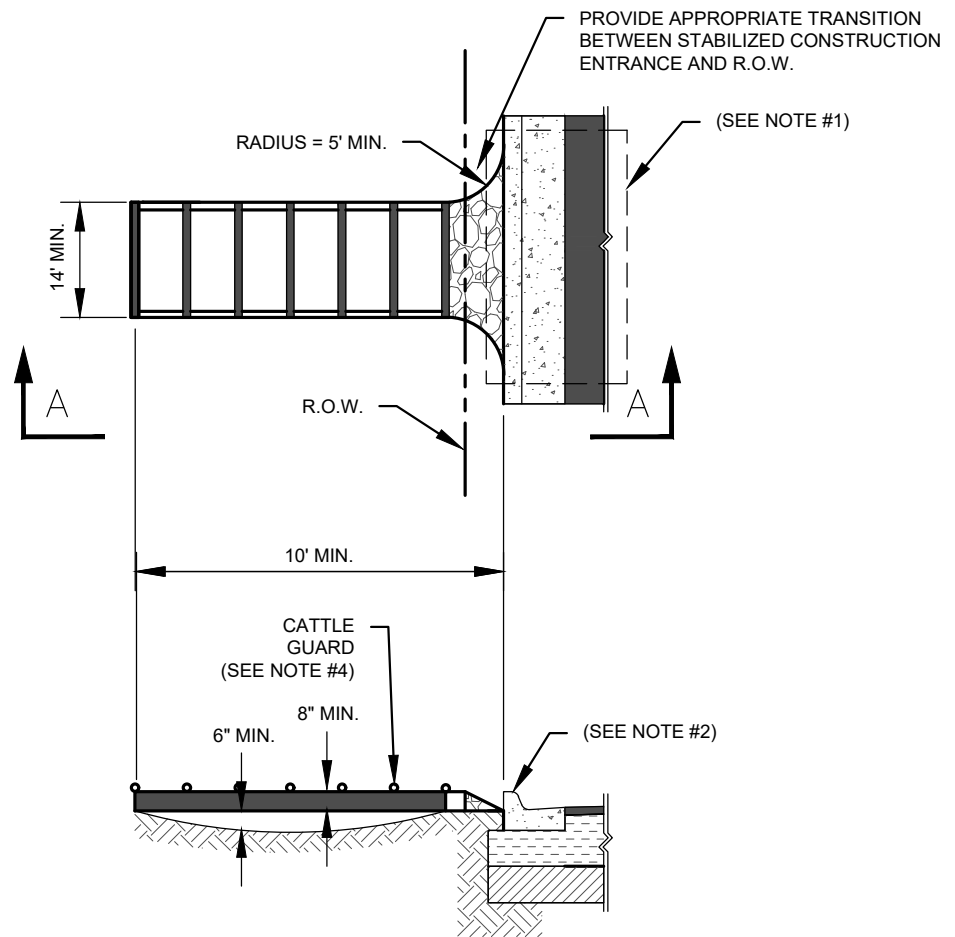


SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TWENTY (20) FEET.
4. BOARDS TO ALL BE 4"X4" WOOD BOARDS IN GOOD CONDITION. PLACE BOARDS ON BOTTOM LAYER TO RUN ALONG ENTRYWAY WITH 2.0' SPACING BETWEEN BOARDS. PLACE BOARDS ON TOP LAYER TO RUN ACROSS ENTRYWAY WITH 4.0" SPACING BETWEEN BOARDS. BOLT BOARDS ON TOP LAYER TO BOARDS ON BOTTOM LAYER.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services PACKET		STABILIZED CONSTRUCTION ENTRANCE OPTION 2 September 22, 2020
		702



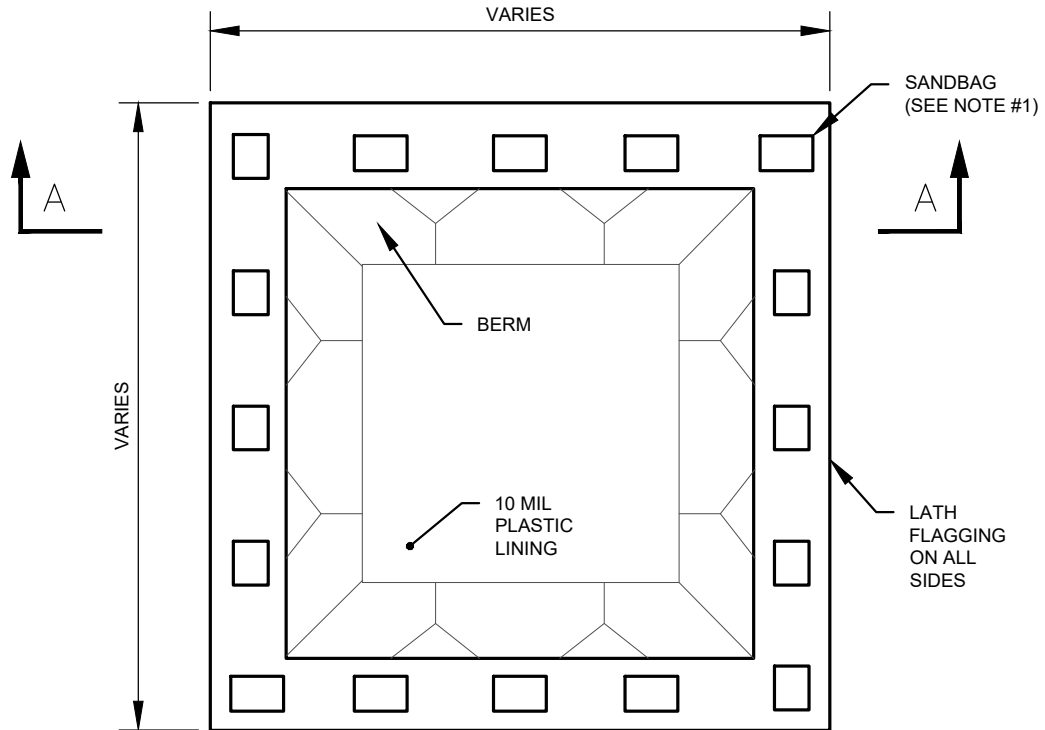
SECTION 'A-A'

NOTES:

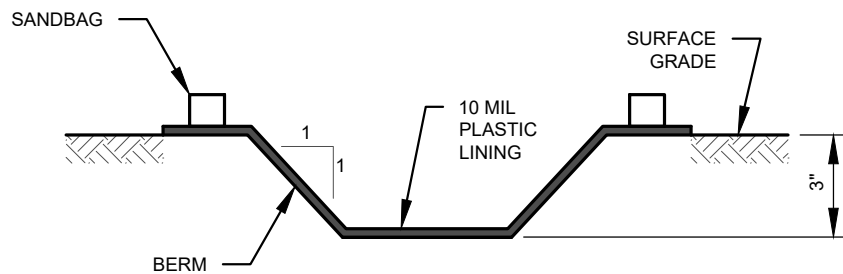
1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN TEN (10) FEET.
4. CATTLE GUARD TO BE STEEL, HEAVY VEHICLE LOAD RATED, AND UTILIZE TOP LEVEL BEAM OR PIPE CROSSINGS OF 4"-6" DIAMETER SPACED NO MORE THAN 8.0' APART. STRUCTURE MAY BE PRE-FABRICATED.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
STABILIZED CONSTRUCTION ENTRANCE OPTION 3 September 22, 2020			703





DEPRESSED WASHOUT

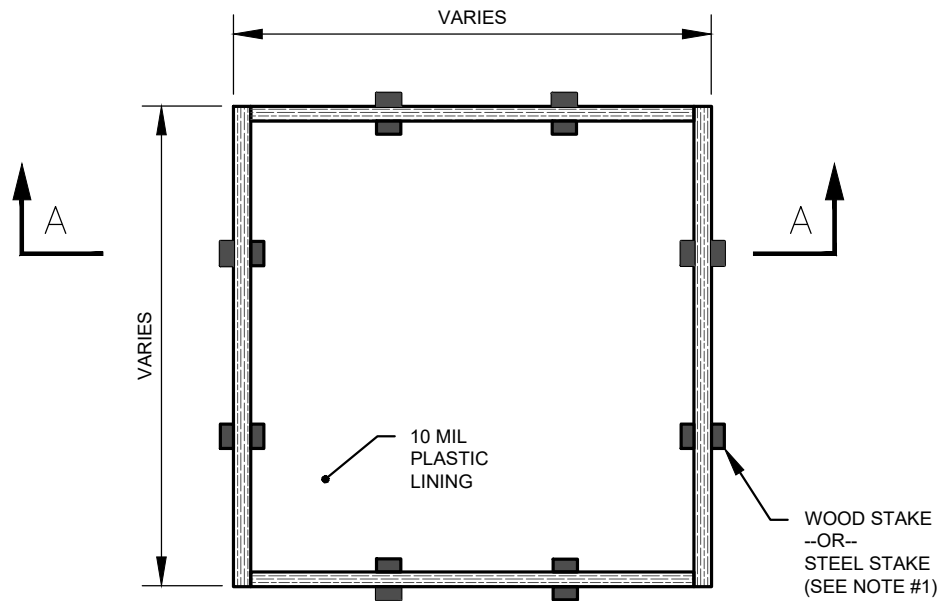


SECTION 'A-A'

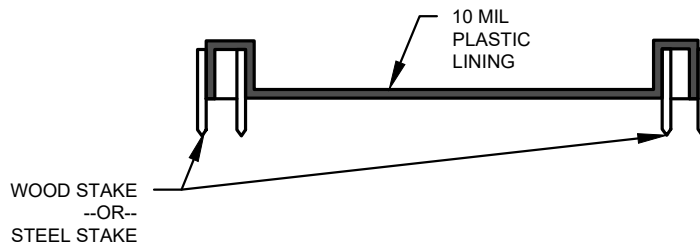
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services PACKET		CONCRETE WASHOUT OPTION 1 5.412 September 22, 2020
		704



ELEVATED WASHOUT

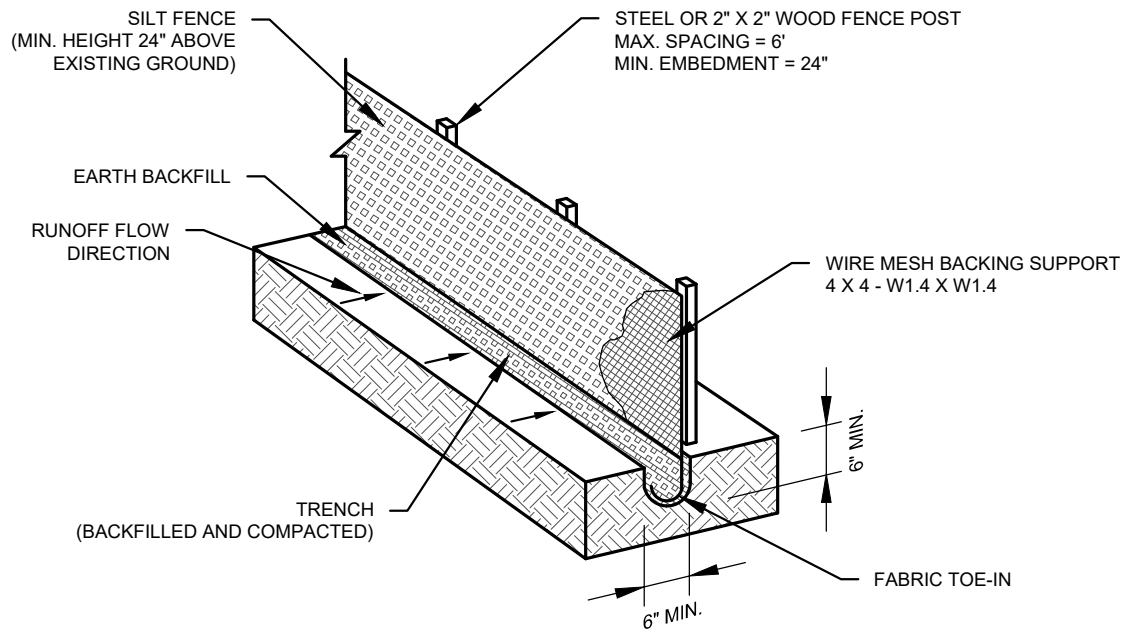


SECTION 'A-A'

NOTES:

1. THIS WASHOUT CONFIGURATION MAY NOT BE USED IN PAVED AREAS.
2. WOOD FRAME IS TO BE EQUAL TO OR BETTER THAN TWO-STACKED 2X12 ROUGH WOOD FRAME.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEERING.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018		SCALE: NTS	DETAIL:
		CONCRETE WASHOUT OPTION 2 5.413 September 22, 2020	
		705	



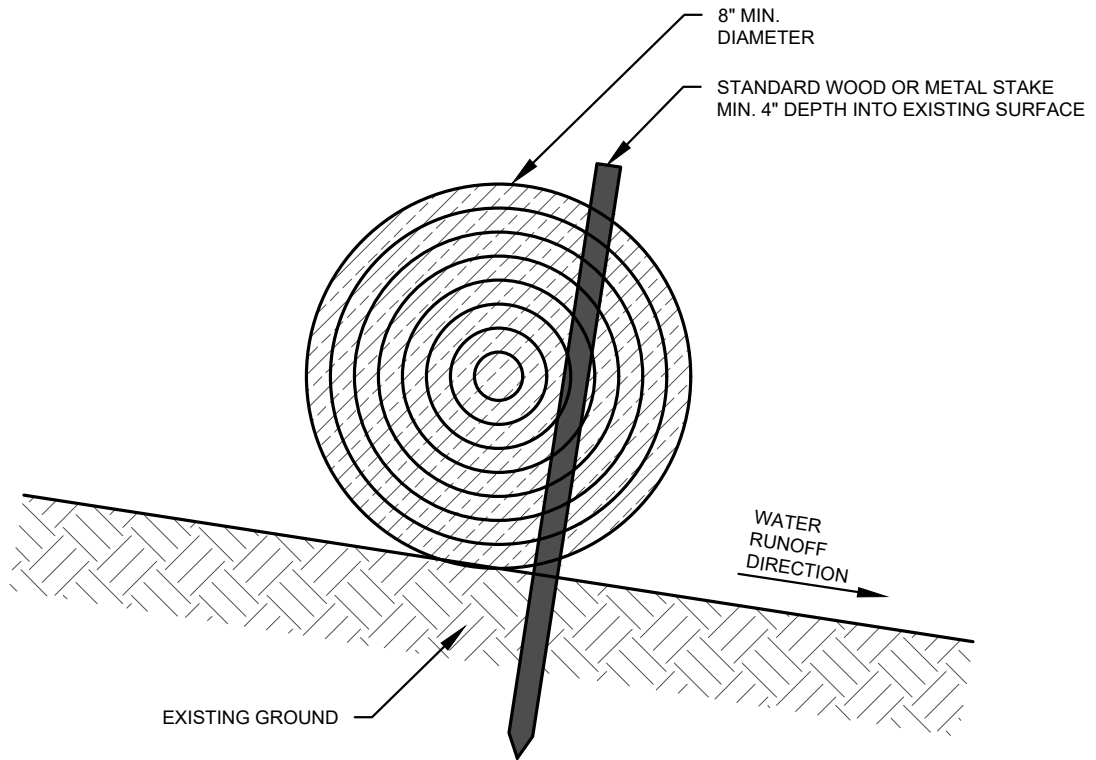
NOTES:

1. THIS DETAIL IS TO BE USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE SILT FENCE FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. INSTALL STEEL OR WOOD POSTS, WHICH SUPPORT THE SILT FENCE, WITH A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POSTS MUST BE EMBEDDED A MINIMUM OF ONE (1) FOOT.
3. TRENCH THE TOE OF THE SILT FENCE IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE THE FENCE CANNOT BE TRENCHED IN (E.G. PAVEMENT), WEIGHT DOWN FABRIC FLAP WITH WASHED GRAVEL ON UPHILL SIDE TO PREVENT FLOW UNDER FENCE.
4. THE TRENCH MUST BE A MINIMUM OF SIX (6) INCHES DEEP AND SIX (6) INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
5. SECURELY FASTEN SILT FENCE TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS TO BE ATTACHED TO THE STEEL OR WOOD FENCE POST. INCLUDE A SIX (6) INCH DOUBLE OVERLAP, SECURELY FASTENED, WHERE ENDS OF FABRIC MEET.
6. REMOVE SILT FENCE WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. REMOVE ACCUMULATED SILT WHEN IT REACHES A DEPTH OF SIX (6) INCHES. DISPOSE OF THE SILT ONSITE IN AN APPROVED LOCATION AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		706

SILT FENCE
5.414

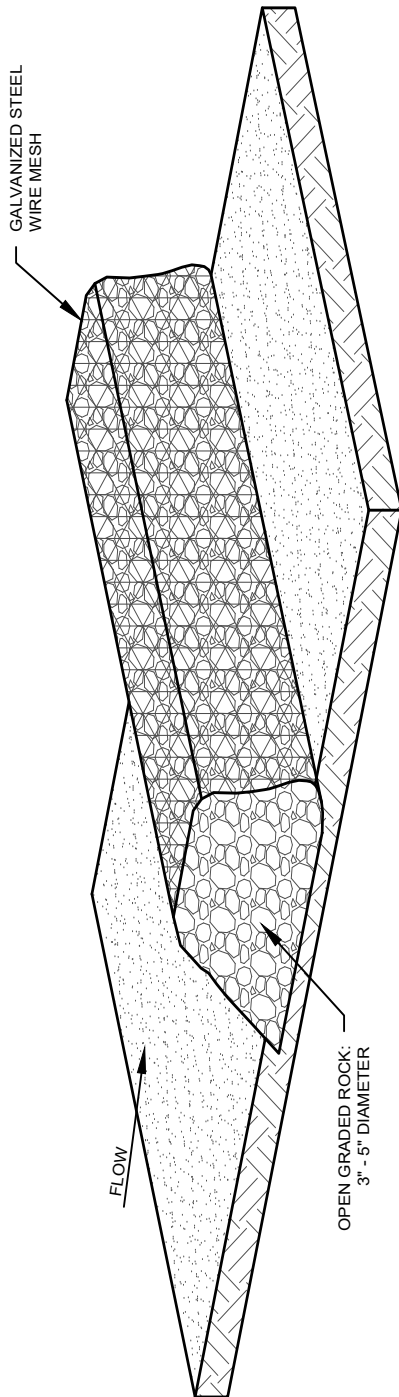
September 22, 2020



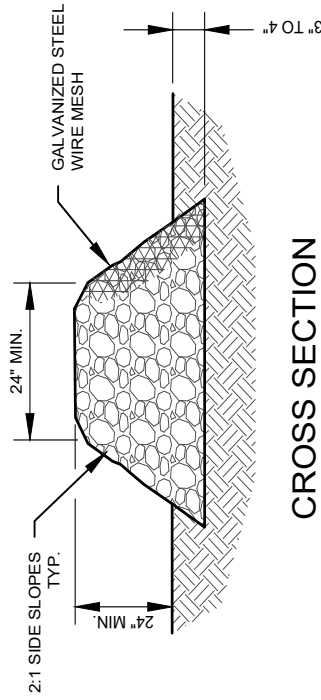
NOTES:

1. THIS DETAIL IS TO USED FOR SHEET FLOW CONDITIONS ONLY. DO NOT USE FILTER SOCK FOR POINT FLOW OR CONCENTRATED FLOW CONDITIONS.
2. DO NOT USE FILTER SOCK FOR SHEET FLOW WATERSHEDS LARGER THAN ONE (1) ACRE.
3. USE POLYPROPYLENE NETTING, BURLAP, OR JUTE FABRIC TO CONSTRUCT THE FILTER SOCK.
4. FILL FILTER SOCK WITH STRAW, HAY, COCONUT FIBER, OR COMPOSITE MATERIAL.
5. PLACE STAKING EVERY THREE (3) TO FOUR (4) FEET AT A MINIMUM.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
MIDLAND Engineering Services PACKET		FILTER SOCK 5.415 September 22, 2020
		707



ISOMETRIC VIEW



CROSS SECTION

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

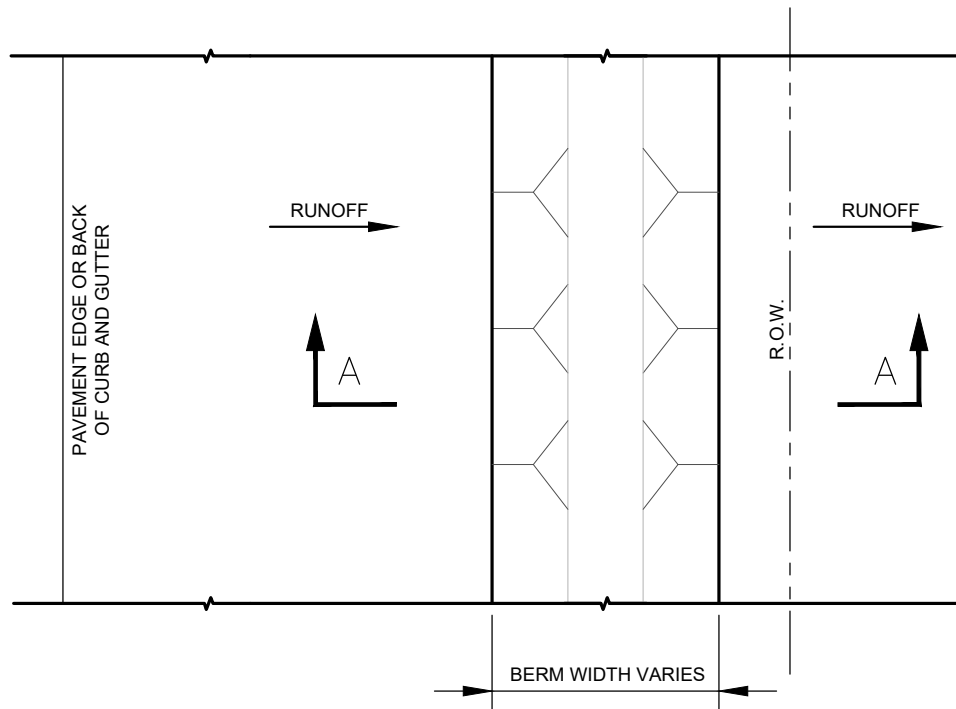
EFFECTIVE DATE: 10/01/2018

ROCK FILTER
DAM

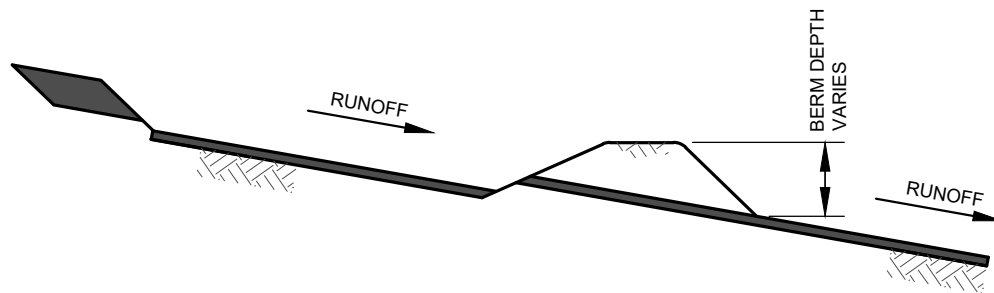
SCALE: NTS

DETAIL:

708



PLAN



SECTION 'A-A'

NOTES:

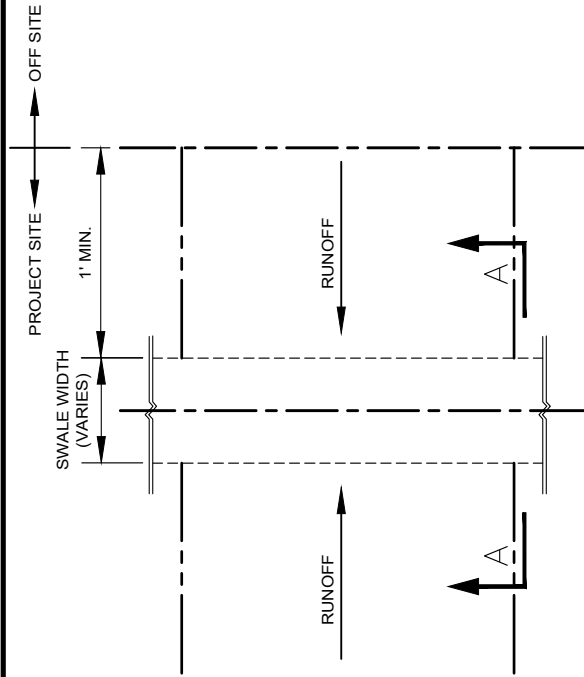
1. CONSTRUCT WIND ROW BERM FROM EXISTING TOPSOIL (4" TO 6" USUAL) TO INTERCEPT RUNOFF.
2. WHERE OVERTOPPING OF BERM OCCURS, PLACE ADDITIONAL EROSION CONTROL DEVICES AS REQUIRED BY THE ENGINEER.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
		709

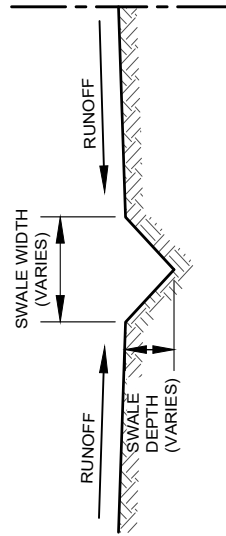
WIND ROW BERM

5.417

September 22, 2020



DRAINAGE SWALE BUFFER



SECTION 'A-A'

NOTES:

1. SIZE DRAINAGE SWALE BUFFER TO CONTAIN ALL RUNOFF DIRECTED TOWARDS IT SO THAT NO OVERTOPPING OF SWALE OCCURS.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.



DRAWN: DPM
 CHECKED: JCF
 APPROVED: MCC

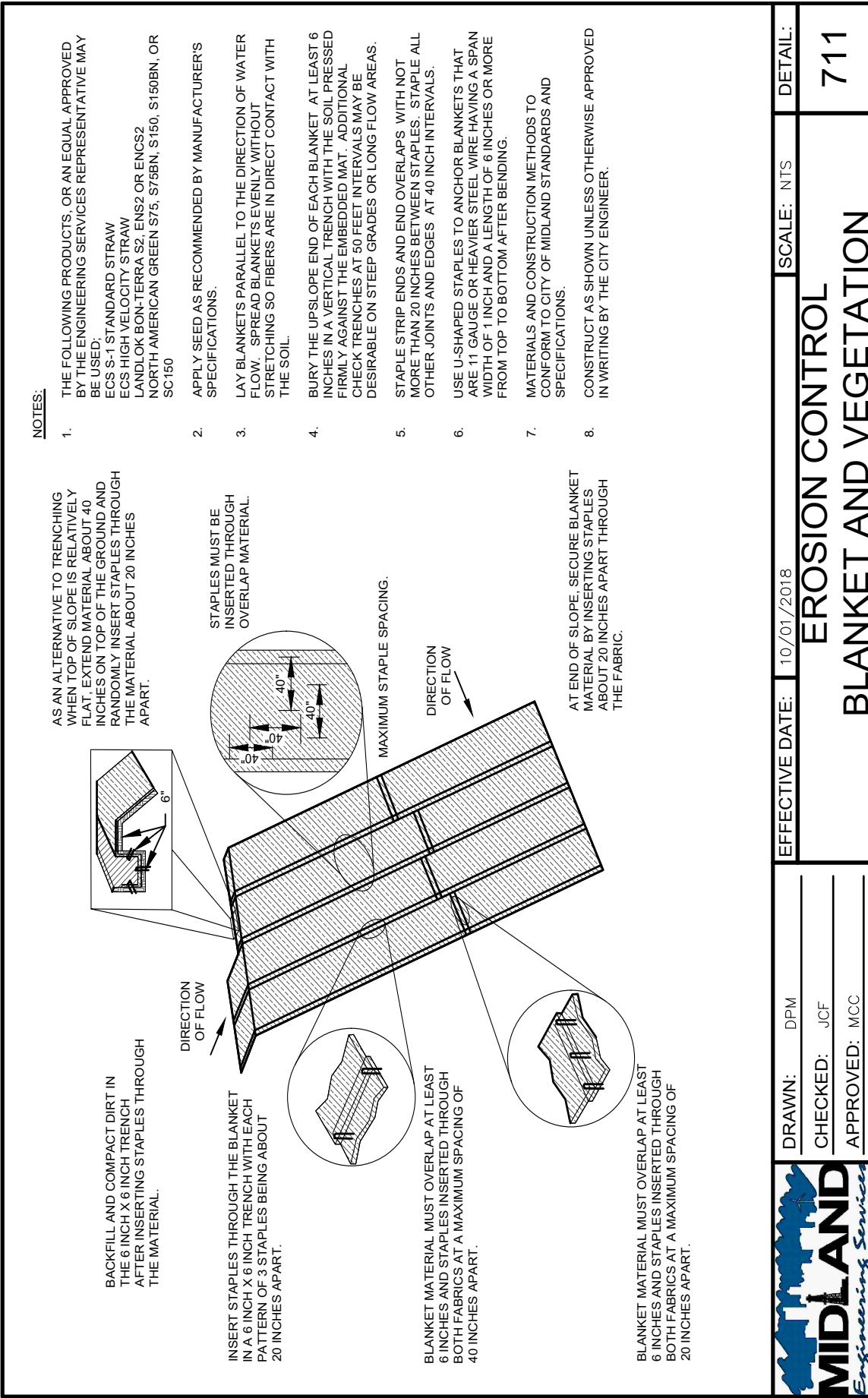
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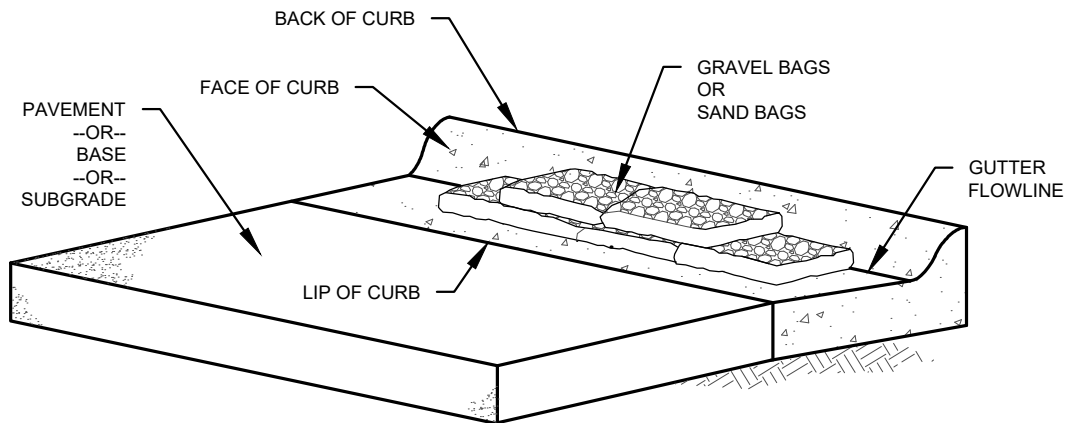
SCALE: NTS

DETAIL:

DRAINAGE SWALE BUFFER

710

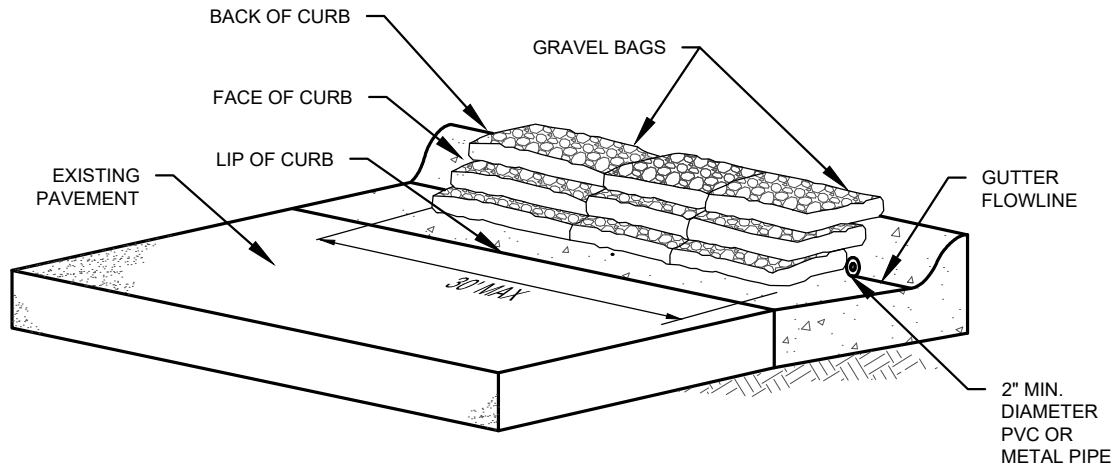




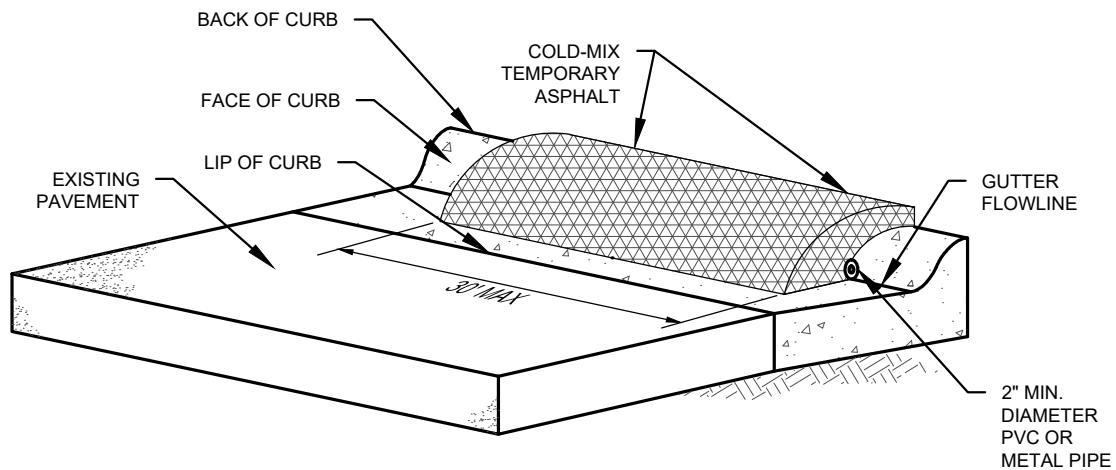
NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
			CURB GRAVEL OR SAND BAGS 5.420 September 22, 2020
PACKET			712



CURB GRAVEL BAG

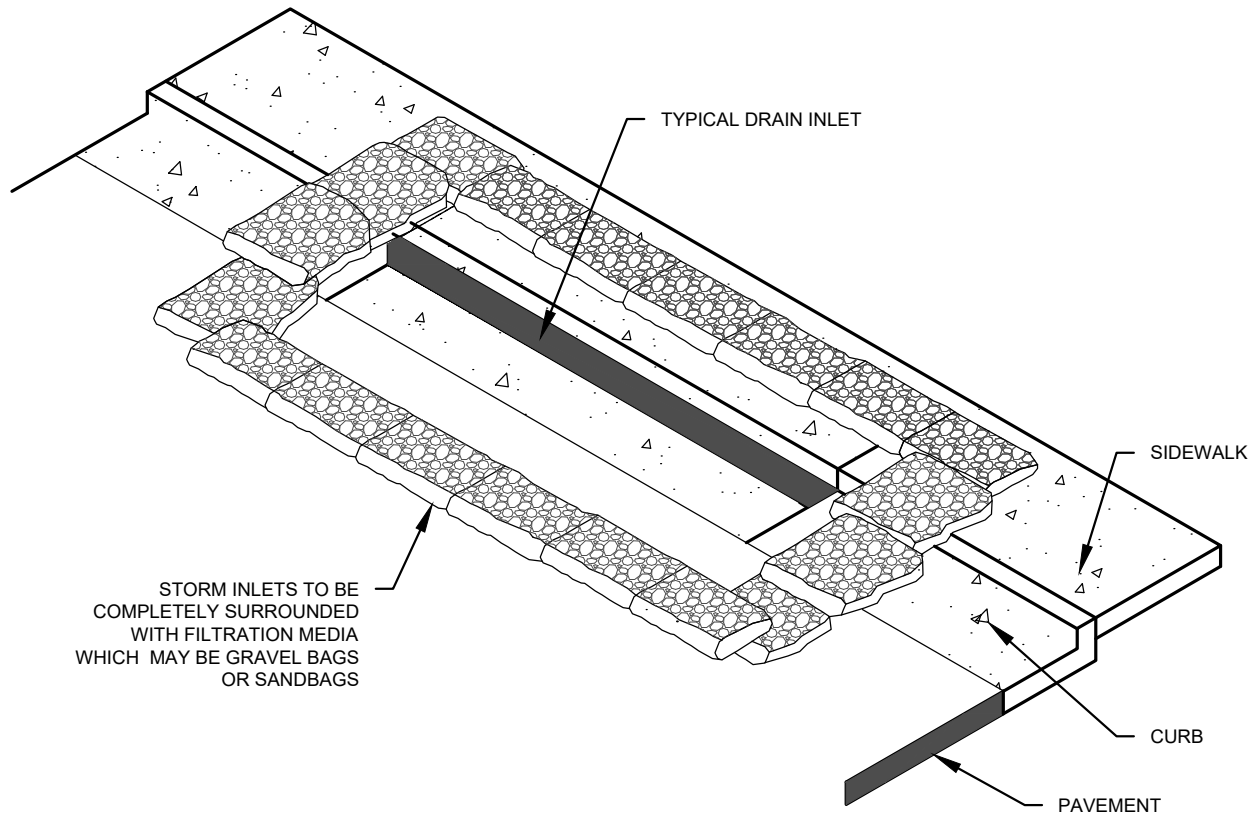


**CURB COLD-MIX
TEMPORARY ASPHALT**

NOTES:

1. UTILIZE THIS DETAIL WHEN ACCESSING PROJECT SITE OVER EXISTING CURB ONLY IF NO USABLE CURB OPENING EXISTS.
2. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL NO LESS THAN 1" DIAMETER AND NO GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE PIPE AND FACE-OF-CURB . DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. DO NOT PLACE TEMPORARY ASPHALT BEYOND LIP-OF-CURB.
7. PIPE MUST EXTEND ACROSS FULL LENGTH OF TEMPORARY CURB PROTECTION AND BE COMPLETELY EXPOSED AT BOTH ENDS.
8. MINIMUM 4" THICK LAYER OF GRAVEL OR ASPHALT REQUIRED OVER ALL PARTS OF AFFECTED CURB.
9. MAXIMUM WIDTH OF CURB PROTECTION IS 30'.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:	
TEMPORARY CURB PROTECTION 5.421			713



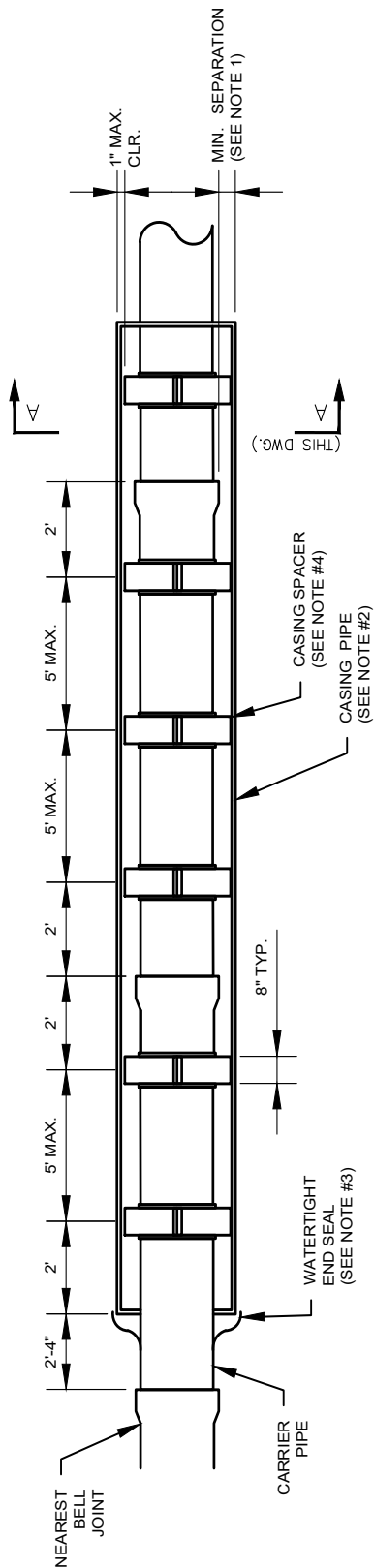
GRAVEL BAGS OR SANDBAGS

NOTES:

1. FILL BAGS TO 60% CAPACITY WITH CLEAN GRAVEL OR CLEAN SAND.
2. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE SURFACE.
3. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC
EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
 MIDLAND Engineering Services		714

CURB INLET PROTECTION
5.422 September 22, 2020



CROSS SECTION VIEW

NOTES:

1. CASING PIPE TO BE MINIMUM TWO (2) NOMINAL SIZES LARGER IN DIAMETER THAN CARRIER PIPE.
2. CASING PIPE TO BE NO LESS THAN 12" DIAMETER PIPE. 12"-16" DIAMETER CASING PIPE MAY BE STEEL OR PVC PIPE. CASING PIPE LARGER THAN 16" DIAMETER MUST BE STEEL PIPE. STEEL CASING PIPE TO BE MINIMUM 1/4" WALL THICKNESS. PVC CASING PIPE TO BE SDR-26 D2241 OR C-900.
3. CASING PIPE TO BE STEEL OR PVC.
4. WATER TIGHT END SEAL TO BE GROUT OR APPROVED MANUFACTURED SEAL.
5. CASING SPACERS TO BE HDPE OR APPROVED EQUAL. MINIMUM FOUR (4) EQUALLY SPACED RUNNERS. WITH BAND CLAMP JOINT LOCATED AT SPRINGLINE. SPACERS FOR CASING PIPE LARGER THAN 24" DIAMETER REQUIRE MINIMUM SIX (6) EQUALLY SPACED RUNNERS.
6. CASING INSTALLED IN OPEN TRENCH IS TO BE BACKFILLED PER CURRENT CITY STANDARDS FOR AN UN-ENCASED MAIN.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

SECTION 'A-A'

DRAWN: DPM

CHECKED: JCF

APPROVED: MCC

EFFECTIVE DATE:	10/01/2018
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SCALE: NTS

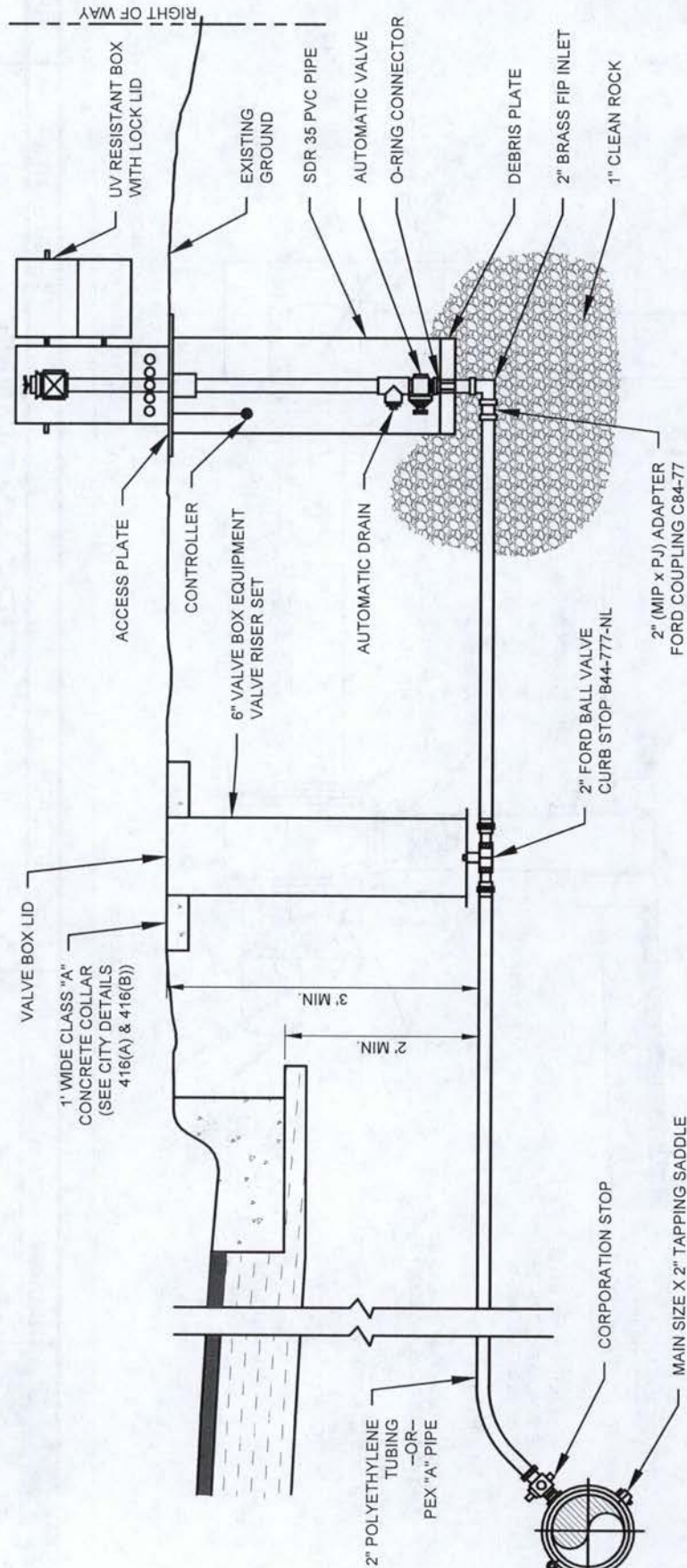
DETAIL:

TYPICAL PIPE CASING DETAIL

805

PACKET

5.424



NOTES

1. AUTOMATIC FLUSHING DEVICE TO HAVE A 2" BRASS FIP INLET, LEADING VERTICALLY INTO A 2" AUTOMATIC SOLENOID VALVE. AUTOMATIC SOLENOID VALVE SHALL HAVE A 150 PSI RATING. EACH UNIT SHALL BE FURNISHED WITH A STAND-ALONE VALVE CONTROLLER. VALVE CONTROLLER WILL NOT REQUIRE A SECOND HAND-HELD DEVICE FOR PROGRAMMING. MUST HAVE A MINIMUM OF 12 POSSIBLE FLUSHING CYCLES PER DAY AT UP TO 6 HOURS OF FLUSH TIME PER CYCLE. SHALL BE SUBMERSIBLE TO 12'. OPERATE WITH A 9 VOLT BATTERY (COMPARTMENT HOLDS TWO BATTERIES) AND HAVE A DOUBLE VALVE. ALL BRASS SAMPLING POINT. REMOVAL OF THE 2" SOLENOID VALVE SHALL BE POSSIBLE VIA AN O-RING CONNECTOR LOCATED UNDER THE VALVE AFTER REMOVAL OF THE STAINLESS STEEL ACCESS PLATE, UNDERGROUND PARTS SHALL BE HOUSED IN A PVC ENCLOSURE AND EACH UNIT SHALL BE SELF-DRAINING, NON-FREEZING. ALL ABOVE-GROUND COMPONENTS SHALL BE CONTAINED WITHIN A UV-RESISTANT LOCKING DOMED COVER.

ALL CONNECTION COMPONENTS (NOT INCLUDING THE STATION) MUST BE THE COMPONENTS LISTED OR APPROVED EQUALS. ALL COMPONENTS USED MUST BE FROM THE SAME MANUFACTURER.

ONLY TO BE INSTALLED IF APPROVED BY CITY ENGINEER/UTILITIES DIRECTOR.

MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY BOTH THE ENGINEERING SERVICES REPRESENTATIVE AND THE UTILITY DEPARTMENT REPRESENTATIVE.



DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE:

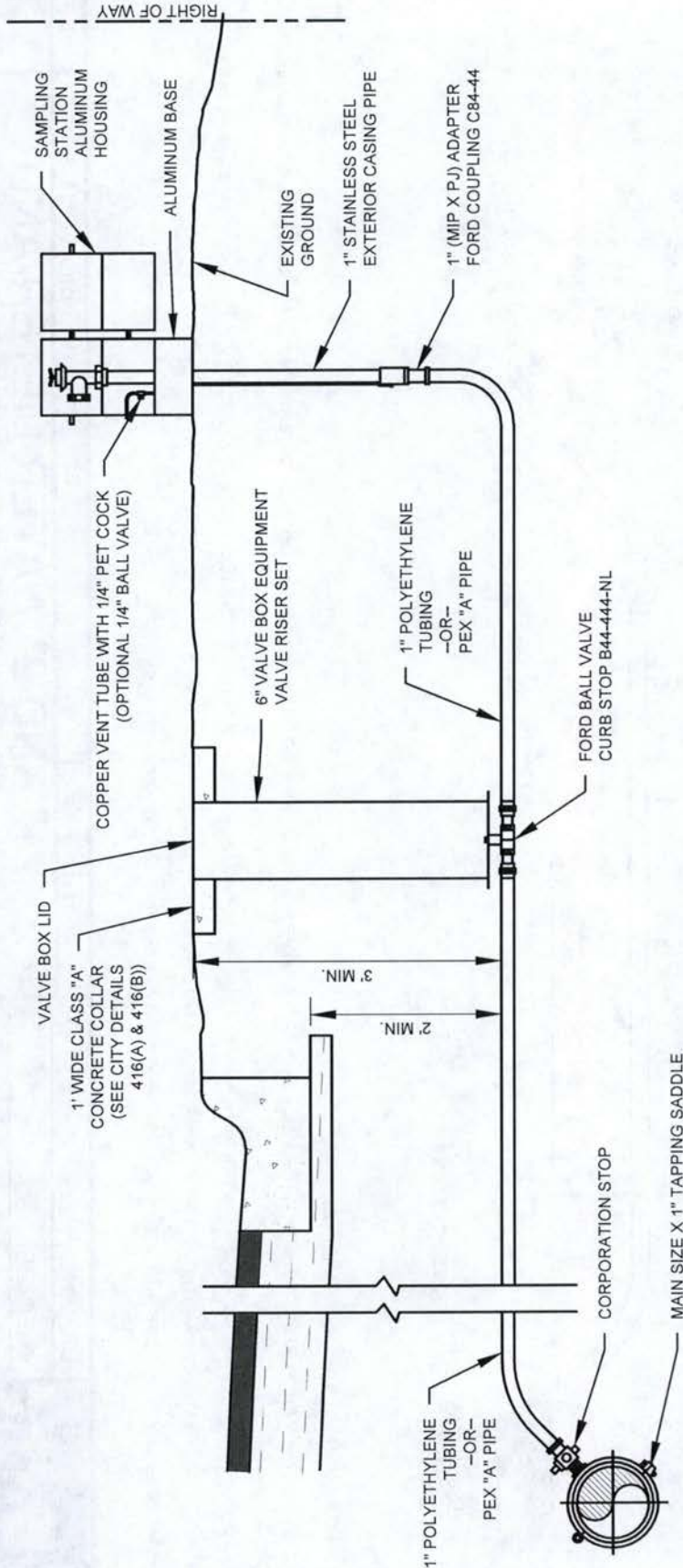
SCALE: NTS

DETAIL:

WATER FLUSHING STATION

4##

September 22, 2020



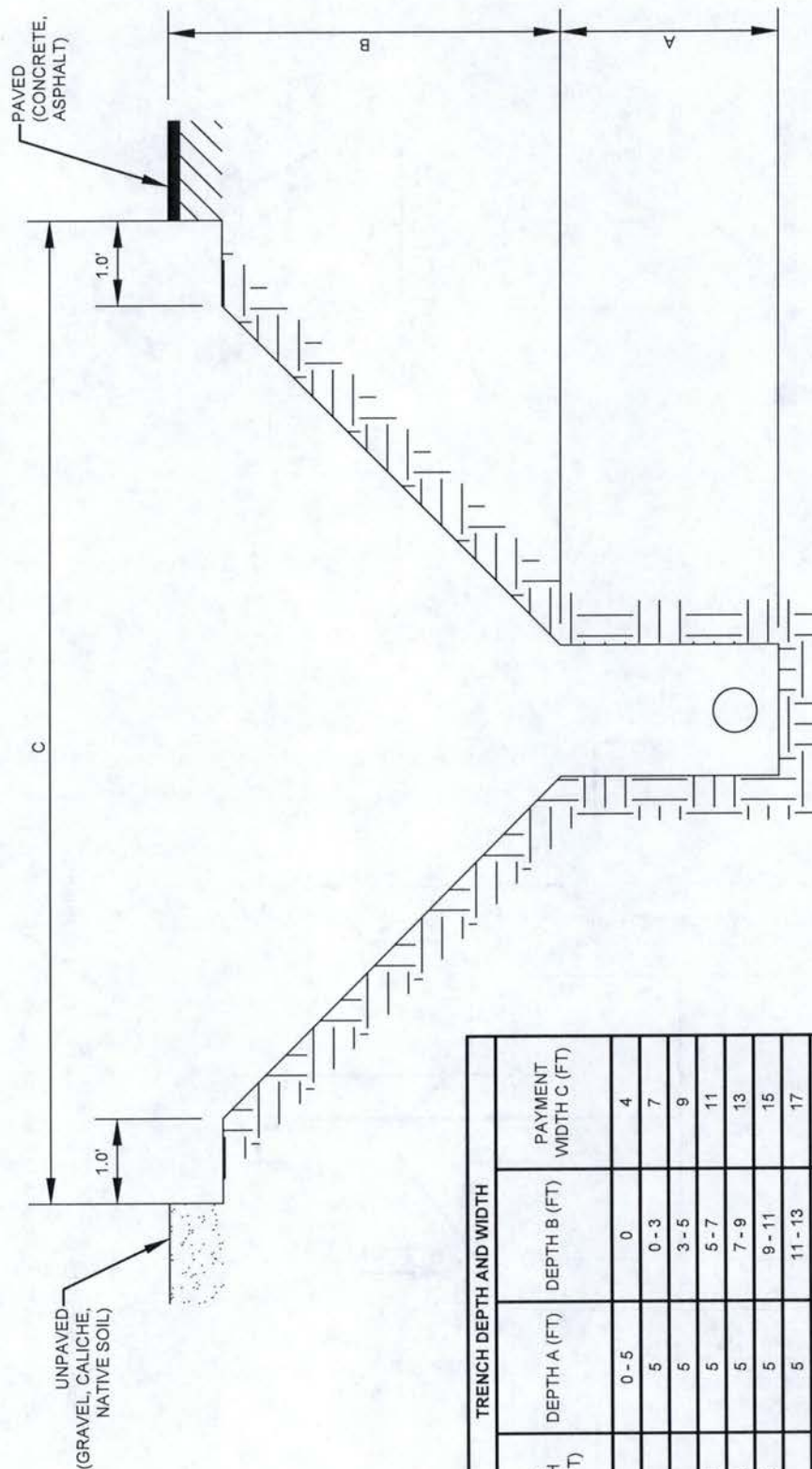
NOTES

1. SAMPLING STATION TO BE BURIED, WITH A 3/4" FIP INLET, AND A (3/4" HOSE OR UNTHREADED) NOZZLE.
2. ALL STATIONS TO BE ENCLOSED IN A LOCKABLE, NONREMOVABLE, ALUMINUM-CAST HOUSING.
3. WHEN OPENED, THE STATION WILL REQUIRE NO KEY FOR OPERATION, AND THE WATER WILL FLOW IN AN ALL BRASS WATERWAY.
4. ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING. EXTERIOR PIPING TO BE BRASS OR GALVANIZED.
5. A COPPER VENT TUBE WILL ENABLE EACH STATION TO BE PUMPED FREE OF STANDING WATER TO PREVENT FREEZING AND TO MINIMIZE BACTERIA GROWTH.
6. ALL CONNECTION COMPONENTS (NOT INCLUDING THE STATION) MUST BE THE COMPONENTS LISTED OR APPROVED EQUALS. ALL COMPONENTS USED MUST BE FROM THE SAME MANUFACTURER.
7. ONLY TO BE INSTALLED IF APPROVED BY CITY ENGINEER/ UTILITIES DIRECTOR.
8. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
9. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY BOTH THE ENGINEERING SERVICES REPRESENTATIVE AND THE UTILITY DEPARTMENT REPRESENTATIVE.

	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE: _____ SCALE: NTS WATER SAMPLING STATION 4### DETAIL:
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PACKET

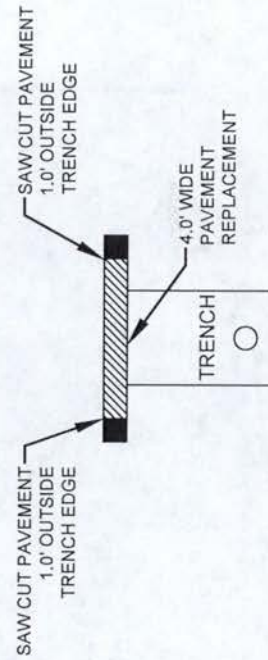
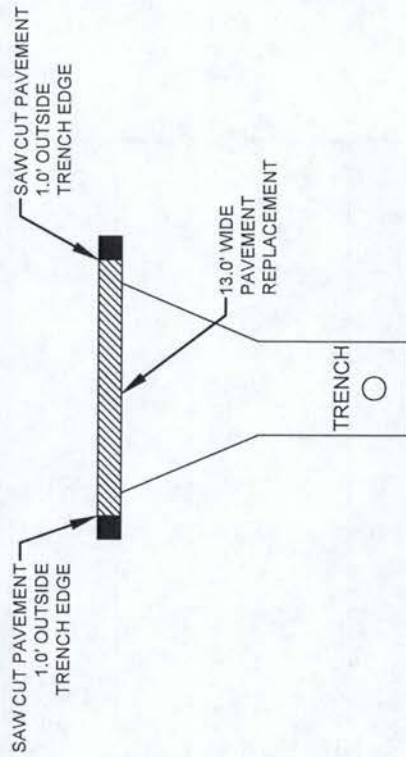
5.426



TRENCH DEPTH AND WIDTH			
TOTAL TRENCH DEPTH (FT)	DEPTH A (FT)	DEPTH B (FT)	PAYMENT WIDTH C (FT)
0 - 5	0 - 5	0	4
5 - 8	5	0 - 3	7
8 - 10	5	3 - 5	9
10 - 12	5	5 - 7	11
12 - 14	5	7 - 9	13
14 - 16	5	9 - 11	15
16	5	11 - 13	17
18	5	13 - 15	19
20	5	15 - 17	21
22	5	17 - 19	23

September 22, 2020

	DRAWN: DPM CHECKED: JCF APPROVED: MCC	EFFECTIVE DATE:	DETAIL:
	TRENCH DEPTH, WIDTH, & EXAMPLE CALCULATIONS PART(A)		



SECTION 'B-B'

 MIDLAND <i>Engineering Services</i>	DRAWN: _____ DPM	EFFECTIVE DATE: _____ TRENCH DEPTH, WIDTH, & EXAMPLE CALCULATIONS	DETAIL: _____ PART(B)
	CHECKED: _____ JCF		
	APPROVED: _____ MCC		



ADDENDUM #01
Project Number U20-01

TO ALL BIDDERS ON THE SUBJECT BID: **Utility Extension Program 04**

ADDENDUM #01

DATE: August 28, 2020

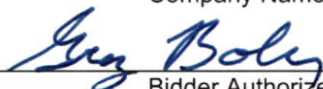
1. Q/A and Clarification
2. Non-Mandatory Pre-Bid Meeting Teleconference Agenda
3. Non-Mandatory Pre-Bid Meeting Teleconference Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.

Company Name



Bidder Authorized Signature

Greg Boler

Please Print Above Name

09.02.2020

Date

432.694.0660

Phone

www.MidlandTexas.gov

Engineering ▪ 300 N. Loraine, Midland TX 79701 ▪ 432-685-7286

**Utility Extension Program 04
Project Number U20-01**

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: Contractor must include documentation with their bid verifying that they possess a current and active Water Operator D license, Wastewater D license, or Class 1 Collections license at the time of bidding. This license must be maintained for the entire first fiscal year of the program. Any bid from a bidder that does not include documented proof of meeting this requirement will be rejected as a non-responsive bid. If after the first fiscal year of the program both the City of Midland and the Contractor wish to renew the program for a second fiscal year, then the Contractor must possess both a Water Operator D license and either a Wastewater D license or a Class 1 Collections license for the rest of the program's duration. If the Contractor cannot provide proof of meeting this requirement prior to the renewal taking place then the renewal will not be allowed to occur.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: All invoice submittals are to be itemized and match the approved Work Orders and Proposal line items.

Clarification: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

Clarification: Traffic control in arterials will be the responsibility of the City of Midland, and Contractor will be required to coordinate with the barricade company under contract with the City of Midland in such cases. Contractor is responsible for all other traffic control during this program.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions.

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Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Contractor is to return all existing fire hydrants removed during this project to the City of Midland Utilities. Fire hydrant removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Bidders are to note that Contractors are required to provide Closed Circuit Televising of all wastewater mains installed, but this requirement does not apply to wastewater laterals.

Clarification: Contractor is required to have at least one construction crew dedicated to this program at all times. Contractor may also assign more than one crew to this program if they wish to do so.

Clarification: Additional Labor, Downtown Area, Water Improvements and Additional Labor, Downtown Area, Wastewater Improvements are covered by miscellaneous Bid Items 13 and 14 in the Proposal and Pay Notes M6 and M7.

Clarification: Bids are required to have a performance bond for the full contract amount.

Clarification: The quantities listed in the Proposal are representative of the type of work that has occurred for past versions of this program in order to establish the bid item unit prices, but the quantities are not based on known future projects for this program as the nature of this program does not make that possible. This program is intended to be flexible enough to be used for whatever the City of Midland's highest priority task is at the time that falls within the program's scope. In the past some years of the program were dedicated more heavily to water improvement, while other years have seen more wastewater improvements.

Clarification: For the purpose of this bid all Bidders are to assume hydrovac operations will be performed by the Contractor and will be considered subsidiary to the program scope and not paid for as an additional bid item.

Clarification: If an emergency situation occurs that the City feels it needs help with, it will likely first request help from Contractors who are already under contract with the City as that is the easiest option for City Staff to justify. However, if the Contractor who is awarded this program cannot perform or is not willing to perform the emergency work requested by the City there is no obligation for them to do so, nor will this decision have any bearing on the operation or execution of this program. Emergency

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projects of this nature will not be paid for from the Utility Extension Program 04 funds.

Clarification: Tony Galindo will be the City of Midland's initial Utility Contact for this program.

Question: Is the intent of this program to keep a crew going full time?

Answer: Yes. The goal of this program is to always have enough work assigned or ready to assign that the work crew, or crews, never has to stop, and to keep working until either the fiscal year ends or the available funds run out. There have been times in the past when there have been a few days or a week or so between completed work and the next project issued under the program, but typically multiple projects are designed ahead of time so that a new project can be assigned before projects currently under construction are completed to avoid such work lags.



**Utility Extension Program 04
Pre-Bid Teleconference Meeting Agenda
Project No. U20-01
July 26, 2020**

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
 - o Please email jferguson@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.
2. Personnel Overview
 - o Matt Carr – City Engineer
 - o Mike Pacelli – Traffic Engineer
 - o Cory Moose – Assistant Utilities Director
 - o Josh Ferguson – Engineering Manager – CIP, project engineer
 - o Bobby Wojciechowski – Construction Manager, construction management & inspections
 - o _____ – Utilities Superintendent
 - o Taha Sakrani – Associate Traffic Engineer
 - o Troy Clabaugh – Sr. Transportation Technician
 - o Gabe McClelland – Transportation Manager
 - o Jesus Perez – Project Manager
 - o Natalie Burgard – Administrative Assistant, document processing
 - o Regina Stephenson – Purchasing Manager, conduct bid process & bid opening
3. Program Scope
 - o Program includes the installation, replacement, repair, relocation, and removal of water, fire, and wastewater improvements along with all necessary safety requirements, traffic controls, erosion controls, etc.
 - o Program is intended primarily for utility main extensions or replacements along one or more blocks including all necessary main and service connections and the installation or replacement of all meters, valves, manholes, or other public utility infrastructure.
4. Bid Process
 - o Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
 - o ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: jferguson@midlandtexas.gov.
 - o Purpose of bids is to establish unit prices.
 - o The amount to be awarded for the Utility Extension Program 04 is set at an amount not to exceed \$1.75-million.
 - o Quantities listed in the Proposal are not indicative of or guarantees of the actual project work quantities that may be assigned under this program.
 - o Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
 - The deadline to ask or send questions for the addendum is this Friday, August 28, 2020 at Noon.

PACKET

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September 22, 2020

- Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
- o ATTENTION: Due to the Coronavirus (COVID-19) pandemic, the City of Midland's City Hall is closed to the Public. All bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

USPS Mailing Address:

City of Midland, Texas
Attn: City Secretary's Office
P O Box 1152
Midland, TX 79702

– OR –

Physical Address for mail carriers other than USPS:

City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person then bidders must make arrangements in advance to drop the bid packets off at the north doors of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

- o Bid Opening is Wednesday, September 2, 2020 at 2:00 PM in the City Secretary office located on the 3rd Floor of Midland's City Hall.
 - ATTENTION: The public bid opening will be shown via the City Council Meeting live feed in order to maintain social distancing due to COVID-19. This can be accessed from the following web address at the time of the bid opening: <http://www.midlandtexas.gov/600/Watch-Council-Meetings>
 - No late bids will be accepted.
 - Bidders must be willing to sign the contract as is.
 - Bidders must complete the conflict of interest forms if applicable.
 - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
 - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.
 - Bidders must include documentation with the bid submittal verifying they have the required utility license as outlined in the last paragraph of the Special Provisions section of the bid packet.
5. Notice to Proceed
- o Date of Notice to Proceed to be determined at the Pre-Construction Meeting, but will be no later than October 1, 2020.
 - o Pre-Construction Meeting date will be set after the project bid is awarded.
6. Payment
- o Payment made after 100% work completion. No partial payments or payment for material delivery/mobilization. Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor.
7. Work Schedule
- o City Inspector must be notified of all work occurring and be able to perform inspection on any construction or installation that occurs.
 - o Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
 - o Work is not to occur on Sundays or legal holidays unless required for emergency situations.
 - o Work is not to occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Program Specifics

- o Open Trench Depth bid items.
- o Additional Labor, Downtown Area line items.
- o Material/Labor/Equipment Rental Mark-up line items.
- o Design and Detail drawings.
- o Erosion Control – will be emphasized.
- o Traffic Control – traffic control for work performed in arterial streets under this program will be City of Midland's responsibility. Contractor is responsible for all other Traffic Control for this program. If at any time traffic control in arterial ROW is to be handled by the Contractor rather than by the City, then the Contractor is to adhere to all requirements outlined in Special Provisions, 7. Traffic Control of the program's bid packet.
- o Construction staking is solely the responsibility of the Contractor.
- o Construction testing is solely the responsibility of the Contractor.
- o Comply with all OSHA and other applicable safety requirements and regulations at all times.
- o Personnel
- o Weekly Progress Meetings
- o Program Duration & Renewals
- o Example Projects & Work Orders

9. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson

Office Phone: (432) 685-7290

Cell Phone: (432) 241-5078

Email: jferguson@midlandtexas.gov

PACKET

5.435

September 22, 2020

Date: 08/26/2020 - 3:00 PM

[illegible]



ADDENDUM #02
Project Number U20-01

TO ALL BIDDERS ON THE SUBJECT BID: **Utility Extension Program 04**

ADDENDUM #02

DATE: August 31, 2020

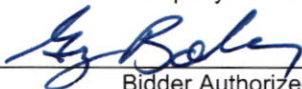
1. Clarification

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Boler Equipment Service, Inc.

Company Name



Bidder Authorized Signature

Greg Boler

Please Print Above Name

09.02.2020

Date

432.694.0660

Phone

www.MidlandTexas.gov

Engineering • 300 N. Loraine, Midland TX 79701 • 432-685-7286

**Utility Extension Program 04
Project Number U20-01**

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All information and answers provided in Addendum 01 remain in effect unless specifically addressed in Addendum 02.

Clarification: A performance bond for the full contract amount is required after the City Council approves the award of the program contract to the lowest responsible bidder. A performance bond is not required as part of the bid submittal.



City Council Meeting

Item Number: 7
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Justine Ruff, Director
Subject: Motion authorizing the execution of a Grant Agreement between the City of Midland, Texas, and Texas Department of Transportation (TXDOT) to provide for the City of Midland's participation in the 2021 Routine Airport Maintenance Program (RAMP); and authorizing the appropriation of \$25,000.00 from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the TXDOT RAMP Agreement Project (700288) (AIRPORTS)

Purpose:

Resolution authorizing the execution of a 2021 Routine Airport Maintenance Program (RAMP) Agreement between the City of Midland, Texas and Texas Department of Transportation (TxDOT).

Recommended City Council Action:

Approve

Fiscal Impact:

\$25,000.00 - Airport Funds
\$25,000.00 - TxDOT RAMP Fees

That the sum of \$25,000 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the TxDOT RAMP Agreement Project (700288).

Discussion:

On April 23, 2003, the Department of Airports received approval from TxDOT to add Midland Airpark to their current contract with Vaisala, Inc. to provide AWOS (Automated Weather Observing System) maintenance at Texas airports.

The AWOS is a group of sensors which measure, collect and disseminate weather data to help meteorologists, pilots and flight dispatchers prepare and monitor weather forecasts, plan flight routes, and provide necessary minute-to-minute information for correct takeoffs and landings.

TxDOT signed a contract directly with Vaisala for all airports interested in participating. In doing so, costs were reduced and instead of getting reimbursed, we pay our share in one payment directly to TxDOT. The cost of maintenance associated with the AWOS system is \$25,000.00 annually. Participating in a RAMP Grant with TxDOT cuts this cost in half. On August 1, 2016, DBT Transportation Services, LLC purchased Vaisala, but has agreed to maintain the agreement with TxDOT for AWOS maintenance.

This RAMP Grant can also be used for various other maintenance items at Airpark, including pavement crack sealing, pavement markings, drainage maintenance, mesquite tree eradication, repair and maintenance of airport lighting, etc. at a 50/50 match for TxDOT and the Department of Airports.

City Manager's Office

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

TxDOT Project ID: M2106MDLN

Part I - Identification of the Project

TO: The City of Midland, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Midland, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the MIDLAND - MIDLAND AIRPARK Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2021, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. through the fence access shall be reviewed and approved by the State; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and

- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Midland, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

The City of Midland, Texas

Sponsor

Sponsor Signature

Sponsor Title

Date

Acceptance of the State

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 and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

Signature

Title

Date

Attachment A

Scope of Services
TxDOT Project ID: M2106MDLN

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$50,000.00	\$25,000.00	\$25,000.00
TOTAL	\$50,000.00	\$25,000.00	\$25,000.00

Sponsor Signature

Sponsor Title

Date

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID:

M2106MDLN

The City of Midland, Texas, does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor Signature

Sponsor Title

Date

Certification of State Single Audit Requirements

I, _____, do certify that the City of Midland, Texas, will comply with all requirements of the State of Texas Single Audit Act if the City of Midland, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Midland, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Sponsor Signature

Sponsor Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2106MDLN

The City of Midland, Texas, designates,

_____, as the Sponsor's authorized
(Name, Title)

representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor Signature

Sponsor Title

Date

DESIGNATED REPRESENTATIVE

First Name, Last Name

Title

Address

Phone Number

Email Address

8/31/2020

Page 13 of 13

PACKET

6.452

September 22, 2020



City Council Meeting

Item Number: 8
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Justine Ruff, Director
Subject: Motion authorizing the execution of a Professional Services Agreement with Silverwing Enterprises, LLC, to provide professional services in support of the operation of the Spaceport located at Midland International Air and Space Port (AIRPORTS)

Purpose:

Motion approving a contract between the City of Midland, Texas and SilverWing Enterprises (SWE).

Recommended City Council Action:

Approve

Fiscal Impact:

\$4,000 per month minimum: Twenty (20) hours of support, plus \$200/hour each additional hour; not to exceed \$120,000 for the year.

Discussion:

The Department of Airports is renewing a service contract with SilverWing Enterprises, an engineering, project management and business development services company out of New Mexico. SilverWing will provide the independent safety assessment for any rocket propellant tank design, installation and operations planned for any business on the Midland SpacePort; cost proposal development support for new launch operator initiatives; new customer acquisition support initiatives and outreach as requested; support the integration of launch site operations within a primary commercial service airport environment; support local zoning law enactment; provide launch site design standard report, support conferences and other public relations and networking support initiatives as requested; assist in meeting launch site operator licensing ongoing requirements; and assist in the coordination and identification of potential

impact to the Launch Site Operator's License.

SilverWing will also provide, among other things, technical services to the City on an as-needed basis to support cost estimating; various FAA agency offices issue resolution, launch operator outreach, and launch operator operations document review.

City Manager's Office



SilverWing Enterprises

engineering, project management, and business development services

Letter Proposal 2020-02

02 September 2020

Justine Ruff
Director of Airports
Midland International Air & Space Port and Midland Executive Airpark
P.O. Box 60305
Midland, Texas 79711
 [\(432\) 560-2200 ext. 3010](tel:(432)560-2200)
jruff@midlandtexas.gov

Subject: Spaceport License Maintenance and Support Proposal – FY2021

Dear Justine,

Thank you for the opportunity to prepare this Letter Proposal to outline a continuing support role to you and the City of Midland for your airport and spaceport operations. The Period of Performance for this support proposal is for Midland's fiscal year beginning 01 October 2020. The proposed support takes into consideration a return to the spaceport development growth strategy at the beginning of this year including the development a client's engine hot fire test bed and the consideration of proposed rulemaking changes at the FAA. As such, we recommend that the proposed ceiling for this year's effort be \$120,000. SilverWing Enterprises LLC looks forward to the opportunity to support you.

Included below is a listing of the support activities that will need to be addressed as we continue to maintain and potentially expand the spaceport license activities. Many of them involve working with the various divisions of the FAA as we work through the details of how we will operate. Getting the license for the spaceport was based on a risk assessment and the development of numerous plans for the facility and continuing the effort to review proposed growth around Midland remains important to protecting the approved launch trajectories. Further to this, there are other significant aspects to a viable commercial spaceport operation that should be considered to build the synergy around the license which serves as an anchor whether in satellite manufacturing, engine testing, or suborbital launches. I believe my unique skills in licensing coupled with my rocket propulsion facility operations background can give you the advisor you need to navigate through the numerous stakeholders with their separate interests to safely manage the growth strategy. I firmly believe you need a team that represents your interests to prevent any impacts to your ongoing successful operations.

The aim of this proposal is to focus on the test facility impacts and license maintenance and to give you an on-call retainer support for the numerous minor items that will continue to come up on a near daily basis as well as a resource to draw upon for larger project initiatives. As has been demonstrated, SilverWing is prepared to continue to deliver on these tasks. I have broken down this Letter Proposal into three elements. One is to provide a dedicated effort to the FAA Part 420 license maintenance. The second is for the ongoing low level of on-call retainer support that is available to field any topics of interest that come up. The third is to provide an hourly rate structure that will be utilized for the initiatives that will come up and that will exceed the license renewal and on-call support level.

805 Acapulco Road, Rio Rancho, New Mexico 87144
PACKET 7.455

stephen.matier@gmail.com 505 553-0822
September 22, 2020

Tasks 1 and 2 below define the basis for the cost proposal and the table provides the menu of support tasks envisioned.

- Task 1 – Provide technical services toward Midland’s Part 420 spaceport license maintenance effort. This will involve the review of proposed rulemaking changes, responding to FAA requests for information, responding to questionnaires, support to the annual FAA conference and licensing annual review by the FAA. This tasking is estimated to be approximately \$30,000*.
- Task 2 – Provide technical services toward a general level of effort support to the City of Midland on as needed basis to support cost estimating, various FAA agency offices issue resolution, launch operator outreach, launch operator operations document review, etc. The baseline support assumption is for 20 hours per month. The deliverables for this task will vary by task but will typically include some written submission of activities supported but will be at a minimum 20 hours per month - \$4000/month*
- Task 3 – Provide technical services and safety review for project initiatives that exceed the general level of effort support described in Task 1 at a set hourly rate - \$200/hr*

* Does not include approved travel costs requested by the client

Item	Support Role Description
1	New customer acquisition support initiatives and outreach, as requested.
2	Support the integration of launch site operations within a primary commercial service airport environment - Federal Aviation Administration (FAA) requirements state that launch site operator licensing does not confer any proprietary, property, or exclusive rights, and does not relieve an airport of its existing obligations to comply with its grant assurances and other federal obligations. FAA-Airports Division (ARP) is responsible for administering Federal Aviation Regulation (FAR) Title 14 CFR Part 139 requirements for airports meeting certain criteria, and this includes ensuring safe operations. The City of Midland and FAA will need to continually evaluate the compatibility of specific launch site operations and proposed commercial space facilities with current and future aeronautical operations at the Midland International Air & Space Port. These launch site operations will need to remain consistent in meeting all requirements of FAR 14 CFR Part 139.
3	Support Local Zoning Law enactment - FAR Title 14 CFR Part 420 requires the Launch Site Operator (LSO) to ensure the safety of people on the ground during over flight of a launch vehicle. Midland’s adoption of the Airport Overlay Zone #4 provides land compatibility protection to current and proposed LSO departure corridors. It will be imperative that these corridors continue to meet the requirements of FAR Title 14 CFR Part 420. Support the development and Ec analysis, if required, (CFR Part 420) of



SilverWing Enterprises

engineering, project management, and business development services

Letter Proposal 2020-02

	any requested land development changes with respect to population increases against the FAA approved flight tracks.
4	Launch site design standard support - FAA-Airports Division (ARP) is responsible for establishing and maintaining standards for a broad range of airport facility planning, engineering design, construction, operations and maintenance of airport facilities. Although many launch vehicles have characteristics similar to traditional aircraft (including horizontal takeoff), their potential impact to airport design standards (e.g., pavement, signage, marking, lighting, etc.) is not yet fully understood. As the industry evolves and more data becomes available, FAA-ARP will continue to evaluate whether these vehicles can be accommodated within existing design categories. The spaceport will need to actively participate in this evaluation process to ensure future requirements don't exclude Midland as a viable launch site location.
5	Support conferences and other public relations and networking support initiatives such as the annual FAA AST Commercial Space Conference.
6	Launch Site Operator licensing ongoing requirements - FAR Title 14 CFR Part 420 prescribes the information and demonstrations that must be provided to the FAA as part of a license application, the basis for license approval, license terms and conditions, and post-licensing requirements with which a licensee shall comply to remain licensed.
7	The identification and coordination of potential impacts - The LSO must monitor how the proposed launch site operations will be coordinated with FAA –Office of Commercial Space Transportation (AST), FAA-Air Traffic Organization (ATO), FAA-ARP, airport launch facilities, reentry sites, or other launch sites, including airports where launch site activities are proposed to be integrated with other types of civil aeronautical activity as in the case of Midland International Air & Space Port. Such coordination must reasonably ensure the safety, efficiency, utility and access to the airport and surrounding airports for aeronautical activities.

Thank you in advance for your consideration to giving SWE this opportunity, I'm looking forward to working with you. If you have any questions or need any additional information, please let me know.

Sincerely,

Stephen E. Matier
President/Senior Engineer
SilverWing Enterprises LLC
505 553-0822

Engineering, Project Management and Business Development Services



City Council Meeting

Item Number: 9
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Justine Ruff, Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF \$585,500.00 FOR THE MAF GATE 6 PASSENGER BOARDING BRIDGE INFRASTRUCTURE PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORTS)

Purpose:

Motion awarding Gate 6 Passenger Boarding Bridge Infrastructure Project (700244) at Midland International Air & Space Port to Mid-Tex of Midland, Texas, and appropriate necessary funds.

Recommended City Council Action:

Approve

Fiscal Impact:

FAA Share (100%) Grant 60	\$1,040,304.00
City/Airport Share (0%)	\$ 0.00
Contingency – Currently 100% City, will split 90/10 FAA/City	\$ 168,550.00
	<u>\$1,208,854.00</u>

Breakout of Costs

Construction Phase Airport Admin Costs (Audit, etc.)	\$ 10,000.00
Construction Phase Architectural Fee	\$ 99,384.00
Construction Phase Admin/Resident Project Representative (RPR)	\$ 300,420.00
Construction Phase Surveying and Testing	\$ 30,000.00
Construction Phase Reimbursable Costs	\$ 15,000.00
Construction Improvements Bid – Gate 6 PBB Infrastructure	\$ 585,500.00
Construction Contingency	<u>\$ 168,550.00</u>

Total Recommended Construction
Phase Appropriation

\$1,208,854.00

Appropriation Language

That the sum of \$1,040,304.00 is hereby appropriated from the Airport Operating Fund (500) Current Year Federal Unappropriated Fund Balance (35305) to the MAF Gate 6 Passenger Boarding Bridge Project (700244).

That the sum of \$168,550.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the MAF Gate 6 Passenger Boarding Bridge Project (700244).

Discussion:

During the May 26, 2020 Council session a motion authorized the Advertisement for Bids for the Gate 6 Passenger Boarding Bridge Infrastructure Project (700244). On Thursday, August 13, two bids were received and opened. The low bid was submitted by Mid-Tex of Midland in the amount of \$585,500.00. Parkhill, Smith & Cooper has reviewed the bids and recommends that the project be awarded to Mid-Texas of Midland.

This project includes the addition of Gate #6 to help meet the capacity needs of future flights into Midland International Air & Space Port. The Gate 6 Passenger Boarding Bridge Infrastructure Project will include the construction of structural foundations and engineered systems to support the addition of a passenger boarding bridge.

City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
CONTRACT WITH MID-TEX OF MIDLAND, INC., IN
THE AMOUNT OF \$585,500.00 FOR THE MAF GATE 6
PASSENGER BOARDING BRIDGE INFRASTRUCTURE
PROJECT AT MIDLAND INTERNATIONAL AIR &
SPACE PORT; AND APPROPRIATING FUNDS FOR
SAID PROJECT**

WHEREAS, the City Council previously approved the plans and specifications and authorized advertisement for bids for the MAF Gate 6 Passenger Boarding Bridge Infrastructure Project at Midland International Air & Space Port; and

WHEREAS, on August 13, 2020, two (2) bids were received for said project with the lowest and most responsible bid being submitted by Mid-Tex of Midland, Inc., for a total cost of \$585,500.00, as shown on the bid tabulation attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, the City Council finds the price proposed by Mid-Tex of Midland, 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 Mid-Tex of Midland, 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 an appropriate representative of the City Manager's Office and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Mid-Tex of Midland, Inc., in the amount of \$585,500.00 for the MAF Gate 6 Passenger Boarding Bridge Infrastructure Project at Midland International Air & Space Port. Said contract shall be on file in the office of the City Secretary referenced by the number and date of this Resolution

SECTION TWO. That the sum of \$1,040,304.00 is hereby appropriated from the Airport Operating Fund (500) Current Year Federal Unappropriated Fund Balance (35305) to the MAF Gate 6 Passenger Boarding Bridge Infrastructure Project (Replace Aircraft

Boarding Bridges Project - 700244); and that the sum of \$168,550.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the MAF Gate 6 Passenger Boarding Bridge Infrastructure Project (Replace Aircraft Boarding Bridges Project - 700244).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Mid-Tex of Midland, Inc., pursuant to the terms of said contract from funds available in the above-referenced project upon receipt of proper invoices or statements approved by the City Manager's Office.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, Assistant City Manager

Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

Justine Ruff, Director of Airports

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

**MIDLAND INTERNATIONAL AIR & SPACE PORT**

Package 3 – Gate 6 Passenger Boarding Bridge Infrastructure
Midland International Air & Space Port
Midland, TX
August 13, 2020 – 2:30 PM

PSC Project No. 03.9778.18

Bidder	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Total Bid
Mid-Tex of Midland	X	X	X	X	\$585,500.00
Cooper Construction Co., Inc.	X	X	X	X	\$593,400.00

August 31, 2020

Ms. Justine Ruff
Director of Airports
Midland International Air & Space Port
9506 La Force Blvd.
Midland, TX 79706

Re: Recommendation for Award of Construction Contract
Midland International Air & Space Port
MAF Improve Terminal Building – Gate 6 Passenger Boarding Bridge Infrastructure (#700244)

Dear Ms. Ruff:

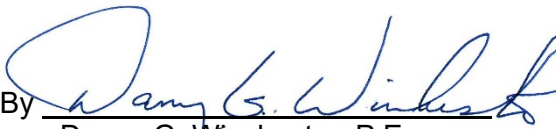
We have reviewed the bids received on August 13, 2020 for the above referenced project. All bids appear to have been submitted in accordance with guidelines established in the Bid Documents and those procedures adopted by the City of Midland. We have checked the System for Award Management (SAM) for the low bidder to determine if their company was listed as being debarred or suspended by any Federal department or agency from participating in this project. We were not able to find any data indicating Mid-Tex of Midland, Inc. has been debarred or suspended (see attached).

We recommend that the Construction Contract for the Improve Terminal Building – Gate 6 Passenger Boarding Bridge Infrastructure be awarded to Mid-Tex of Midland, Inc. for a Total Contract Amount of \$585,500.00.

If you have any questions on the bids received or the low bidder, please don't hesitate to give me a call.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 

Danny G. Winchester, P.E.
Firm Principal

Cc: Kim Watkins - City of Midland

SAM Search Results
List of records matching your search for :

Functional Area: Entity Management
Record Status: Active, Inactive
DUNS Number: 026844316

ENTITY	MID-TEX OF MIDLAND, INC.	Status: Inactive
DUNS: 026844316	+4:	CAGE Code: 4H2T5 DoDAAC:
Expiration Date: 08/05/2014	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5206 W WADLEY City: MIDLAND ZIP Code: 79707-5112	State/Province: TEXAS Country: UNITED STATES	

MIDLAND INTERNATIONAL AIR & SPACE PORT

Package 3 – Gate 6 Passenger Boarding Bridge Infrastructure
Midland International Air & Space Port
Midland, TX
August 13, 2020 – 2:30 PM

PSC Project No. 03.9778.18

Bidder	Bid Bond	Addendum 1	Addendum 2	Addendum 3	Total Bid
Mid-Tex of Midland	X	X	X	X	\$585,500.00
Cooper Construction Co., Inc.	X	X	X	X	\$593,400.00



City Council Meeting

Item Number: 10
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 14 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR IMPROVEMENTS CONTAINED IN THE AIRPORT CAPITAL IMPROVEMENT PROGRAM; SAID AMENDMENT TO PROVIDE FOR THE FOLLOWING PROJECTS: (i) MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS; (ii) MAF AIRFIELD LIGHTING REHABILITATION; (iii) MAF AIRPORT WILDLIFE MANAGEMENT IMPROVEMENTS; (iv) MAF PASSENGER FACILITY CHARGE APPLICATIONS AND AMENDMENTS; AND (v) MAF PREPARE FBO RFP AND EVALUATE PROPOSALS; AND AUTHORIZING THE APPROPRIATION OF FUNDS FOR SAID PROJECTS (AIRPORTS)

Purpose:

Motion authorizing the execution of Amendment #14 to Parkhill, Smith & Cooper's Professional Services Agreement, to include the following projects: MAF Airfield Wildlife Fence Improvements, MAF Airfield Lighting Rehabilitation, MAF Airport Wildlife Management Improvements, MAF Passenger Facility Charge Applications and Amendments, MAF Prepare FBO RFP and Evaluate Proposals, and appropriate necessary funds.

Recommended City Council Action:

Approve

Fiscal Impact:

MAF Airfield Wildlife Fence Improvements

Passenger Facility Charge (100%)	\$ 559,195.00
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Breakout of Costs:

Design Phase Administrative Costs – Airport	\$ 5,000.00
Preliminary Engineering Report Phase Fee	\$ 37,000.00
Preliminary Design Phase Fee	\$ 148,796.00
Final Design Phase Fee	\$ 229,100.00

Design Phase Geotechnical Testing	\$ 10,000.00
Bidding Phase Fee	\$ 24,299.00
Design Phase Surveying	\$ 75,000.00
Design Phase Hourly Reimbursable Costs	\$ 30,000.00
Total Recommended Design/Bidding	\$ 559,195.00
Phase Appropriation	

Appropriation Language

That the sum of \$559,195.00 is hereby appropriated from the Airport Passenger Facility Charge Fund (501) Unappropriated Fund Balance to the MAF Airfield Wildlife Fence Improvements Project (900345-506).

MAF Airfield Lighting Rehabilitation

FAA Grant 60 (100%) – \$ 285,000.00

Breakout of Costs:

Design Phase Administrative Costs – Airport	\$ 15,000.00
Preliminary Engineering Report Phase Fee	\$ 27,000.00
Preliminary Design Phase Fee	\$ 65,000.00
Final Design Phase Fee	\$ 70,000.00
Bidding Phase Fee	\$ 20,000.00
Design Phase Surveying	\$ 23,000.00
Design Phase VAISALA System Survey	\$ 15,000.00
Design Phase Hourly and Reimbursable Costs	\$ 50,000.00
Total Recommended Design/Bidding	\$ 285,000.00
Phase Appropriation	

Appropriation Language

That the sum of \$285,000.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the MAF Airfield Lighting Rehabilitation Project (700287).

MAF Airfield Wildlife Management Improvements

Passenger Facilities Charge (100%) \$ 221,100.00

Breakout of Costs:

Design Phase Administrative Costs – Airport	\$ 5,000.00
Preliminary Engineering Report Phase Fee	\$ 30,408.00
Preliminary Design Phase Fee	\$ 53,944.00
Final Design Phase Fee	\$ 66,060.00
Bidding Phase Fee	\$ 15,688.00
Design Phase Surveying	\$ 30,000.00
Design Phase Hourly and Reimbursable Costs	\$ 20,000.00
Total Recommended Design/Bidding	\$ 221,100.00
Phase Appropriation	

Appropriation Language

That the sum of \$221,100.00 is hereby appropriated from the Airport Passenger Facility Charge Fund (501) Unappropriated Fund Balance to the MAF Airfield Wildlife Management Improvement Project (900347-506).

MAF Airfield Storm Sewer System Replacement

Passenger Facility Charge (100%) Total \$ 102,000.00

Breakout of Costs:

Design Phase Administrative Costs – Airport	\$ 2,000.00
Update Plans and Specifications Fee	\$ 75,000.00
Bidding Phase Fee	\$ 25,000.00
Total Recommended Design/Bidding	\$ 102,000.00
Phase Appropriation	

Appropriation Language

That the sum of \$102,000.00 is hereby appropriated from the Airport Passenger Facility Charge Fund (501) Unappropriated Fund Balance to the MAF Airfield Storm Sewer System Replacement Project (700221-506).

MAF Passenger Facility Charge Applications and Amendments

Passenger Facility Charge (100%)	Total	\$ 75,000.00
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Appropriation Language

That the sum of \$75,000.00 is hereby appropriated from the Airport Passenger Facility Charge Fund (501) Unappropriated Fund Balance to the MAF Passenger Facility Charge Application & Amendment Project (900346-506).

MAF Prepare FBO RFP and Evaluate Proposals

Airport/City Share (100%)	Total	\$ 75,000.00
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Appropriation Language

That the sum of \$75,000.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the MAF Prepare FBO RFP and Evaluate Proposals Project (900348-505).

Discussion:

The City of Midland, Texas and Parkhill, Smith & Cooper, Inc. entered into an Agreement for Professional Services dated April 12, 2016, for improvements contained in the Airport's 5-year Airport Capital Improvement Program (ACIP). As of this date, said Agreement has been amended thirteen (13) times for projects in the 5-year ACIP, and will now be amended a 14th time to include the following additional projects:

MAF Airfield Wildlife Fence Improvements

This project will design, bid and construct improvements to replace the existing airfield 6' high chain-link fence (installed in 1982) and vehicle access control gates with new 8' high chain-link wildlife/security fence and 8' high gates. This will include the installation of a concrete wildlife barrier strip below the new fence line to control wildlife from digging under the fence. The existing vehicle access control 6' high gates will be replaced with new 8' high gates of the same type and new gate operators sized for the 8' high gates. The existing 6' high vehicle manual swing access gates will be replaced with new 8' high manual swing gates. The new fence line will be graded to control the gap under the new fence fabric and to reduce the number of grade changes in the fence line. Existing communication cable and conduit located along the existing airfield fence will be relocated to the new fence. Existing obstruction lights, electrical cable and conduit will be relocated to the new fence. **This project will be paid 100% by Passenger Facility Charges (PFC).**

MAF Airfield Lighting Rehabilitation

The airfield lighting equipment is eleven years old. Obtaining replacement parts for the existing equipment has become an issue due to the age and the fact the manufactures have developed new versions of the FAA approved equipment. The original manufacturer of the light fixture stems, frangible couplings and base can no longer produce this equipment. This project will replace all the runway and taxiway edge light fixtures with new fixtures. This project will also replace the airfield lighting regulators located in the lighting vault. **This project will be paid 100% by Passenger Facility Charges (PFC).**

MAF Airport Wildlife Management Improvements – South Drainage Channel

A wildlife Hazard Study and a subsequent Wildlife Hazard Management Plan has been previously prepared for the Airport under various AIP Projects. The study and plan gave the Airport guidance on vegetation height on the airfield to reduce the potential for the vegetation being an attractant for birds and animal wildlife. The storm water drainage channel located along the south property line has been in place for over 30 years. Approximately 2/3rds of this channel has previously been lined with concrete or where Runway 34L safety area reaches the channel, a concrete box culvert installed. This project is a continuation of prior AIP projects, phasing the concrete lining of the existing storm water drainage channel located along the south side of the Airport. This project and the prior AIP projects reduce the wildlife attractant of vegetation and standing water on the Airport property. Surface storm water drains along this channel from west to east along the south Airport property line and directs this storm water flow off Airport property to the south. Approximately 1,200 linear feet of this channel is not concrete lined. The lining of the remainder of the drainage channel along with south side of the Airport with concrete will eliminate the vegetation growth within the drainage channel that is a wildlife attractant. In recent years, the Airport has seen increased rainfall amounts that have contributed to the growth of vegetation within the drainage channel and more frequent ponding of storm water within the vegetation in the channel. The existing fencing around this unlined section of the channel prevents the Airport to access this with mowing equipment to control the vegetation height. Over the past two (2) years there have been one hundred ninety-five (195) wildlife observations along the southern portion of the Airport near this storm water drainage channel. **This project will be paid for by 100% Passenger Facility Charges.**

MAF Airfield Storm Sewer System Replacement

This appropriation will cover the costs of updating the plans and specifications of the MAF

Airfield Storm Sewer System Replacement project to meet the most current version of FAA Specifications and Regulations and take the project through the bidding phase. **This appropriation will be paid 100% by Passenger Facility Charges.**

MAF Passenger Facility Charge Applications and Amendments

The total compensation for Professional Services under this appropriation shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer's Consultant's charges on the basis of cost times a factor of 1.15. Total compensation under this Amendment shall not exceed \$75,000. **This appropriation will be paid 100% by Passenger Facility Charges.**

Prepare FBO RFP and Evaluate Proposals

The area located on the northwest side of the Airport, which was formerly occupied by the Commemorative Air Force, along with the Airport property located west of the Commemorative Air Force Hangar, is available for development by a second Fixed Based Operator (FBO) at MAF. This development would include improvements consisting of taxilanes, aircraft aprons, vehicle roadways, utilities, large box hangars, corporate hangars and t-hangars. PSC will assist MAF in preparing a Request for Proposals (RFP) from potential developers and/or FBOs that would develop this area for a second FBO at MAF. The scope of services for this project may include the following: Preparing a site boundary survey of developable land to be used for a FBO, prepare drawings of existing buildings/hangars that would be part of the new FBO operation, prepare drawings of existing utilities available to the FBO for their development, prepare Development Guidelines for design of the improvements by the FBO (taxilane pavement design aircraft size, vehicle pavement minimum design criteria, hangar minimum construction materials quality/type and exterior standard appearance features, type of hangars allowed to be constructed, fueling facility standards/criteria), prepare a Request for Proposal document for MAF to use to solicit proposals for an FBO operations at this site, and assist MAF staff in the evaluation of proposals submitted for meeting the design requirements contained in the RFP.

City Manager's Office

AMENDMENT NO. 14
TO
AGREEMENT
CITY OF MIDLAND, TEXAS
AND
PARKHILL, SMITH & COOPER, INC.
FOR
PROFESSIONAL SERVICES

WHEREAS, the City of Midland, Texas and Parkhill, Smith & Cooper, Inc. have entered into an Agreement for professional services dated April 12, 2016, for improvements contained in the Airport Capital Improvement Program; as amended May 10, 2016 (Amendment 1), July 12, 2016 (Amendment 2), October 11, 2016 (Amendment 3), December 13, 2016 (Amendment 4), July 11, 2017 (Amendment 5), September 12, 2017 (Amendment 6), February 27, 2018 (Amendment 7), May 8, 2018 (Amendment 8), August 28, 2018 (Amendment 9), October 9, 2018 (Amendment 10), August 13, 2019 (Amendment 11), November 5, 2019 (Amendment 12) and February 11, 2020 (Amendment 13)

AND WHEREAS, the City of Midland, Texas desires to perform the improvements listed in the Recitals of the Agreement as Item 35 MAF Airfield Wildlife Fence Improvements, Item 36 MAF Airfield Lighting Rehabilitation, Item 37 MAF Airport Wildlife Management Improvements – South Drainage Channel, Item 38 MAF Passenger Facility Charge Applications and Amendments, Item 39 MAF Prepare FBO RFP and Evaluate Proposals and Amend Item 2 Airfield Storm Sewer System:

THIS AGREEMENT WITNESSETH:

- A. The Recitals of the Agreement shall be amended to include the following items:
 - 35. MAF Airfield Wildlife Fence Improvements
 - 36. MAF Airfield Lighting Rehabilitation
 - 37. MAF Airport Wildlife Management Improvements – South Drainage Channel
 - 38. MAF Passenger Facility Charge Applications and Amendments
 - 39. MAF Prepare FBO RFP and Evaluate Proposals
- B. Exhibit B, Article 4 – PAYMENTS TO THE ARCHITECT/ENGINEER, the following shall be added to paragraph 4.01.A.

“Item 35 MAF Airfield Wildlife Fence Improvements

1s. A Lump Sum Amount of \$627,388 based on the following distribution of compensation:

a.	Preliminary Engineering Report Phase	<u>\$ 37,000</u>
b.	Preliminary Design Phase	<u>\$148,796</u>
c.	Final Design Phase	<u>\$229,100</u>

d.	Bidding Phase	<u>\$ 24,299</u>
e.	Construction Phase	<u>\$188,193</u>

* Scope of Project and Work Attached”

“Item 36 MAF Airfield Lighting Rehabilitation

1t. A Lump Sum Amount of \$297,000 based on the following distribution of compensation:

a.	Preliminary Engineering Report Phase	<u>\$ 27,000</u>
b.	Preliminary Design Phase	<u>\$ 65,000</u>
c.	Final Design Phase	<u>\$ 70,000</u>
d.	Bidding Phase	<u>\$ 20,000</u>
e.	Construction Phase	<u>\$115,000</u>

* Scope of Project and Work Attached”

“Item 37 MAF Airport Wildlife Management Improvements – South Drainage Channel

1u. A Lump Sum Amount of \$237,300 based on the following distribution of compensation:

a.	Preliminary Engineering Report Phase	<u>\$ 30,408</u>
b.	Preliminary Design Phase	<u>\$ 53,944</u>
c.	Final Design Phase	<u>\$ 66,060</u>
d.	Bidding Phase	<u>\$ 15,688</u>
e.	Construction Phase	<u>\$ 71,200</u>

* Scope of Project and Work Attached”

“Item 2 Airfield Storm Sewer System Replacement

1f. Modify existing Item 2 Scope with the following:

Update Plans and Specifications to meet current version of FAA Specifications and Regulations, Review with FAA & FAA ATC and provide Bidding Phase Services.

A Lump Sum Amount of \$100,000 based on the following distribution of compensation:

a.	Update Plans and Specifications	<u>\$ 75,000</u>
b.	Bidding Phase	<u>\$ 25,000”</u>

C. Exhibit B, Article 4 – PAYMENTS TO THE ENGINEER, the following shall be added to paragraph 4.02.A:

“Item 38 MAF Passenger Facility Charge Applications and Amendments

The total compensation for Professional Services under Item 38 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer’s Consultant’s charges on the basis of cost times a factor of 1.15.

Total compensation under this Amendment shall not exceed \$75,000 without written authorization from the Owner.

Item 39 MAF Prepare FBO RFP and Evaluate Proposals

The total compensation for Professional Services under Item 39 of the Recitals on Page 1 shall be compensated at the Standard Hourly Rates Method of Payment plus Direct Expenses and Engineer's Consultant's charges on the basis of cost times a factor of 1.15.

Total compensation under this Amendment shall not exceed \$75,000 without written authorization from the Owner

* Scope of Project and Work Attached"

- D. Exhibit B, Article 4 - PAYMENTS TO THE ENGINEER, the following shall be added to paragraph 4.02.C.:

	<u>Item 35</u>	<u>Item 36</u>	<u>Item 37</u>
Design Phase Surveying/Testing	\$ 85,000	\$ 38,000	\$ 30,000
Design Phase Reimbursable Time & Exp.	\$ 30,000	\$ 50,000	\$ 20,000
Design Phase TDLR Reviews	\$ N/A	\$ N/A	\$ N/A
Construction Phase Surveying/Testing	\$100,000	\$ 35,000	\$140,700
Construction Phase Administration	\$ 30,000	\$ 25,000	\$ 45,000
Construction Phase Resident Project Representative (RPR)	\$350,000	\$250,000	\$175,000"

IN WITNESS WHEREOF, the City of Midland, Texas and Parkhill, Smith & Cooper, Inc. have hereto set their hands this 22nd day of September, 2020.

OWNER:

CITY OF MIDLAND, TEXAS

By: _____

Patrick Payton

Title: Mayor

Date Signed: _____

Address for giving notices:

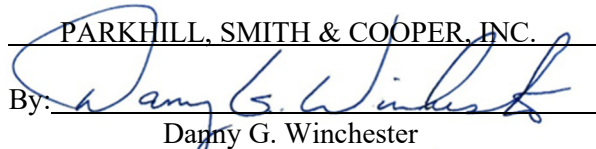
P.O. Box 1152

Midland, Texas 79702

Phone: (432) 685-7357

ARCHITECT/ENGINEER:

PARKHILL, SMITH & COOPER, INC.

By:  _____

Darryl G. Winchester

Title: Principal

Date Signed: September 22, 2020

Address for giving notices:

1700 W. Wall

Midland, Texas 79701

Phone: (432) 697-1447

IN DUPLICATE

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 35 MAF AIRFIELD WILDLIFE FENCE IMPROVEMENTS

SCOPE OF PROJECT IMPROVEMENTS AND SCOPE OF PROFESSIONAL SERVICES

1. Project history and objective - The existing airfield security chain link fence was installed in 1982. At that time, 6' high fence was the standard height, primarily for security of the airfield. However, wildlife has become an increasing aircraft hazard issue on the airfield from animals that have both jumped over the 6' high fence or burrowed under the fence. For wildlife control at airports with low deer activity, 8' high chain link fence and gates is used to reduce the potential for wildlife to jump over the fence and continue to provide the required security control to the airfield. To control burrowing under the fence, a concrete barrier strip that extends down into the ground approximately 24" is used along the fence line, centered with the chain link fabric.
2. Anticipated Scope of Improvements - This project will design, bid and construct improvements to replace the existing airfield 6' high chain link fence and vehicle access control gates with new 8' high chain link wildlife/security fence and 8' high gates. This will include the installation of a concrete wildlife barrier strip below the new fence line to control wildlife from digging under the fence. The existing vehicle access control 6' high gates will be replaced with new 8' high gates of same type and new gate operators sized for the 8' high gates. The existing 6' high vehicle manual swing access gates will be replaced with new 8' high manual swing gates. The new fence line will be graded to control the gap under the new fence fabric and to reduce the number of grade changes in the fence line. Existing communication cable and conduit located along the existing airfield fence will be relocated to the new fence. Existing obstruction lights, electrical cable and conduit will be relocated to the new fence.

The project will include the design, bidding and construction phase professional services costs.

3. PSC will prepare bid documents for use in bidding the construction of the improvements.
4. Assist in the Bidding process of the project.
5. Provide Construction Phase Administration and Resident Project Representative (RPR).

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 36 MAF AIRFIELD LIGHTING REHABILITATION

SCOPE OF PROJECT IMPROVEMENTS AND SCOPE OF PROFESSIONAL SERVICES

1. Project history and objective - The airfield lighting equipment is 11 years old. Obtaining replacement parts for the existing equipment has become an issue due to the age and the manufacturers have developed new versions of FAA approved equipment. The original manufacturer of the light fixture stems, frangible couplings and base can lid no longer produce this equipment. The age of the equipment makes the electronic equipment less dependable, with increased potential for outages of the runway and taxiway lights.
2. Anticipated Scope of Improvements - This project will replace all the runway and taxiway edge light fixtures with new fixtures. The isolation transformers located at each light fixture will be replaced. The light fixture frangible coupling, stem and base can lid will be replaced with equipment meeting Advisory Circular 150/5345-53 Airport Lighting Equipment Certification Program. The airfield lighting regulators located in the lighting vault will also be replaced.

Lighted Approach/Departures Signs along with associated pavement marking will be added in accordance with the latest Advisory Circular. Advisory Circulars 150/5340-1M "Standards for Airport Markings" and 150/5340-18G "Standards for Airfield Sign Systems" establish a uniform method for protection of runway approach and departure surfaces with the use of pavement markings and lighted airfield signs designating the Approach/Departure surface when taxiing aircraft would enter these surfaces.

The project will include the design, bidding and construction phase professional services costs.

3. PSC will prepare bid documents for use in bidding the construction of the improvements.
4. Assist in the Bidding process of the project.
5. Provide Construction Phase Administration and Resident Project Representative (RPR).

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 37 MAF AIRPORT WILDLIFE MANAGEMENT IMPROVEMENTS – SOUTH DRAINAGE
CHANNEL

SCOPE OF PROJECT IMPROVEMENTS AND SCOPE OF PROFESSIONAL SERVICES

1. Project history and objective - A Wildlife Hazard Study and a subsequent Wildlife Hazard Management Plan has been previously prepared for the airport under AIP projects. The study and plan gave the airport guidance on vegetation height on the airfield to reduce the potential for the vegetation being an attractant for birds and animal wildlife. The storm water drainage channel located along the south property line has been in place for over 30 years. Approximately 2/3rds of this channel has previously been lined with concrete or, where Runway 34L safety area reaches the channel, a concrete box culvert installed. This project is a continuation of prior AIP projects, phasing the concrete lining of the existing storm water drainage channel located along the south side of the airport. This project and the prior AIP projects reduce the wildlife attractant of vegetation and standing water on the airport property. Surface storm water drains along this channel from west to east along the south airport property line and directs this storm water flow off airport property to the south. Approximately 1,200 linear feet of this channel is not concrete lined. The lining of the remainder of the drainage channel along the south side of the airport with concrete will eliminate the vegetation growth within the drainage channel that is a wildlife attractant. In recent years, the airport has seen increased rainfall amounts that have contributed to the growth of vegetation within the drainage channel and more frequent ponding of storm water within the vegetation in the channel. The existing fencing around this unlined section of channel prevents the airport to access this with mowing equipment to control the vegetation height. Over the past two (2) years there have been one hundred ninety-five (195) wildlife observations along the southern portion of the airport near this storm water drainage channel.
2. Anticipated Scope of Improvements - This unlined section of drainage channel will be lined with 4" thick concrete, approximately 30' wide, to eliminate the ability for vegetation growth and standing storm water that attracts wildlife. This work will include grading of approximately 4,000 square yards of channel in preparation for the 4" thick concrete. As part of the lining of the channel, approximately 2,500 linear feet of existing 4' tall wire mesh fence with mesh openings of 6"x9" located between this south drainage channel and the airport airfield will be replaced with 8' high chain link wildlife/security fence with 3 strands of barbed wire along the top. This new fence will reduce the potential for wildlife animals to enter the airfield and become a hazard to aircraft. The new fence will be the same type of security fence that currently exists along the airport's property and security boundary. A gate will be installed in the new 8' wildlife/security fence that would allow airport equipment to access the concrete lined channel to remove any debris that may accumulate and either attract wildlife or become a restriction to storm water drainage.

The project will include the design, bidding and construction phase professional services costs.

3. PSC will prepare bid documents for use in bidding the construction of the improvements.
4. Assist in the Bidding process of the project.
5. Provide Construction Phase Administration and Resident Project Representative (RPR).

MIDLAND INTERNATIONAL AIR & SPACE PORT
ITEM 39 MAF PREPARE FBO RFP AND EVALUATE PROPOSALS

SCOPE OF PROJECT AND SCOPE OF PROFESSIONAL SERVICES

1. Project objective – The area located on the northwest side of the airport which was formerly occupied by the Commemorative Air Force, along with the airport property located west of the Commemorative Air Force Hangar, is available for development by a second Fixed Based Operator (FBO) at MAF. The development would include improvements consisting of taxilanes, aircraft aprons, vehicle roadways, utilities, large box hangars, corporate hangars and t-hangars.
2. Anticipated Scope of Professional Services – PSC will assist MAF in preparing a Request for Proposals (RFP) from potential developers and/or FBO's that would develop this area for a second FBO at MAF. The scope of services may include the following:
 - a. Preparing a site boundary survey of developable land to be used for a FBO operation (FBO Terminal, hangars, taxilanes, roadways and fueling facility)
 - b. Prepare drawings of existing buildings/hangars that would be part of the new FBO operation
 - c. Prepare drawings of existing utilities available to the FBO for their development
 - d. Prepare Development Guidelines for design of the improvements by the FBO to include:
 - i. Taxilane pavement minimum design aircraft size (weight and clearances)
 - ii. Vehicle pavement minimum design criteria
 - iii. Hangar minimum construction materials quality/type and exterior standard appearance features
 - iv. Type of hangars allowed to be constructed
 - v. Fueling facility standards/criteria
 - e. Prepare a Request for Proposal document for MAF to use to solicit proposals for an FBO operation at this site which will include evaluation criteria of the proposals
 - f. Assist MAF in the evaluation of proposals submitted for meeting the design requirements contained in the RFP, the proposed improvements, value of the proposed improvements and timeline for developing the proposed FBO Operations site
3. The scope of Professional Services does not include the services of performing environmental surveys/analysis of the site or the existing facilities.



City Council Meeting

Item Number: 11
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION TO APPROPRIATE THE SUM OF \$157,420.00 FROM THE AIRPORT OPERATING FUND (500) UNAPPROPRIATED FUND BALANCE (35650) TO THE DEVELOPMENT PARK PROGRAMMATIC ENVIRONMENTAL PROJECT (900111) (AIRPORTS)

Purpose:

Motion authorizing the appropriation of additional funding to the Spaceport Business Park Environmental Project (9111) at Midland International Air & Space Port.

Recommended City Council Action:

Approve

Fiscal Impact:

City/Airport Share (100%) – not to exceed	\$157,420.00
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Breakout of Expenses:

Sub-Consultant Services (Terracon)	\$147,420.00
Parkhill, Smith & Cooper for surveying, review of Terracon Reports, TCEQ response letters.	<u>\$ 10,000.00</u>
Total	\$157,420.00

Appropriation Language

That the sum of \$157,420.00 is hereby appropriated from the Airport Operating Fund (500) Unappropriated Fund Balance (35650) to the Development Park Programmatic Environmental Project (900111).

Discussion:

The original scope of services was a response to the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank Division correspondence dated November 30, 2015. This has been an ongoing project pertaining to the Phased Hydrocarbon Leak that was detected under the South Aviation Ramp at Midland International Air & Space Port during the Programmatic Environmental Assessment of the Spaceport Business Park.

The TCEQ, in a letter dated May 22, 2020, has requested that additional work be performed related to the Spaceport Business Park Environmental. Terracon has prepared a proposal to perform the additional work which includes providing Semi-Annual Groundwater Sampling and Reporting, Product Recovery, Reporting and Water Management and Evaluation of Plume Stability and Closure Criteria. This proposal satisfies the TCEQ annual letter.

City Manager's Office



City Council Meeting

Item Number: 12
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Tina Jauz, Director
Subject: MOTION TO APPROPRIATE THE SUM OF \$800,000.00 FROM THE FISCAL YEAR 2020 PARKS OPERATING BUDGET (001090) TO THE PLAYGROUND REPLACEMENT PROJECT (COMMUNITY SERVICES)

Purpose:

Motion to transfer the sum of \$800,000 from the fiscal year 2020 Parks operating budget (001090) to the Playground Replacement Project (900315)

Recommended City Council Action:

Approve

Fiscal Impact:

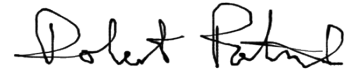
\$800,000 will be used to remove and replace playgrounds in parks according to the assessment in the 2020 Parks Master Plan

Discussion:

Over the past 10 years, the City of Midland has worked to address the needs of playground equipment replacement. The 2020 Parks Budget includes \$800,000 approved by City Council to continue this program. The Parks and Recreation Commission has been unable to hold their regularly scheduled meetings this year due to the pandemic. The Commission has the responsibility to select playground equipment for the parks by reviewing proposals submitted by various suppliers. The proposals have been submitted, and the Parks and Recreation Commission should be able to make the equipment selections at their November meeting. Once the selections are complete, the purchase will be brought to City Council for approval. This funding should cover renovations of four or five playgrounds, depending on the size of the park. Parks are selected based on the assessment of the parks included in the 2020 Parks, Recreation and Open Space Master Plan. The selection also considers the geographic

location, so that improvements are made at parks throughout the city.

Funds are available in the 2020 Parks operating budget (001090) to transfer to the Playground Replacement Project (900315) in the Capital Projects Fund.



City Manager's Office



City Council Meeting

Item Number: 13
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Tina Jauz, Director
Subject: MOTION TO APPROPRIATE THE SUM OF \$28,600.00 FROM THE FISCAL YEAR 2020 PARKS OPERATING BUDGET (001090-54015) TO THE BMX TRACK IMPROVEMENT PROJECT (COMMUNITY SERVICES)

Purpose:

Motion to transfer the sum of \$28,600 from the fiscal year 2020 Parks operating budget to a project entitled BMX Track Improvement Project

Recommended City Council Action:

Approve

Fiscal Impact:

\$28,600 to be transferred to a project to complete the installation of a new starting gate at the BMX Track located at Reyes Mashburn Nelms Park.

Discussion:

In accordance with the Sports Association Agreement with the BMX Bicycle Association, a matching funds request was submitted prior to March 30, 2019. The request was for matching funds in the amount of \$32,000 for improvements to the track and a new, safety starting gate. Total cost for the improvements was \$64,000. This match was approved and included in the 2020 Parks Operating Budget.

The BMX Association has completed \$32,000 in improvements that qualify as their match. The City of Midland has completed \$3400 of the work agreed to be the COM match, leaving a remainder of \$28,600 to be expended. This amount is to be used to purchase a new starting gate that will be much safer for the users of the track. This gate comes from a company in France. Due to the current travel restrictions, the company has not been able to make a trip to

the site to take the needed measurements for the gate construction. It is expected that this work will be able to be completed in the next six months.

Funds are available in the 2020 Parks operating budget (001090-54015) for the BMX Track Improvement Project.

A handwritten signature in black ink, appearing to read "Robert Palmer". The signature is fluid and cursive, with the first name "Robert" and last name "Palmer" clearly distinguishable.

City Manager's Office



January 16, 2020

Midland BMX

ATTN: Mr. Donald Davis

RE: Midland BMX Track Gate Installation

Mr. Davis,

As per your request, Dean Equipment, Inc. DBA Dean Services is pleased to provide you with the following pricing to install the Midland BMX Starting Line Gate.

- *Estimated Project Total.....\$ 32,905.00*

*Please Note: Pricing is based on Time and Material, excluding actual starting gate Unit.
Dean assumes the gate unit will be supplied by others.*

Dean Services appreciates the opportunity to provide pricing for this project and looks forward to working with you in the future. If you have any questions or need additional information please do not hesitate to contact me.

*Kindest Regards,
Anthony Meranto
Dean Equipment, Inc.
DBA Services
Cell: 601-303-0993
Office: 432-653-4203*

Dean Equipment Inc. DBA Dean Services

PO Box 62245
Midland, TX 79711
United States

INVOICE

Invoice Number: BMX-2001
Invoice Date: Feb 20, 2020
Page: 1

Voice: 432-653-4203
Fax: 432-653-4205

Bill To:

West Texas BMX

Ship to:

West Texas BMX

Customer ID	Customer PO	Payment Terms	
West Texas BMX	No PO	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		3/21/20

Quantity	Item	Description	Unit Price	Amount
		Midland BMX Starting Line Gate Project Lump Sum Cost, pricing based on Time and Material, excluding starting gate Unit.		
		Total Cost - Project Complete		32,905.00

Subtotal	32,905.00
Sales Tax	
Total Invoice Amount	32,905.00
Payment/Credit Applied	
TOTAL	32,905.00

Check/Credit Memo No:

PACKET

12.487

September 22, 2020

Dean Equipment Inc. DBA Dean Services

P. O. Box 62245
Midland, Tx 79711

INVOICE

Invoice Number: BMX-2001
Invoice Date: 2/20/2020
Page 1

COMPLETED WORK

Description	Cost
Concrete	\$4,905
Materials	\$4,000
Equipment Rental	\$4,000
Grading	\$8,000
Labor	\$12,000
	\$32,905



City Council Meeting

Item Number: 14
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Tina Jauz, Director
Subject: MOTION ACCEPTING MATCHING FUNDS IN THE AMOUNT OF \$16,000.00 FROM THE MIDLAND JUNIOR BASEBALL ASSOCIATION; SAID FUNDS SHALL BE MATCHED BY THE CITY OF MIDLAND FOR THE CONSTRUCTION OF NEW BATTING CAGES AT HOGAN PARK; AND APPROPRIATING THE SUM OF \$16,000.00 FROM THE FISCAL YEAR 2020 PARKS OPERATING BUDGET (001090-54015) TO THE HOGAN PARK BATTING CAGE PROJECT (COMMUNITY SERVICES)

Purpose:

Motion to accept and appropriate \$16,000 in matching funds from Midland Junior Baseball Association and transfer the sum of \$16,000 from the FY 2020 Parks operating budget to a project entitled Hogan Park Batting Cage Project.

Recommended City Council Action:

Approve

Fiscal Impact:

The Hogan Park Batting Cage Project funds will total \$32,000, to include \$16,000 in matching funds from Midland Junior Baseball Association and \$16,000 from the 2020 Parks Operating Budget.

Discussion:

In accordance with the Sports Association Agreement with Midland Junior Baseball Association, a matching funds request was submitted prior to March 30, 2019. The request was for matching funds in the amount of \$16,000 for construction of new batting cages to be located at the baseball fields at Hogan Park. Total cost for the improvements is \$32,000. This match was approved and included in the 2020 Parks Operating Budget. Midland Junior

Baseball has recently submitted the check for their match and is ready to move forward with the construction. The Parks Division can move this project forward this fall.

Funds are available in the 2020 Parks operating budget (001090-54015) for the Hogan Park Batting Cage Project.



City Manager's Office



City Council Meeting

Item Number: 15
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Glenda Arroyo-Cruz, Planner
Subject: Motion approving a proposed preliminary plat of Coyote Run Industrial Subdivision, being a plat of a 183.693-acre tract of land located in Section 35, Block 38, T-1-N, T&P. RR Co. Survey, City of Midland and Martin County, Texas. (Generally located on the east side of North County Road 1150, approximately 8,437-feet north of Crownridge Drive. Extraterritorial Jurisdiction) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Watson Professional Group, Inc., is proposing to plat a plat of 183.693-acre tract of land located in Section 35, Block 38, T-1-N, T&P. RR Co. Survey, City of Midland and Martin County, Texas, into one-hundred and sixteen (116) lots for development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not have significant fiscal impact to the City's budget.

Discussion:

The proposed plat has a portion that is located within City Limits and zoned AE, Agricultural Estates District, and the rest of the property lies within Martin County.

The Preliminary Plat has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Impact fees will be incurred for lots within City limits. Provide the following impact fee statement:

"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 increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases."

ROW: Dedicate 75 feet along the West side of the development for the construction of North County Road 1150. Indicate this ROW on both plat sheets.

PAVING: Pave North County Road 1150 and all internal roadways to City of Midland Standards or request a deferral.

WATER: None existing. Construct to City standards along entire platted frontage, serving all lots with looped system, or request a deferral. If utilities are installed, water pressure and volume studies will be required for all developments over 5 acres, serving 20 residences or more or multi-family sites, per Policy Statement.

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 1, 2019 - Fire hydrants shall be spaced no more than 400' apart, color coded rings shall be installed on the fire hydrant to indicate flow rate per NFPA (less than 500gpm RED, 500-999gpm YELLOW, 1000-1499gpm GREEN, Greater than 1500GPM BLUE)

PRO RATA: None

SEWER: None existing. Construct to City standards along entire platted frontage, serving all lots within the subdivision and to adjacent lot lines along exterior roadways, or request a deferral. If utilities are installed, sewer capacity studies will be required for all developments over 5 acres, serving 20 residences or more or multi-family sites, per Policy Statement.

DRAINAGE: Drainage Report required.

EASEMENTS: Show existing and proposed.

SIDEWALKS: Required during building permit phase, or request a deferral.

DIMENSION: * * *

OTHER:

A. All public infrastructure improvements and plat to comply with City of Midland – Engineering Services, Fire Department & Utilities Policy Statement – City Standards & Development Requirements. (Found on-line at: <http://www.midlandtexas.gov/DocumentCenter/View/2625>)

B. The following must be noted with regard to this plat and other new developments in the NE area of Midland:

"Enprotec/Hibbs & Todd, Inc. has determined through computer modeling that the City of Midland's existing water system cannot support additional service demand in the northeast portion of the system within TCEQ minimum pressure requirements.

Until all other plat requirements are met and on-site pressure testing shows adequate pressure and/or minimum TCEQ requirements are met for the water improvements installed for this subdivision, Engineering Services cannot support approval of the Final Plat.

The City is working diligently to determine short term and long term corrective actions to improve the Northeast portion of the water system and to partner with the area developers in seeking solutions."

TRANSPORTATION: (Approved with Conditions)

On southern sheet, CR 1150 is called out as a private road with no indication that ROW is being dedicated. Clarify that ROW is being dedicated with this plat, as was shown on the northern segment. Also, the width of dedication area is shown as 60 ft, but 75 ft half-street ROW is required along this future Major Arterial, as was shown on the northern segment.

At the southeast corner there is a 30' wide access easement. Where does this go to?

Estimated STREET NAME AND TRAFFIC CONTROL SIGN FEE due at Final Plat submittal = 2 new intersections created at \$500/intersection = \$1000. Fee shall be adjusted based on number of intersections if Final Plat is phased.

FIRE: (Approved)

No comments.

CODE COMPLIANCE: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

SURVEYOR: (Approved)

No comments.

HEALTH DEPARTMENT:

These lots are in Martin County and the septic permits will have to be permitted by the Martin County Designated Representative.

PLANNING:

This plat is larger than 25 acres; therefore City Council approval is required.

All department's comments must be addressed as a condition of final plat approval.

Staff recommends approval of the preliminary plat of Coyote Run Industrial Subdivision subject to conditions A and C.

Conditions:

- A. That all public improvements above are addressed.
- B. That the technical items listed above are addressed.
- C. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

Attachments:

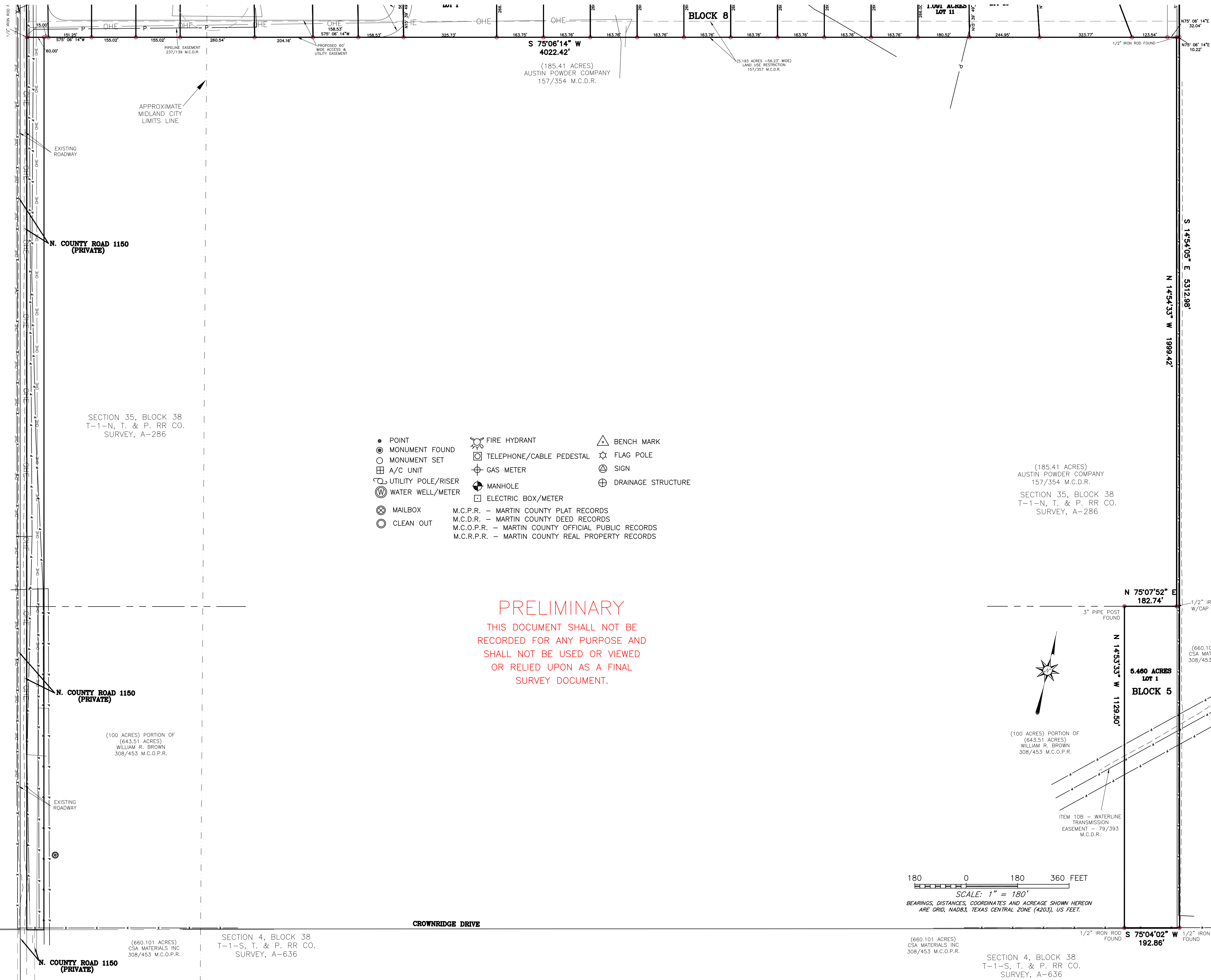
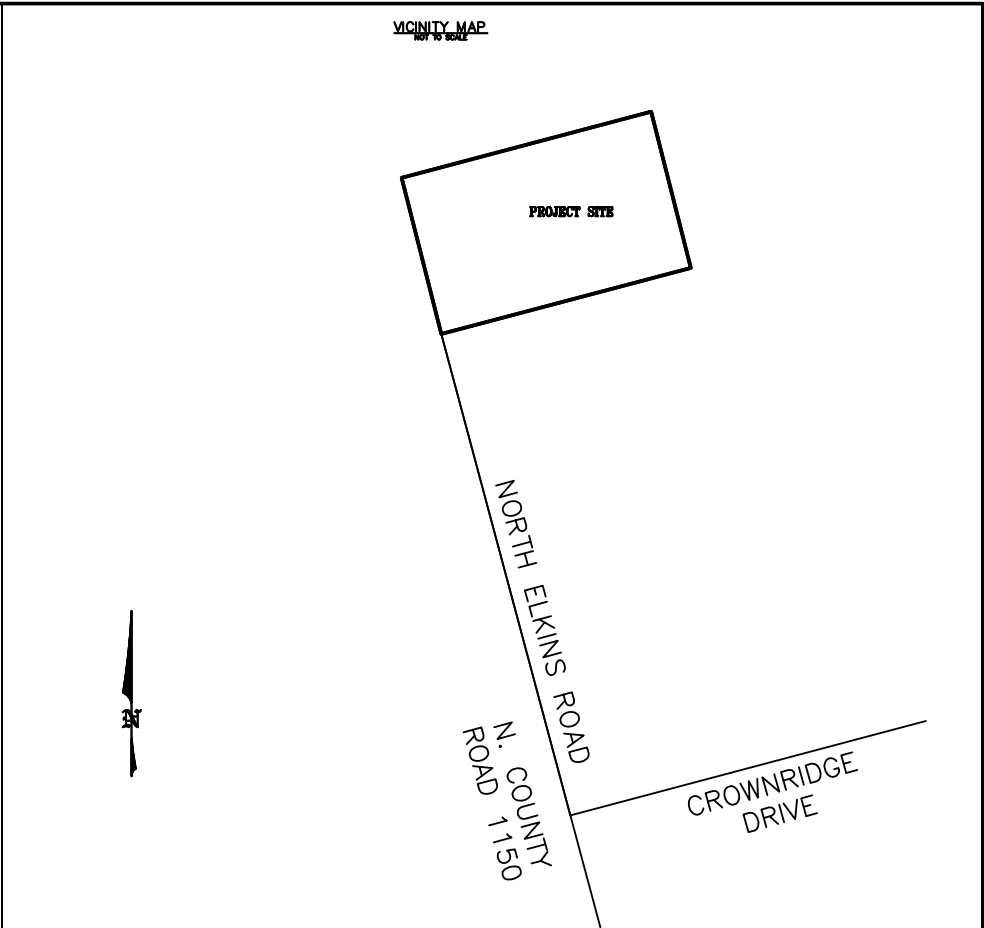
Proposed Preliminary Plat
Application
Maps



City Manager's Office

REPLAT OF COYOTE RUN INDUSTRIAL SUBDIVISION

BEING A 183.693 ACRE TRACT OUT OF SECTION 35, BLOCK 38,
T-1-N, T. & P. RR Co. SURVEY A-286, COUNTY OF MARTIN, TEXAS



CERTIFICATE OF APPROVAL
STATE OF TEXAS }
COUNTY OF MIDLAND }

This is to certify that the above and foregoing plat of "COYOTE RUN INDUSTRIAL SUBDIVISION" was approved by
proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this the ____
day of _____, 2020, A.D.

JOSH SPARKS, CHAIRMAN

CRISTINA ODENBORG BURNS, SECRETARY

OWNER'S CERTIFICATE
THE STATE OF TEXAS
COUNTY OF MARTIN

WHEREAS, AGUA DULCE HOLDINGS, LLC IS THE RECORD OWNER OF A 183.693 ACRE TRACT OF LAND, BEING
OUT OF SECTION 35, BLOCK 38 T-1-N, T. & P. RR CO. SURVEY, A-286, MARTIN COUNTY, TEXAS.
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, AGUA DULCE HOLDINGS, LLC, DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE
DESCRIBED PROPERTY AS "COYOTE RUN INDUSTRIAL SUBDIVISION", AN ADDITION TO MARTIN COUNTY, TEXAS, AND
DO HEREBY DEDICATE TO THE PUBLIC USE, FOREVER, THE STREETS, ALLEYS, AND EASEMENTS SHOWN HEREON,
FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED, AND AN EASEMENT OF INGRESS AND EGRESS FOR
TRASH LOCATION, AND LOCATION AND MAINTENANCE OF TRASH CONTAINERS, AND CONDITION SAID EASEMENT
THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID
CONTAINERS THEREWITH HAVE BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

AGUA DULCE HOLDINGS, LLC Date

UTILITY COMPANY'S CERTIFICATE
This plat has been checked for accessibility of utilities.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

SUDDENLINK COMMUNICATION
BY: _____

GRANDE COMMUNICATION
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

ACKNOWLEDGEMENT
STATE OF TEXAS }
COUNTY OF MIDLAND }

Before me, the undersigned authority, on this day personally
appeared AGUA DULCE HOLDINGS, LLC 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 considerations therein expressed.

Given under my hand and seal of office this the ____ day of
_____, 2020, A.D.

Notary Public in and for the State of Texas

Printed name of Notary
My commission expires: _____

GENERAL NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND
BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND
STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF
UTILITIES AND BUILDING PERMITS.

2. ANY INCREASE IN STORMWATER RUNOFF SHALL BE
DIRECTED ONTO PERMEABLE SURFACES.

3. BEARINGS, DISTANCES, COORDINATES AND ACREAGE SHOWN
HEREON ARE GRID, NAD83, TEXAS CENTRAL ZONE (4203), US
FEET.

4. AS OF THE DATE OF THE SURVEY, THE PREMISES IS NOT
MAPPED, AS DEFINED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MARTIN,
MIDLAND COUNTY, TEXAS.

5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A
TITLE REPORT AND REVIEW OF THE ABSTRACT OF TITLE.
THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING
THIS PROPERTY NOT SHOWN HEREON.

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED DOES 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 LOCATED UNDER THE LICENSED
SURVEYOR'S PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION
REGULATIONS OF MARTIN COUNTY, TEXAS.

DATED: _____, 2020

W.D. WATSON
REGISTERED PROFESSIONAL LAND SURVEYOR
#1989

FILED FOR RECORD THIS ____ DAY OF _____, 2020, AT ____ M.
RECORDED THIS ____ DAY OF _____, 2020, AT ____ M., IN
CABINET ____ PAGE ____ MARTIN COUNTY PLAT RECORDS.

COUNTY CLERK OF MARTIN COUNTY, TEXAS



Preliminary Plat Application

Project Number: SUB-20-0355
Case Number: P-20-0910

Proposed Subdivision Plat Name: Coyote Run Industrial Subdivision

Legal Description (attached sealed Metes and Bounds): _____

A 183.693 ACRE TRACT OUT OF SECTION 35, BLOCK 38, T-1-N, T. & P. RR Co. SURVEY A-286, COUNTY OF MARTIN, TEXAS

Property Owner Agua Dulce Holdings LLC

Printed Name: Rusty Bourland

Address 605 N Tumbleweed Trl

City Austin

Phone (512) 423-6177

Email rusty@sweetwaterprojects.com

State TX

Zip 78733

Developer (if different than Owner)

Printed Name: _____

Address _____

City _____

Phone ()
Email _____

State _____

Zip _____

Representative (if acting as Agent, see affidavit on page 2)

Firm: WATSON PROFESSIONAL GROUP INC

Printed Name: Ashlee Johnson

Address PO Drawer 11186

City Midland

Phone (432) 520-9200

Email _____

ajohnson@wpg-us.com

State TX

Zip 79702

Current Zoning: AE/ETJ

Reason for Platting: Development

Plat Information

Total Acreage: 183.693

Type: ☐ Single-Family Residential

☐ Multi-Family Residential

☐ Commercial

☒ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 116

Number of Multi-Family Dwelling Units: _____

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

RECEIVED
AUG 19 2020

BY: _____

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature):

Date: 8-18-2020

Property Owner (printed): Rusty Bourland

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

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 Ashlee Johnson who, being by me duly sworn, upon oath says: That (s)he is authorized by Rusty Bourland, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Ashlee Johnson
Authorized Agent (signature)

Subscribed and sworn to before me, this 19 day of August, 20 20, to certify which witness my hand and seal of office.



Ashlee Danielle Crouch
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☒ Plat in Digital Format (PDF/JPEG)

☒ Application Fee

☒ 1 Copy of Plat (11x17)

Check # 9954

Received By: jac

Date:

AUG 19 2020

BY:

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET

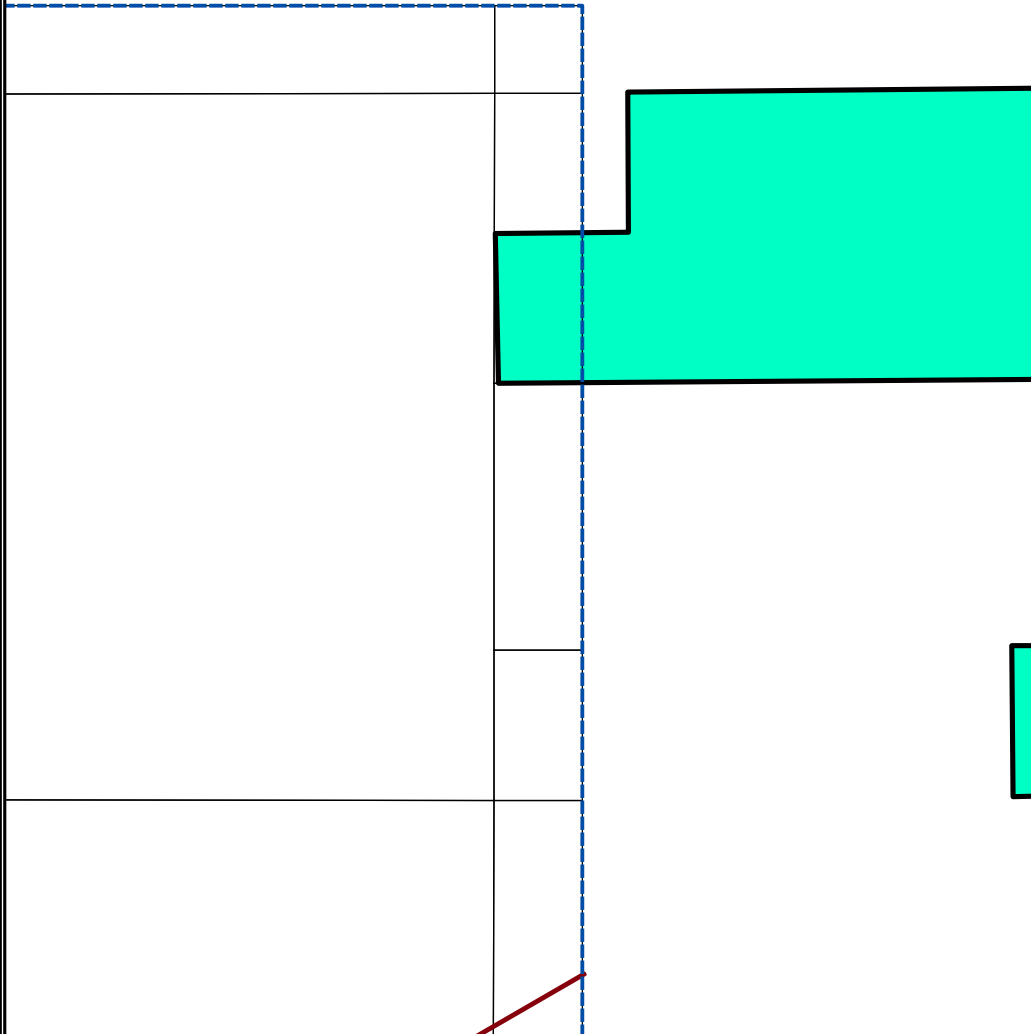
14.498

September 22, 2020

Preliminary Plat Application

2

Revised 07/01/19



LOCATION MAP

SUB-20-0355

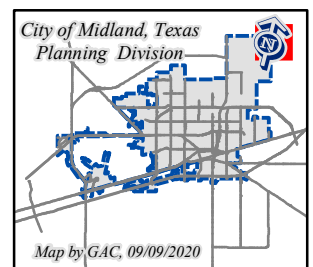
Scale: 1" = 250'

Consider a proposed plat of Coyote Run Industrial Subdivision, being a plat of a 183.693-acre tract of land located in Section 35, Block 38, T-1-N, T&P. RR Co. Survey, City of Midland and Martin County, Texas.

Generally located on the east side of North County Road 1150, approximately 8,437-feet north of Crownridge Drive. (Council District 14 and Extraterritorial Jurisdiction 14.499)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

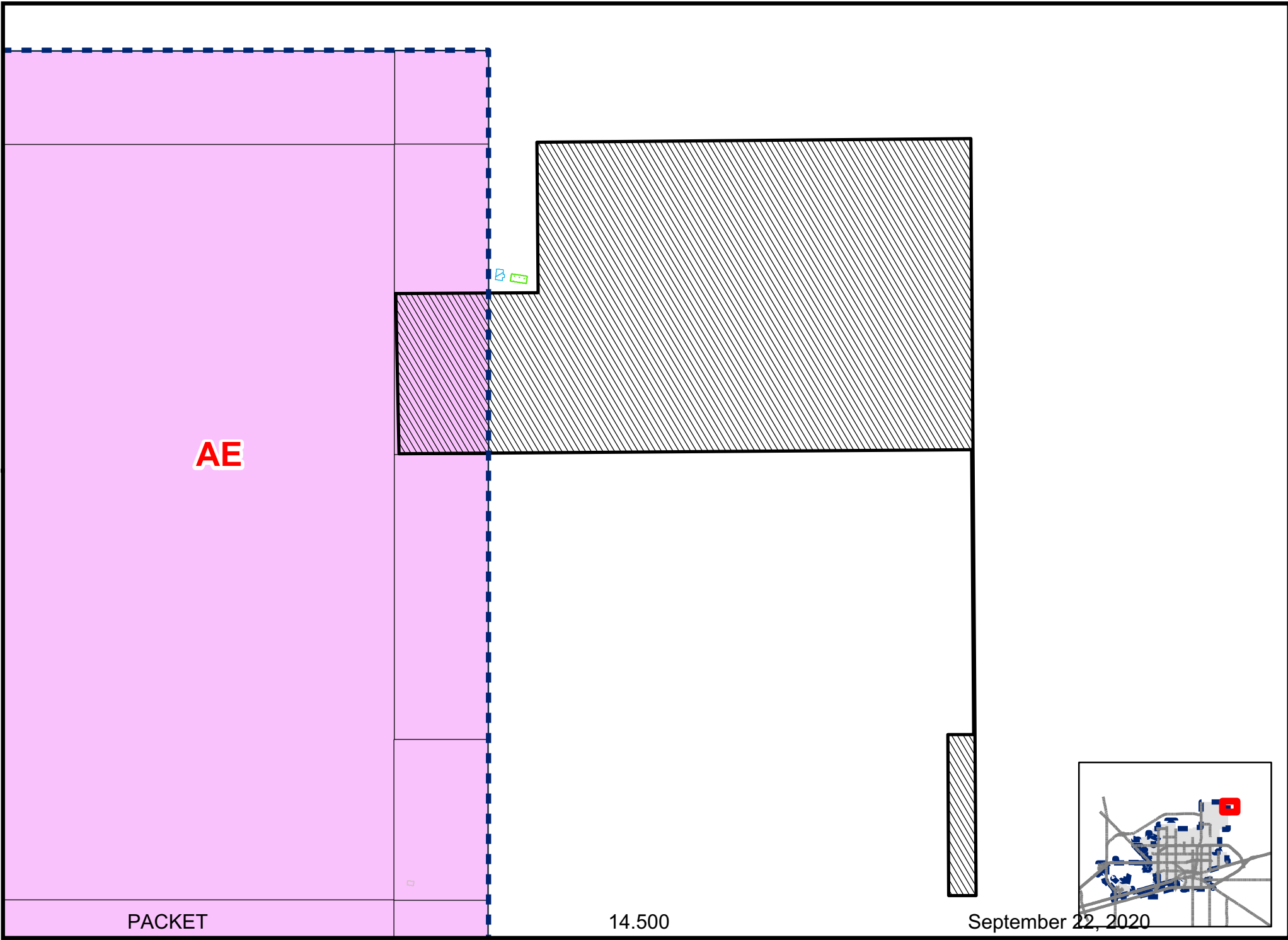


©THE CITY OF MIDLAND - 2020
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A SURVEY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 22, 2020

PACKET

14.499





City Council Meeting

Item Number: 16
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Joseph Marynak, Planner
Subject: Motion approving a proposed Preliminary Plat of Pioneer Industrial Park, being a plat of a 43.196-acres tract of land located in Section 25, Block 39, T-2-S, T&P. RR. Co. Survey, Midland County, Texas. (Generally located on the west side of FM 715, approximately 456-feet south of East County Road 140. Extraterritorial Jurisdiction) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Watson Professional Group, Inc., is proposing to plat a 43.196-acre tract of land located in Section 25, Block 39, T-2-S, T&P. RR. Co. Survey, Midland County, Texas, into ten (10) lots to obtain septic permits.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

ROW: TXDOT comments-An existing access location exists at the south side of LOT 1, Block 1 just north of Tract 9. Based on the speed limit of FM 715, the recommended access spacing is 425'. Tract 9 and Tract 10 should be developed with a shared access to both properties to meet the recommended access spacing. Post development drainage/runoff should not exceed/change from pre development conditions."

Comment repeated from Sketch Plat review: "Provide 60 ft half-street right-of-way on major arterial road frontages. It appears to be called out, but drawing is not clear."

PAVING: E. County Road 140 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required.

WATER: Deferral administratively approved December 19, 2019..

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 1, 2019 - Fire hydrants shall be spaced no more than 400' apart, hydrant top or bonnet shall be color coded per NFPA (less than 500gpm RED, 500-999gpm YELLOW, 1000-1499gpm GREEN, Greater than 1500gpm BLUE)

PRO RATA: NONE

SEWER: Deferral administratively approved December 19, 2019..

DRAINAGE: Drainage study required. Drainage must coincide with latest drainage report.

EASEMENTS: Ok as shown

SIDEWALKS: Deferral has been administratively approved December 19, 2019.

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved with Conditions)

TxDOT comments, "An existing access location exists at the south side of LOT 1, Block 1 just north of Tract 9. Based on the speed limit of FM 715, the recommended access spacing is 425'. Tract 9 and Tract 10 should be developed with a shared access to both properties to

meet the recommended access spacing. Post development drainage/runoff should not exceed/change from pre development conditions."

Comment repeated from Sketch Plat review: "Provide 60 ft half-street right-of-way on major arterial road frontages. It appears to be called out, but drawing is not clear."

FIRE: (Approved)

No comments.

CODE COMPLIANCE: (Approved)

Not in the City limits- no oil or gas jurisdiction.

HEALTH:

Yes, the health department will review applications from the 10 proposed lots of Pioneer Industrial Park, PLAT OF A 43.1 ACRE TRACT OF LAND OF THE NORTH PART OF SECTION 25, BLOCK 39, A-318 T-2-S, T. & P. RR. CO. SURVEY LOT 1 is 4.4 acre, LOT 2 is 3.6 acre, LOT 3 is 4.6 acre, LOT 4 is 4.4 acre, LOT 5 is 4.4 acre, LOT 6 is 4.4 acre, LOT 7 is 4 acre, LOT 8 is 1.9 acre, LOT 9 is 3.6 acre, LOT 10 is 3.6 acre to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

GIS:

I drew a red line using the metes and bounds of the preliminary plat of Pioneer Industrial Park. Please see attached map (GIS Comments Map).

On the map you can see that the proposed platted area located by E CR 140 does not cover all the area of the parcels. There is this clause on the preliminary plat that says "60' R-O-W TO BE DEDICATED", but the ROW is not included on the metes and bounds of the proposed plat. On the map that I attached, you can see that the recorded plats around that area have been dedicated ROW for E CR 140 and every single one of those plats include the metes and bounds of the area that has been dedicated. I recommend that the proposed plat includes the metes and bounds for the proposed ROW dedication to avoid confusions.

MIDLAND COUNTY ROAD AND BRIDGE:

They will need to get a driveway permit from Road & Bridge to tie onto ECR 140.

MIDLAND COUNTY:

The County's Subdivision Regulations can be found on the Midland County website on the Department of Road and Bridge home page – left hand side, direct link.

Although noted on the Plat that the proposed lots are in Zone X, Article 6 states that a Flood

Permit will be submitted with the Plat for analysis by the Flood Plain Administrator. I would suggest Planning and Zoning enforce this for review by the Administrator.

Driveway Permits for CR 140 will be required separately prior to installation per Article 4 in the Subdivision Regulation. Driveways on FM715 will require permits from TxDOT

911 addresses will be required prior to issuance of OSSS permits.

Flood permit application to the Administrator will be required prior to issuance of the permits.

Please see set back requirements for Lots in Article 10

If separate onsite sewer installations are planned in the future, 911 addresses will be required prior to issuance of OSSS permits.

OSSS permits are obtained through Midland Health

Flood permit application to the Administrator will be required prior to issuance of the permits

PLANNING:

Verify the Legal Description. Our records show the correct legal description should read "being a 43.196-acre tract of land in Section 25, Block 39, T-2-S, T&P. RR. Co. Survey, Midland County, Texas".

The owner's name and address on plat must match City records and the Midland Central Appraisal District records. The Midland Central Appraisal District shows the ownership of the property as the following: PSI Exchange Holdings, LLC, 303 W. Wall Street, #2400, Midland, TX 79707. Provide ownership documentation.

The Midland Central Appraisal District records show a total of 44.09-acres. Verify acreage.

The 60 foot right-of-way dedication along E. County Road 140 should be included as part of the plat boundary.

Remove building lines on the final plat.

This plat is over 25-acres and meets the conditions in Section 11-2-3 (D) 11 of the Subdivision Ordinance of the City of Midland Code; therefore, this plat requires City Council approval.

This request was approved at the September 21, 2020 Planning and Zoning Commission meeting.

Staff recommends approval of the preliminary plat of Pioneer Industrial Park, subject to conditions A through C.

Conditions:

A. That a drainage study is approved.

B. That 60 feet of right-of-way is provided on the major arterials.

C. All plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filling for recording with the County Clerk of Midland County, Texas.

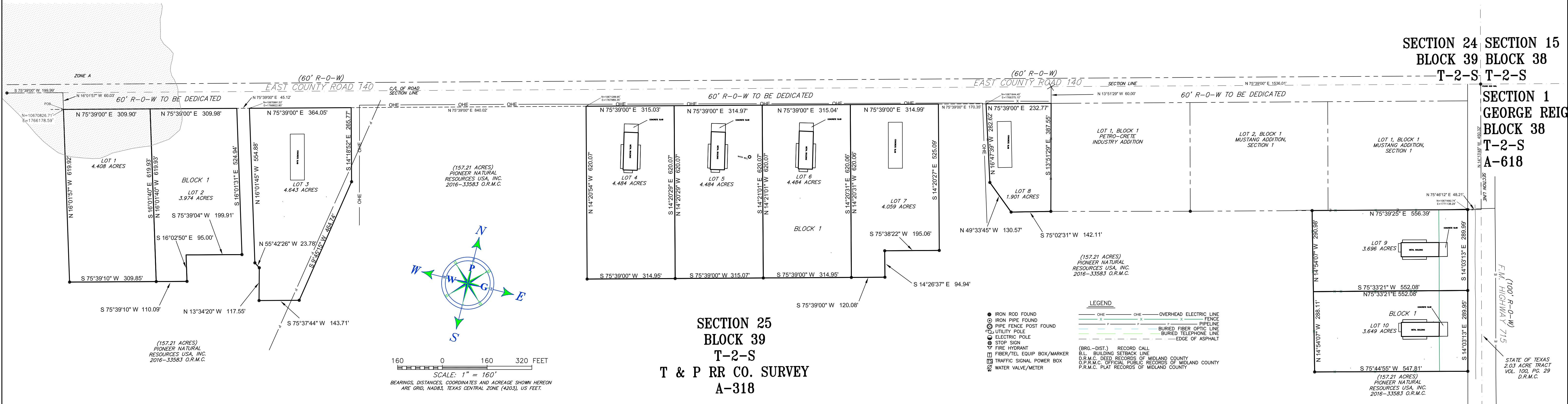
Attachments:

Proposed Preliminary Plat
Application
Maps
GIS Comments Map

City Manager's Office

PIONEER INDUSTRIAL PARK

BEING A 43.196 ACRE TRACT OUT OF THE NORTH PART OF SECTION 25, BLOCK 39, A-318, T-2-S, T & P RR CO. SURVEY, MIDLAND COUNTY, TEXAS



GENERAL NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. BEARINGS/DISTANCES/COORDINATES TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
4. ACCORDING TO FEMA MIDLAND COUNTY IS A "MAPPED" COUNTY, BUT ONLY CERTAIN FEDERAL FLOOD INSURANCE RATE MAP PANELS ARE AVAILABLE. THE SUBJECT TRACT DESCRIBED HEREON IS LOCATED IN PART IN ZONE A AND IS WITHIN A 100-YEAR FLOOD HAZARD AREA OF WHICH NO BASE FLOOD ELEVATION HAS BEEN DETERMINED AND IN ZONE X AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD BOUNDARY MAP, PANELS NO. 48329C0216F AND 48329C0217F BOTH WITH A REVISED DATE OF SEPTEMBER 16, 2005.

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

ATMOS ENERGY	PRINT NAME
ONCOR ELECTRIC DELIVERY	PRINT NAME
SUDENLINK	PRINT NAME
GRANDE COMMUNICATIONS	PRINT NAME
AT&T - TEXAS	PRINT NAME

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED DOES 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 LOCATED UNDER THE LICENSED SURVEYOR'S PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

DATED: AUGUST 7, 2020

W.D. WATSON
REGISTERED PROFESSIONAL LAND SURVEYOR
#1989

PRELIMINARY
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL
SURVEY DOCUMENT.

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "PIONEER INDUSTRIAL PARK", was approved by the proper action of the Planning and Zoning Commission of the City of Midland, Texas on this the _____ day of _____, 2020

Signed: _____
JOSH SPARKS, CHAIRMAN

Signed: _____
CRISTINA ODENBORG BURNS, SECRETARY

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

Whereas, Miss Henley Holdings, LP is the record owner of a 43.196 acre tract of land, being out of Section 25, Block 39, T-2-S, A-318, T & P RR CO. Survey, Midland County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Miss Henley Holdings, LP, Tallian Thompson, President do hereby adopt this plat designating the herein above described property as "PIONEER INDUSTRIAL PARK", an addition to the City of Midland, Midland County, Texas, and do hereby dedicate to the public use forever the streets, alleys and easements shown hereon, for the purpose and consideration herein expressed, and an easement of ingress and egress for trash location, and location and maintenance of trash containers, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities.

Miss Henley Holdings, LP, Tallian Thompson, President

Date

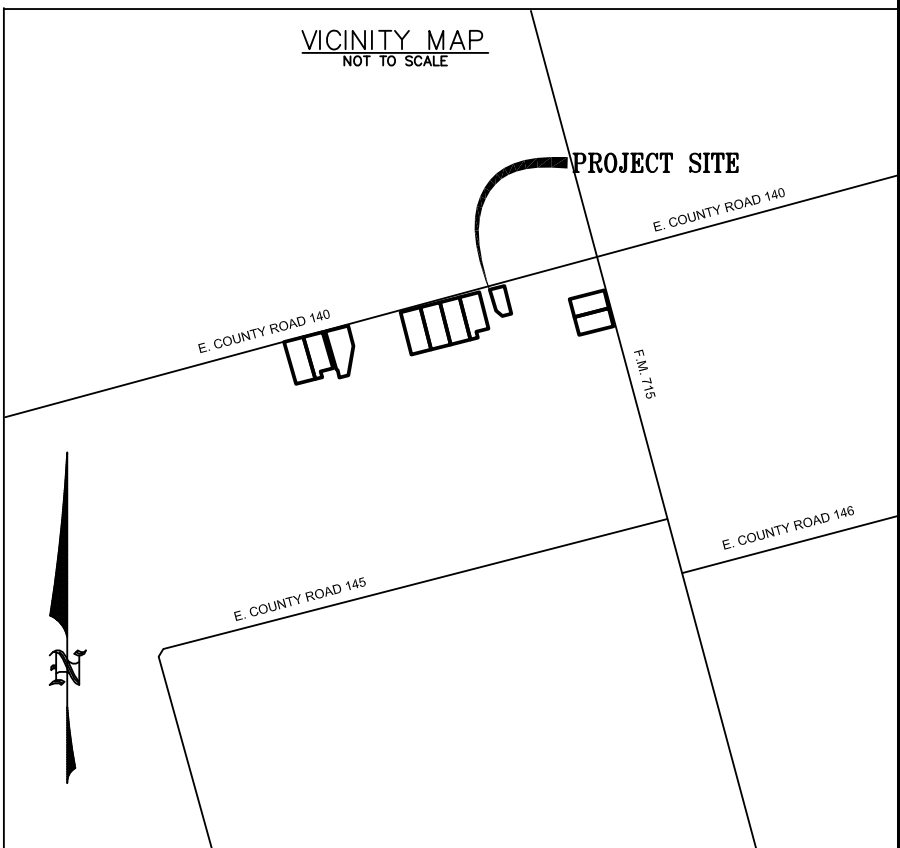
ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF MIDLAND

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2020
BY TALLIAN THOMPSON

NOTARY PUBLIC PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES



P.O. DRAWER 11186
MIDLAND, TEXAS 79702
(432) 520-9200
FAX (432) 520-9212
FIRM#10146900
wdwatson@wpg-us.com

CONSULTING ENGINEERS, LAND SURVEYORS & PLANNERS

JOB NO.: 19-1255-00 DRAFT PW REV. 0
FILE: S: MIDLAND/PIONEER SUBDIVISION



Preliminary Plat Application

Project Number:

Case Number:

SUB-19-091
P-20-0904

Proposed Subdivision Plat Name: PIONEER INDUSTRIAL PARK

Legal Description (attached sealed Metes and Bounds): BEING A 43.196 ACRE TRACT OUT OF THE NORTH PART OF SECTION 25, BLOCK 39, A-318, T-2-S, T & P RR CO. SURVEY, COUNTY OF MIDLAND, TEXAS

Property Owner <u>HENLEY</u>		Phone (432) 230-5066	
Printed Name: <u>MISS HEENLEY HOLDINGS LP</u>		Email <u>thompsonsffice@yahoo.com</u>	
Address <u>PO. BOX 177</u>	City <u>DENNIS</u>	State <u>TX</u>	Zip <u>76439</u>

Developer (if different than Owner)		Phone ()	
Printed Name:		Email	
Address	City	State	Zip

Representative (if acting as Agent, see affidavit on page 2)		Phone (432) 520-9200	
Firm: <u>WATSON PROFESSIONAL GROUP INC.</u>		Email	
Printed Name: <u>Peter Watson</u>		<u>pwatson@wpg-us.com</u>	
Address <u>PO. DRAWER 11186</u>	City <u>MIDLAND</u>	State <u>TX</u>	Zip <u>79706</u>

Current Zoning: _____

Reason for Platting: _____

Plat Information	Total Acreage:
Type: ☐ Single-Family Residential ☐ Multi-Family Residential ☐ Commercial ☒ Extraterritorial Jurisdiction (ETJ)	
Number of Residential Lots:	Number of Multi-Family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature):

Date:

Property Owner (printed):

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

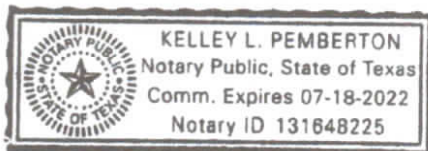
If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Tallian Thompson who, being by me duly sworn, upon oath says: That (s)he is authorized by Miss Henley Holdings, 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.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 6th day of August, 20 20, to certify which witness my hand and seal of office.



[Signature]
Kelley Pemberton

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☐ Plat in Digital Format (PDF/JPEG)

☒ Application Fee

☒ 1 Copy of Plat (11x17)

Check # 10229

RECEIVED
AUG 07 2020

Received By: Joseph Marynack

Date: [Signature]

****Application will not be considered for scheduling until reviewed by a planner****

PACKET

15.508

September 22, 2020



LOCATION MAP

SUB-19-0191

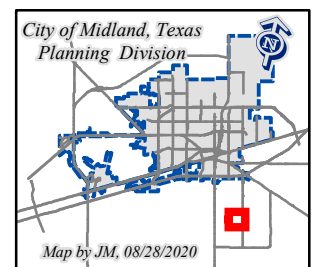
Scale: 1" = 800'

Consider a proposed Preliminary Plat of Pioneer Industrial Park, being a plat of a 43.196-acre tract of land located in Section 25, Block 39, T-2-S, T&P. RR. Co. Survey, Midland County, Texas.

Generally located on the west side of FM 715, approximately 456-feet south of East County Road 140. (Extraterritorial Jurisdiction).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

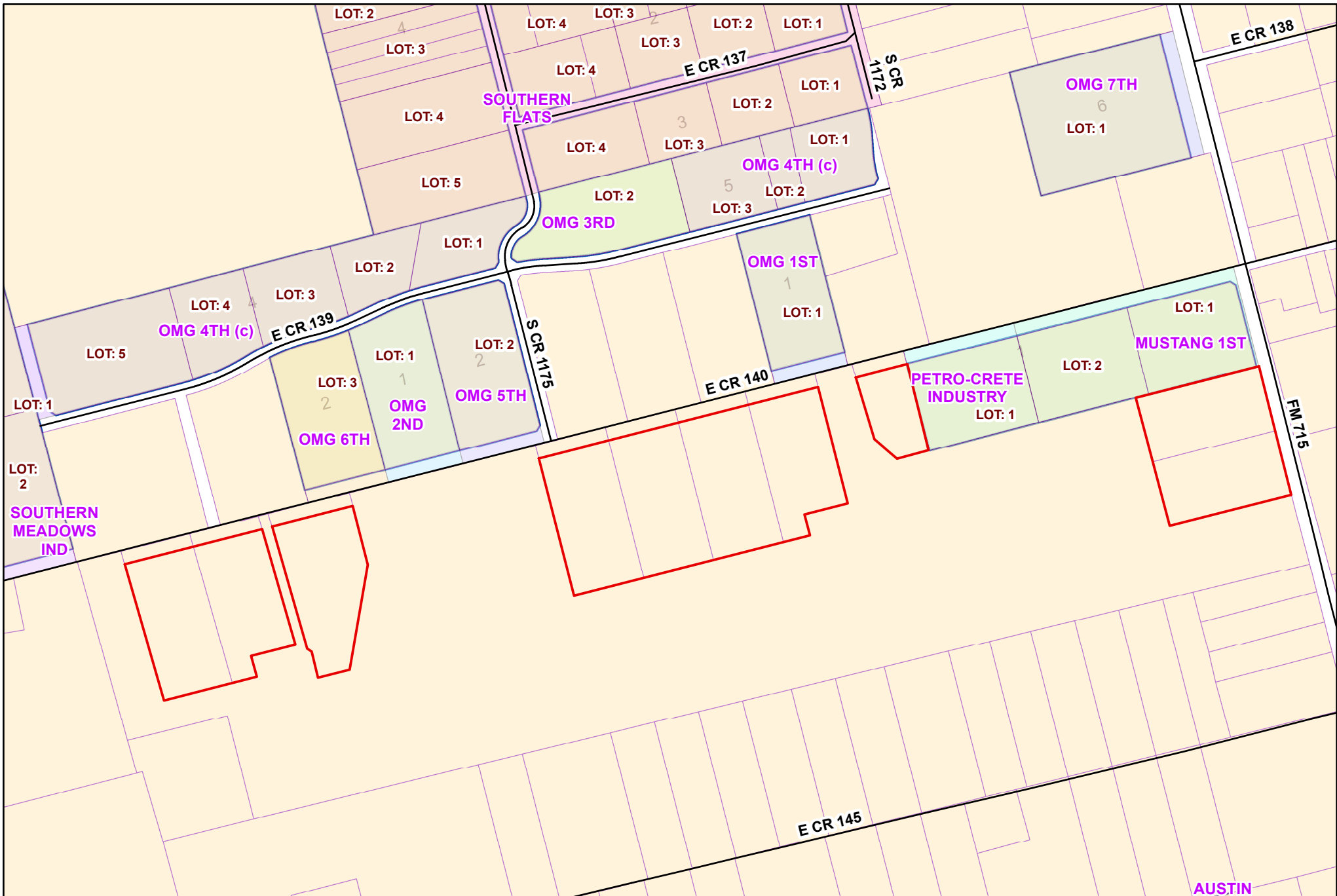


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING OR IS IT DESIGNED TO BE USED AS A SURVEY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

September 22, 2020

PACKET

15.509



Date: 8/14/2020

1 inch = 550 feet

Legend

— Street Centerline

Parcel

PACKET

Prrreliminary Plat of Pioneer Industrial Park



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THIS DOCUMENT IS NOT A SUBSTITUTION FOR A SURVEY, ENGINEERING, OR ARCHITECTURAL DRAWING. IT IS 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.

September 22, 2020



City Council Meeting

Item Number: 17
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Jose Ortiz, Director of Engineering Services
Subject: RESOLUTION AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES (1) ON BUTTERFIELD TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, (2) ON SANTA FE TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, (3) ON CHISOLM TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, AND (4) GOODNIGHT TRAIL, FROM PEASE TRAIL TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, IN ACCORDANCE WITH THE CITY - COUNTY INTERLOCAL COOPERATION CONTRACT AUTHORIZED BY RESOLUTION NO. 2013-401; REAPPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$651,536.00

Purpose:

Consider a Resolution authorizing Midland County, Texas to perform paving services (1) on Butterfield Trail, from Interstate 20 to the southern boundary of the City of Midland, (2) on Santa Fe trail, from Interstate 20 to the southern boundary of the City of Midland, (3) on Chisolm Trail, from Interstate 20 to the southern boundary of the City of Midland, and (4) Goodnight Trail, from Pease Trail to the southern boundary of the City of Midland, in accordance with the City - County Interlocal Cooperation Contract authorized by Resolution No. 2013-401; re-appropriating funds from Project 900322 to a new project entitled Southern Boundary Road Paving with MC Project; and authorizing payment in an amount not to exceed \$651,536.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds available in the Capital Projects Fund (005), Project 900322

Discussion:

On November 5, 2019, the City Council passed a resolution authorizing Midland County to perform paving services on Fairgrounds Road in accordance with the City-County Interlocal Cooperation Contract authorized by Resolution No. 2013-401. The resolution also authorized payment to Midland County in the amount of one-third of the paving cost not to exceed \$1,500,000.00.

The Fairgrounds Road construction project is nearing completion and favorable construction bids have resulted in a savings of **\$651,536.00** from the original maximum participation of \$1,500,000.00. The County wishes to cooperate on funding another project with the remaining funds from unspent pledge to the Fairgrounds Road project.

Midland County is currently in the process to reconstruct multiple roads south of IH 20 referred to as **Cluster A** (see attached location map). Four (4) of these roads are within the City Limits of Midland. They are:

- **Butterfield Trail** from IH 20 Frontage Road south to the Midland City Limit
- **Santa Fe Trail** from IH 20 Frontage Road south to the Midland City Limit
- **Chisholm Trail** from IH 20 Frontage Road south to the Midland City Limit
- **Goodnight Trail** from Pease Trail southeast to the Midland City Limit

This resolution for approval will allow the City Manager to re-appropriate the remaining funds from the Fairgrounds Road project to the **Cluster A** project. Attached is a map of the Cluster A project with the City participation projects identified.

City Staff supports this resolution.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING MIDLAND COUNTY, TEXAS TO PERFORM PAVING SERVICES (1) ON BUTTERFIELD TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, (2) ON SANTA FE TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, (3) ON CHISOLM TRAIL, FROM INTERSTATE 20 TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, AND (4) GOODNIGHT TRAIL, FROM PEASE TRAIL TO THE SOUTHERN BOUNDARY OF THE CITY OF MIDLAND, IN ACCORDANCE WITH THE CITY - COUNTY INTERLOCAL COOPERATION CONTRACT AUTHORIZED BY RESOLUTION NO. 2013-401; REAPPROPRIATING FUNDS; AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$651,536.00

WHEREAS, on the 12th day of November, 2013, the City Council adopted Resolution No. 2013-401, authorizing the execution of an Interlocal Cooperation Contract (the “Contract”) with Midland County, Texas (the “County”); and

WHEREAS, in accordance with the Contract, the County proposes to perform paving services (1) on Butterfield Trail, from Interstate 20 to the southern boundary of the City of Midland, (2) on Santa Fe Trail, from Interstate 20 to the southern boundary of the City of Midland, (3) on Chisolm Trail, from Interstate 20 to the southern boundary of the City of Midland, and (4) on Goodnight Trail, from Pease Trail to the southern boundary of the City of Midland (the “Paving Work”), at a total cost to the City not to exceed \$651,536.00; and

WHEREAS, the City Council finds it to be in the public interest to authorize the County to perform the Paving Work and to appropriate funds and 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 County is hereby authorized to perform the Paving Work.

SECTION THREE. That the sum of \$651,536.00 is hereby reappropriated from

Project 900322 to a new project entitled Southern Boundary Road Paving with MC Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to make payment to Midland County for the City's share of the cost of the Paving Work, pursuant to the terms of the Contract, in an amount not to exceed \$651,536.00 from funds reappropriated herein upon receipt of proper invoice or statement or other documentation approved by the City Manager or the Assistant City Manager who supervises the Engineering Services Department.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

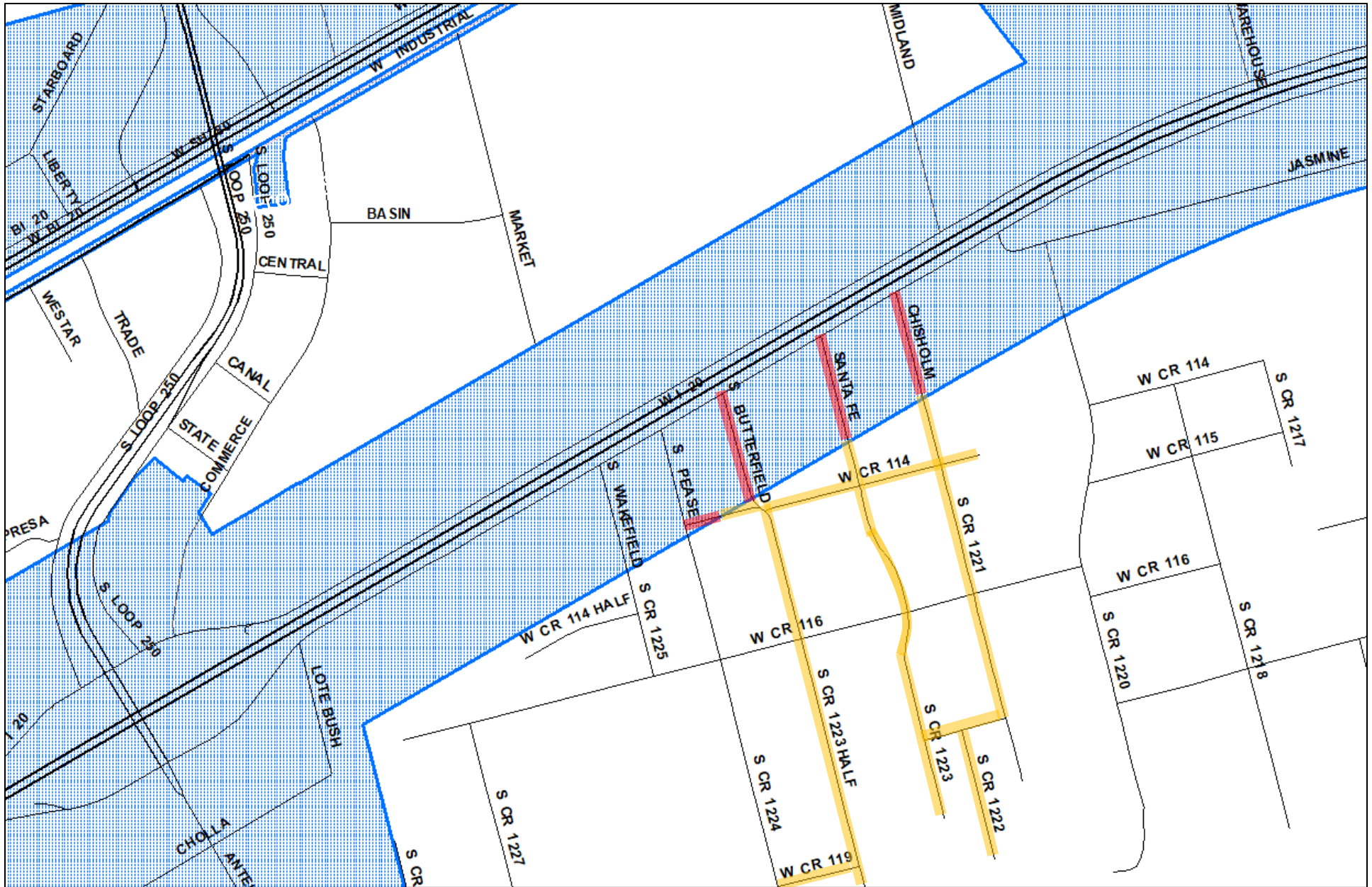
Robert Patrick, Assistant City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



- County Participation
- PACKET City Participation

LOCATION MAP – Cluster A **City-County Interlocal Agreement Project** **NTS**

September 22, 2020



WARNING TO CONTRACTOR:
CALL 811 (TEXAS 811) OR OTHER UTILITY LOCATING SERVICES 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY. DUNAWAY ASSOC., L.P., IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICTING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

CRITICAL:
LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE AND ARE BASED ON PUBLIC RECORDS. THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES, BOTH HORIZONTALLY AND VERTICALLY, BEFORE THE COMMENCEMENT OF ANY CONSTRUCTION.

UTILITY RELOCATION NOTE:
IF ANY EXISTING UTILITY POLES, POWER POLES, GUY WIRES, TELEPHONE UTILITIES, ETC. ARE FOUND TO BE IN CONFLICT WITH THESE CONSTRUCTION PLANS, THE CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY AND COORDINATE THE RELOCATION OF ANY/OR ALL SUCH UTILITIES (NO SPECIAL PAY).

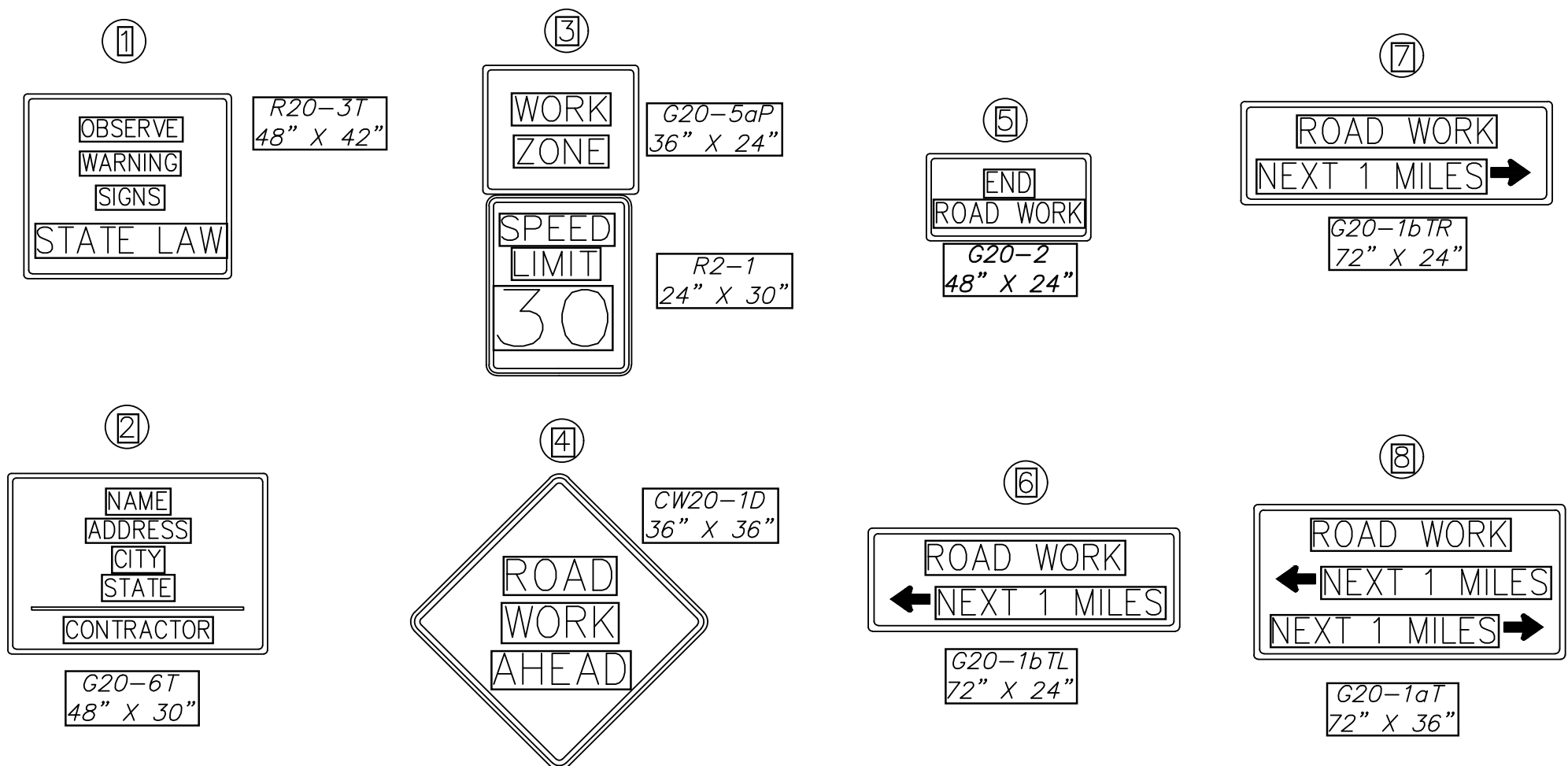
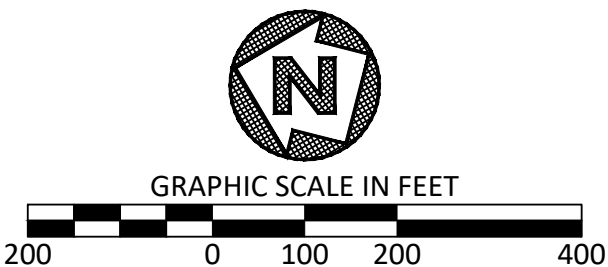
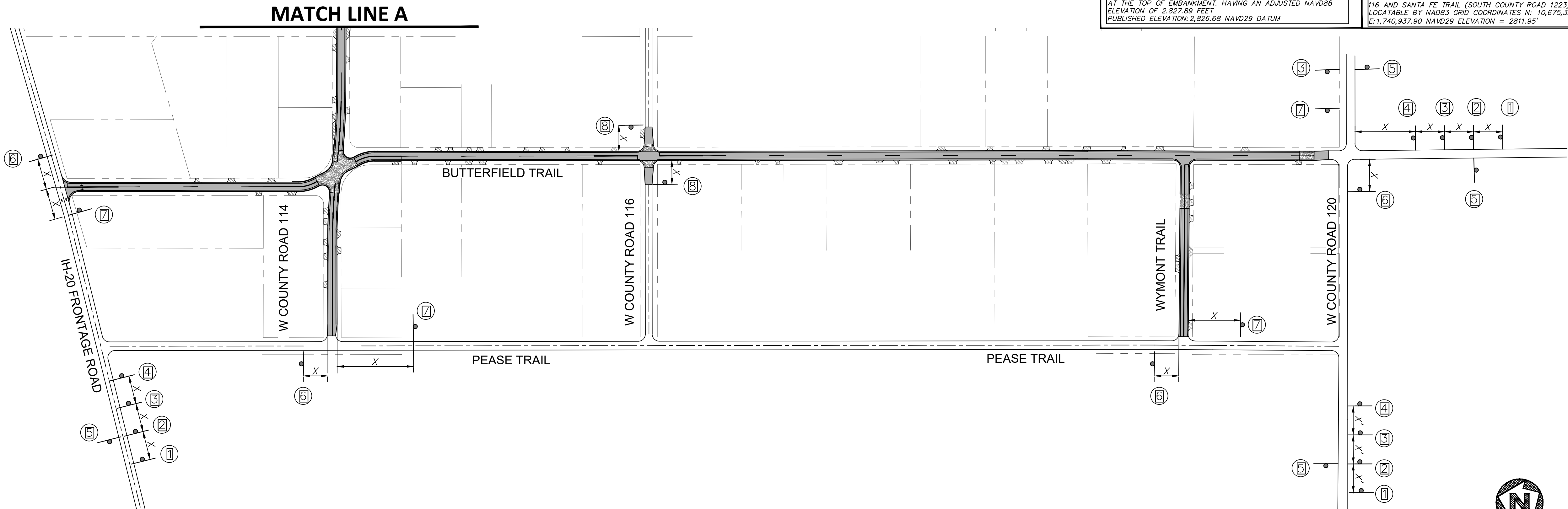
STATE PLANE COORDINATE NOTE:
COORDINATES PROVIDED ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), CENTRAL ZONE 4203; ALL COORDINATES, BEARINGS, AND DISTANCES ARE NAD83 GRID VALUES.

OFF-SITE BENCHMARK INFORMATION:
CITY OF MIDLAND BENCHMARK 44-93, A 2 INCH ALUMINUM CAP STAMPED 44-93, LOCATED APPROX. 18.9 FEET NORTH OF THE NORTH FRONTAGE ROAD OF INTERSTATE 20, 55 FEET EAST OF THE ENTRANCE TO THE TEXAS HWY. DEPT. OF MAINTENANCE OFFICE. HAVING AN ADJUSTED NAVD88 ELEVATION OF 2,822.32 FEET PUBLISHED ELEVATION: 2,821.1 NAVD29 DATUM

BENCHMARK:
CP-101 A 5/8" IRON ROD WITH RED CAP LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST COUNTY ROAD 120 AND SOUTH COUNTY ROAD 1232 1/2, BEING LOCATABLE BY NAD83 GRID COORDINATES N: 10,675,325.86 E: 1,740,937.90 NAVD29 ELEVATION = 2803.14'

OFF-SITE BENCHMARK INFORMATION:
CITY OF MIDLAND BENCHMARK 44-95, A 2 INCH ALUMINUM CAP STAMPED 43-95, LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH MADKIFF ROAD AND INTERSTATE HWY. 20 AT THE TOP OF EMBANKMENT, HAVING AN ADJUSTED NAVD88 ELEVATION OF 2,827.89 FEET PUBLISHED ELEVATION: 2,826.68 NAVD29 DATUM

BENCHMARK:
CP-102 A 5/8" IRON ROD WITH RED CAP LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST COUNTY ROAD 116 AND SANTA FE TRAIL (SOUTH COUNTY ROAD 1223), BEING LOCATABLE BY NAD83 GRID COORDINATES N: 10,675,325.86 E: 1,740,937.90 NAVD29 ELEVATION = 2811.95'



GENERAL TRAFFIC CONTROL NOTES:

- ADVANCE WARNING SIGNS ARE DISPLAYED FOR ILLUSTRATIVE PURPOSES ONLY AND DO NOT REFLECT ACTUAL SIGN PLACEMENT LOCATIONS. FIELD CONDITIONS, STANDARDS, AND TEXAS MUTCD SHALL GOVERN ACTUAL SIGN LOCATIONS.
- THE ADVANCE WARNING SIGNS SHALL BE LOCATED IN ADVANCE OF THE PHASING TRAFFIC CONTROL SEQUENCING FOR THE ABOVE LOCATIONS.
- THE ADVANCE WARNING SIGNS SHALL REMAIN IN PLACE FOR THE DURATION OF THE CONTRACT OR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL MAINTAIN A MINIMUM 10' CLEAR ZONE (MEASURED FROM THE EDGE OF THE ADJACENT TRAFFIC LANE) DURING NON-WORK HOURS.
- "X" REFER TO BC(2)-14 FOR SPACING.
- WORK ALONG ROADWAY SHALL BE DURING DAYLIGHT HOURS ACCORDING TO TXDOT STANDARDS TCP(2-3)-18. BOTH LANES OF TRAFFIC WILL REMAIN OPEN DURING CONSTRUCTION.
- CONTRACTOR SHALL ONLY CONSTRUCT ONE ROAD CONNECTING TO THE I-20 FRONTAGE ROAD AT A TIME.

- STOP EQUIPMENT FOR TRAFFIC WHEN CROSSING AT ANY TRAFFIC LANES. FURNISH FLAGGERS TO WARN EQUIPMENT OPERATORS OF APPROACHING TRAFFIC, UNLESS OTHERWISE DIRECTED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF PEDESTRIANS AND MOTORISTS IN THE AREA OF THE CONSTRUCTION SITE.
- ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE MINIMAL INTERFERENCE TO TRAFFIC.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SIGNAGE DURING CONSTRUCTION.

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FULL PATH: G:\Production\8005670\US20\001\Drawings\Plan Sheets\Traffic Control PLAN.dwg

FILENAME: TRAFFIC CONTROL PLAN.dwg
PLOTTER: HP DesignJet T1100e
PLOT DATE: Thursday, November 14, 2019
PLOT TIME: 2:58:09 PM



City Council Agenda

Approved for Agenda:

City Manager's Office

MEETING DATE: 09/08/2020

TO: City Council / City Manager

FROM: John Simmons, Right-of-Way Manager

SUBJECT: RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 22.21-ACRE UTILITY EASEMENT OUT OF SECTIONS 9, 10 AND 11, BLOCK 39, T-1-S, T&P RR CO. SURVEY, MARTIN AND MIDLAND COUNTIES, TEXAS, AT A COST NOT TO EXCEED \$500,000.00; AND ORDERING RECORDATION BY THE CITY SECRETARY

Purpose:

This resolution accepts a Public Utility Easement from Occidental Permian LTD., for a 60' wide right of way for the construction and operation of the 24" Northeast water transmission pipeline.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

Compensation of \$500,000.00 for this right of way is based on current land values and costs incurred to relocate multiple existing surface and subsurface oilfield structures.

Discussion:

This 22.21-acre section of Right of Way is the largest single land section for the Northeast Water Transmission line

The Public Utility Easement is attached, as is a plat showing the proposed easement, Staff supports accepting this dedication.

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.

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT **Occidental Permian LTD.** ("Grantor"), a Texas limited partnership, whose mailing address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT AND CONVEY, without warranties or covenants of title, express or implied, to the **CITY OF MIDLAND, TEXAS** ("Grantee"), a home-rule municipal corporation, whose address is 300 North Loraine, Midland, Texas 79701, an easement and right-of-way to construct, install, operate, use, maintain, repair, modify and replace public utilities, including a water line or a sewer line or both a water line and a sewer line, and any necessary appurtenant facilities (collectively, the "Utilities"), in, on, upon, over, under, across, along and through the following described property owned by Grantor:

A 22.21-acre tract of land located in Sections 9, 10 and 11, Block 39, T-1-S, T&P RR CO. Survey, Martin and Midland Counties, Texas, being more fully described in the attached **Exhibit A**, which is attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee and its employees, contractors, agents, successors, and assigns, shall have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the Easement Tract described herein for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, and removing said public utilities and appurtenant facilities, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the Easement Tract. This Easement shall operate in conjunction with that certain easement made effective between Grantor and Grantee on July 12, 2016, being Instrument Number 2016-22809 in the Records of Midland County, Texas.

Grantee retains unto itself, its successors, assigns, lessees, agents, and licenses, the right to use and enjoy all of the Easement Tract; however, Grantor shall not exercise such use and enjoyment in a manner that will unreasonably interfere with the rights granted herein. Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building of any kind will be placed on the Easement Tract.

Grantee agrees to comply with all laws, rules and regulation (including those related to the environment) applicable to the rights granted herein.

THIS GRANT IS MADE WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED, provided that this grant is made expressly subject to and subordinate to all previously recorded leases, instruments and encumbrances, and the existing rights of persons in possession.

TO THE EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD GRANTOR, ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, FEES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF DISPUTE RESOLUTION) OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO (i) GRANTEE'S USE OF THE EASEMENT TRACT (INCLUDING THE CONSTRUCTION, MAINTENANCE, OPERATION, AND REPAIR OF THE UTILITIES) OR CONSTRUCTION OF THE UTILITIES WITHIN OR UNDER THE EASEMENT TRACT; AND/OR (ii) THE PERFORMANCE OF OR FAILURE TO PERFORM ANY DUTY, RESPONSIBILITY OR OBLIGATION OF THE GRANTEE WITH RESPECT TO THE EASEMENT. GRANTEE DOES HEREBY AGREE THAT THE DUTIES AND OBLIGATIONS IN THIS PARAGRAPH SHALL BE BINDING ON ITS SUCCESSORS AND ASSIGNS.

This instrument does not constitute a conveyance of any part of the Easement Tract nor of the mineral rights therein and thereunder, nor of any surface rights other than the Easement Area herein specifically described to the extent necessary to accomplish the purpose herein expressed, and any and all other rights, the exercise of which will not unduly interfere with the rights herein granted, are hereby reserved to Grantor.

Any assignment by Grantee of any of the rights granted by this instrument, in whole or in part, without first obtaining written consent of Grantor, shall be void unless expressly ratified in writing by Grantor, and the granting of any such consent by Grantor shall not have the effect of waiving this limitation as to any future, further or additional assignments.

TO HAVE AND TO HOLD the right to use the Easement Tract as herein provided unto Grantee, its successors and assigns, until such time as the Utilities are constructed or installed and then for so long thereafter as they are maintained on the Easement Tract, subject however, to automatic termination, extinguishment and reversion if (1) Grantee, its successors or assigns, fails to commence construction of the Utilities within ten (10) years from the Effective Date or fails to complete the construction of the Utilities within twenty four (24) months from the date of commencement of the construction, or (2) after completion or construction of the Utilities, the Utilities cease to be used for the purpose herein expressed for twenty four (24) consecutive months, or (3) Grantor's rights in and to the Easement Tract existing solely by virtue of an existing lease or other agreement should cease. In the event of such termination, Grantee shall immediately prepare and record a release of this instrument, and furnish a copy of same to Grantor.

This agreement embodies and includes the entire agreement between the two undersigned parties with respect to the subject matter herein and no reliance is placed upon previous writing, communications or implied representations, inducements or understandings of any kind whatsoever and they are excluded herefrom. This agreement may not be amended except by written instrument executed by both parties.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this ____ day of
____ A.D. 20__.

GRANTOR

OCCIDENTAL PERMIAN LTD.



By: David J. Woest
Attorney-in Fact

RL

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

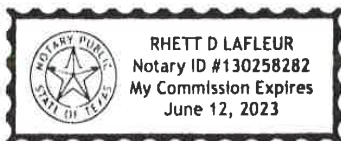
This instrument was acknowledged before me on the 29th day of July, 2020, by
David J. Woest, Attorney-in-Fact of OCCIDENTAL PERMIAN, LTD., a Texas limited partnership.

MY COMMISSION EXPIRES

6-12-2023



Notary Public, State of Texas



GRANTEE

CITY OF MIDLAND, TEXAS

By: Courtney Sharp

ATTEST:

Amy M. Turner, City Secretary

FIELD NOTES
FOR
A 22.21 ACRE EASEMENT
OUT OF
SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S,
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING a 22.21 acre tract out of Sections 9, 10, and 11, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, as conveyed to Occidental Permian L.P.D., recorded in Document No. 2010-17172, Official Public Records, Midland County, Texas, said 22.21 acre tract being more particularly described as follows:

Bearings and distances are grid, NAD 83 Texas Central Zone based on GPS observations

BEGINNING at (N= 10,721,307.29' and E= 1,736,532.25') a found 1/2 inch iron rod on the West line of said Section 9 for the southwest corner of this easement, same being the southwest corner of a 44.59 acre easement recorded in Document No. 2016-22809, Official Public Records, Midland County, Texas, where a found 1/2 inch iron rod at southwest corner of Section 9 bears 3,206.4' S 14°21'04" E.

THENCE North 14 degrees 21 minutes 11 seconds West a distance of 60.00 feet to a point, where a found 1/2 inch iron rod on the West line of said Section 9 for the northwest corner of a 44.59 acre easement recorded in Document No. 2016-22809, Official Public Records, Midland County, Texas bears 60.0' N 14°21'11" W;

THENCE North 75 degrees 52 minutes 06 seconds East a distance of 8,126.66 feet to a point;

THENCE with a curve turning to the left having a delta angle of 28 degrees 26 minutes 41 seconds, a radius of 997.61 feet, an arc length of 495.27 feet, and a chord bearing North 61 degrees 38 minutes 45 seconds East a distance of 490.20' to a point;

THENCE North 47 degrees 30 minutes 35 seconds East a distance of 100.61 feet to a point;

THENCE with a curve turning to the right having a delta angle of 27 degrees 35 minutes 43 seconds, a radius of 1,002.70 feet, an arc length of 482.93 feet, and a chord bearing North 61 degrees 18 minutes 27 seconds East a distance of 478.28' to a point;

THENCE North 75 degrees 09 minutes 06 seconds East a distance of 5,131.43 feet to a point;

THENCE with a curve turning to the right having a delta angle of 36 degrees 33 minutes 23 seconds, a radius of 1,000.29 feet, an arc length of 638.22 feet, and a chord bearing South 86 degrees 34 minutes 13 seconds East a distance of 627.44' to a point;

THENCE South 68 degrees 18 minutes 05 seconds East a distance of 673.66 feet to a point;

THENCE with a curve turning to the left having a delta angle of 08 degrees 09 minutes 50 seconds, a radius of 748.40 feet, an arc length of 106.63 feet, and a chord bearing South 72 degrees 20 minutes 45 seconds East a distance of 106.54' to a point;

THENCE North 89 degrees 12 minutes 03 seconds East a distance of 115.82 feet to a point;

THENCE North 75 degrees 40 minutes 31 seconds East at a distance of 252.35 feet to a point in the west right-of-way line of Business State Highway 349, where a found, bent 1/2 inch iron rod at the northeast corner of said 44.59 acre easement bears 20.13' N 14°30'15" W;

THENCE South 14 degrees 30 minutes 15 seconds East a distance of 60.00 feet to a point in the west right-of-way line of Business State Highway 349, where a found 1/2 inch iron rod with plastic cap marked "PLS 1974" at the southeast corner of said 44.59 acre easement bears 79.90' S 14°30'15" E;

THENCE South 75 degrees 40 minutes 31 seconds West a distance of 259.65 feet to a point;

THENCE South 89 degrees 12 minutes 03 seconds West a distance of 130.35 feet to a point on the south line of said 44.59 acre easement;

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the right having a delta angle of 08 degrees 42 minutes 36 seconds, a radius of 808.40 feet, an arc length of 122.89 feet, and a chord bearing North 72 degrees 37 minutes 08 seconds West a distance of 122.77' to a found 1/2 inch iron rod with plastic cap marked "PLS 1974" at the end of the curve;

THENCE North 68 degrees 18 minutes 05 seconds West, along the south line of said 44.59 acre easement, a distance of 673.63 feet to a point;

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the left having a delta angle of 36 degrees 32 minutes 15 seconds, a radius of 940.76 feet, an arc length of 599.92 feet, and a chord bearing North 86 degrees 34 minutes 13 seconds West a distance of 589.81' to a found 1/2 inch iron rod with plastic cap marked "PLS 1974";

THENCE South 75 degrees 09 minutes 06 seconds West, along the south line of said 44.59 acre easement, a distance of 5,131.38 to a found 1/2 inch iron rod with plastic cap marked "PLS 1974";

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the left having a delta angle of 27 degrees 41 minutes 18 seconds, a radius of 939.60 feet, an arc length of 454.06 feet, and a chord bearing South 61 degrees 18 minutes 27 seconds West a distance of 449.66' to a 1/2 inch iron rod;

THENCE South 47 degrees 30 minutes 35 seconds West, along the south line of said 44.59 acre easement, a distance of 100.57 feet to a found 1/2 inch iron rod with plastic cap marked "PLS 1974";

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the right having a delta angle of 28 degrees 16 minutes 29 seconds, a radius of 1,063.75 feet, an arc length of 524.95 feet, and a chord bearing South 61 degrees 38 minutes 50 seconds West a distance of 519.63' to a point;

THENCE South 75 degrees 52 minutes 06 seconds West, along the south line of said 44.59 acre easement, at 2,967.26 feet passing a found 1/2 inch iron rod with plastic cap marked "PLS 1974", at 3,127.13 feet passing a found 1/2 inch iron rod with plastic cap marked "PLS 1974", continuing for a total distance of 8,126.42 feet to the Point of Beginning containing an area of 22.21 acres. Surveyed on the ground April 10, 2019. See attached plat.

I, RILEY ELMER GRIFFITH, R.P.L.S. #5863 DO
HEREBY CERTIFY THAT THE PLAT HEREON
WAS PREPARED FROM AN ACTUAL SURVEY
MADE ON THE GROUND DURING THE MONTH

OF APRIL, 2019



RILEY ELMER GRIFFITH, R.P.L.S. #5863

DATE 08/14/2020

7 OF 7

08/14/2020



ENPROTEC/HIBBS & TODD, INC.

ENVIRONMENTAL AND CIVIL ENGINEERING
407 Cedar Street
325-999-6500

Atlanta, Texas 77001
PE Firm Registration No. 1181
PC Firm Registration No. 50323
RPLS Firm Registration No. 1901932

18-7227

PACKET
17.524
September 22, 2020



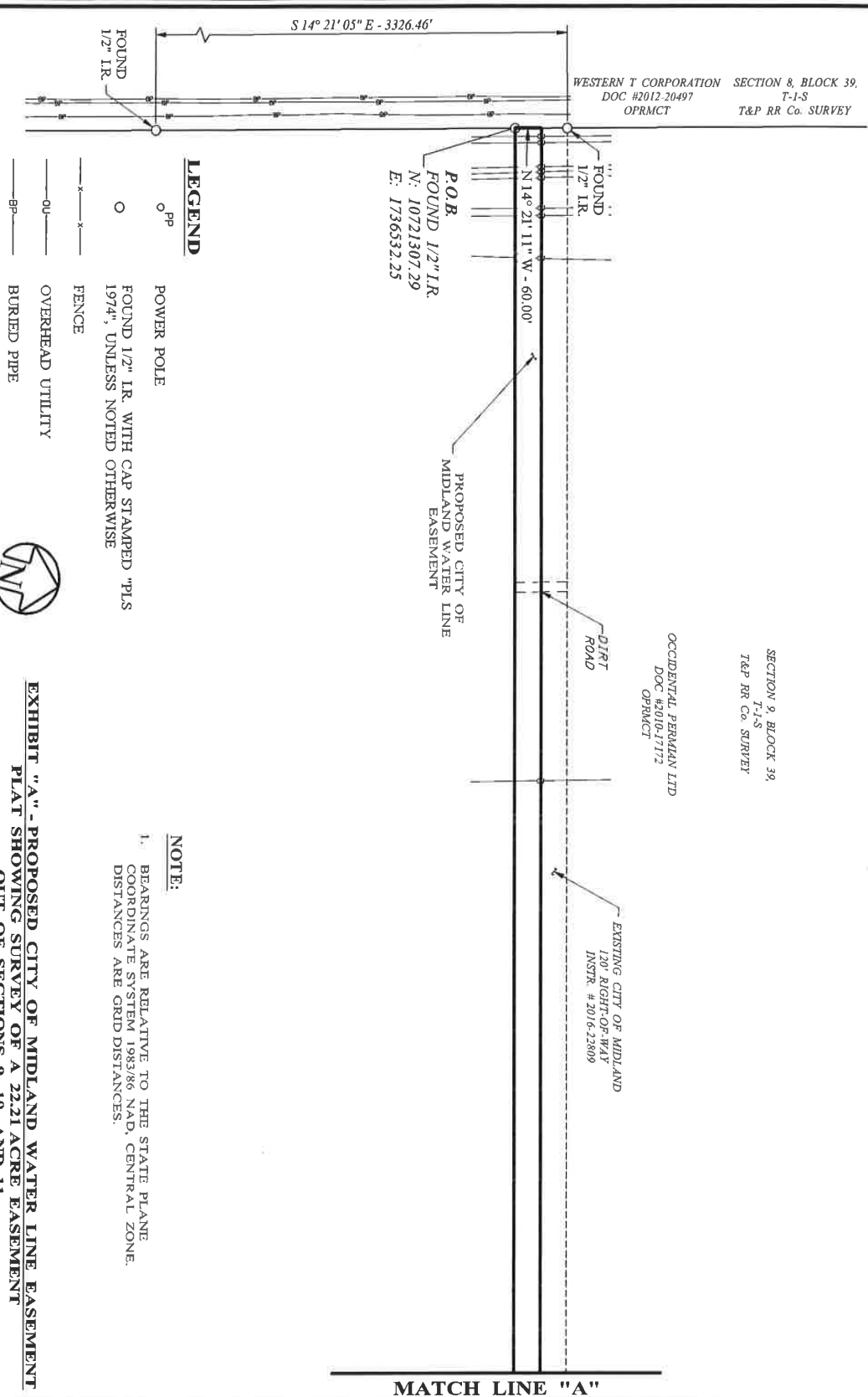
ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
225-968-5000
P.O. Box 10000
Dallas, Texas 75210

18-7227
SCALE IN FEET
100 0 300

1 OF 7
08/14/2020

**EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS**

NOTE:
1. BEARINGS ARE RELATIVE TO THE STATE PLANE
COORDINATE SYSTEM 1983/86 NAD, CENTRAL ZONE.
DISTANCES ARE GRID DISTANCES.



WESTERN T CORPORATION SECTION 8, BLOCK 39,
DOC #2012-20497 T-1-S
OPRMCT T&P RR Co. SURVEY

SECTION 9, BLOCK 39,
T-1-S
T&P RR Co. SURVEY
OCCIDENTAL PERMIAN LTD
DOC #2010-17172
OPRMCT

EXISTING CITY OF MIDLAND
120' RIGHT-OF-WAY
INSTR. #2016-23809

P.O.B.
FOUND 1/2" I.R.
N: 10721307.29
E: 1736532.25

PROPOSED CITY OF
MIDLAND WATER LINE
EASEMENT

MATCH LINE "A"



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
302-408-5500
P.O. Box 1151
Rt. 1, Farmington, NM 87401
Rt. 1, Farmington, NM 87401

18-7227

SCALE IN FEET

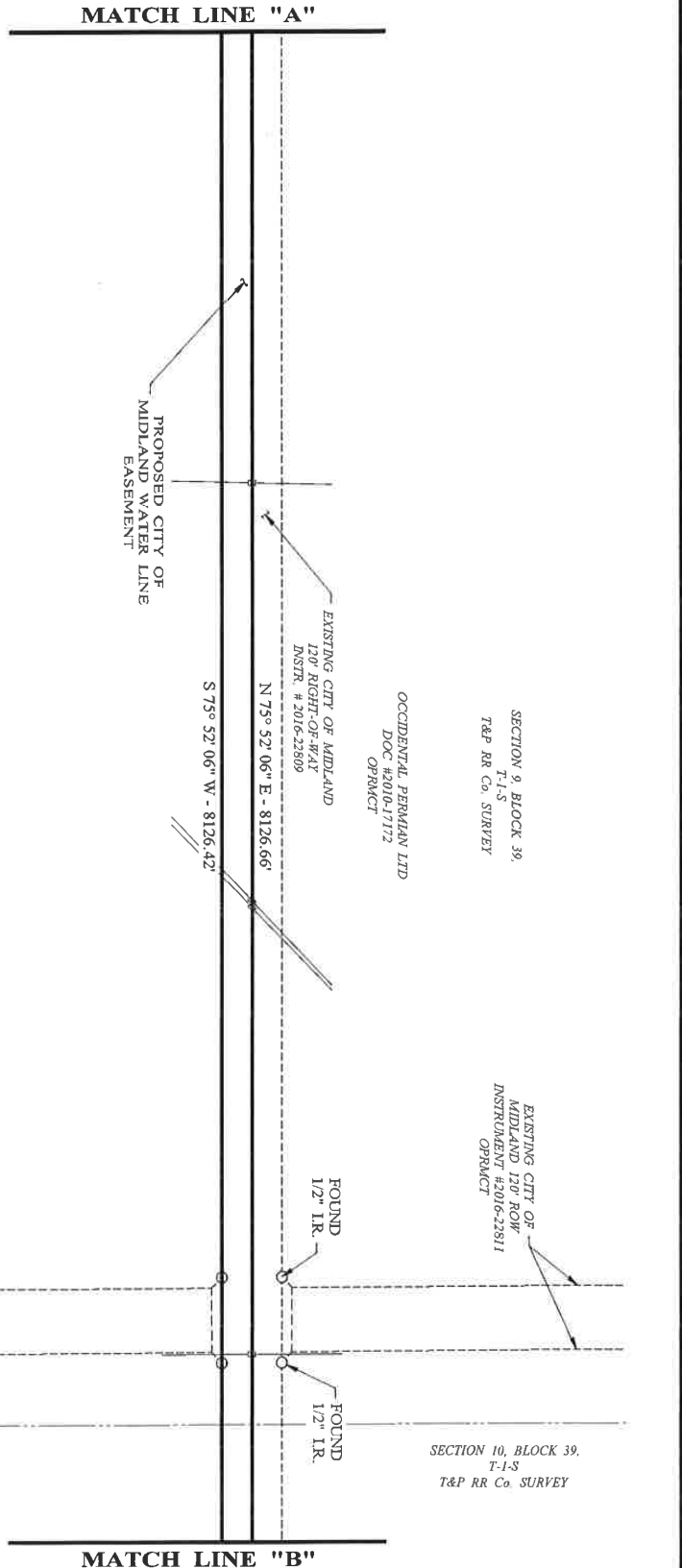


EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T&P RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

2 OF 7
08/14/2020

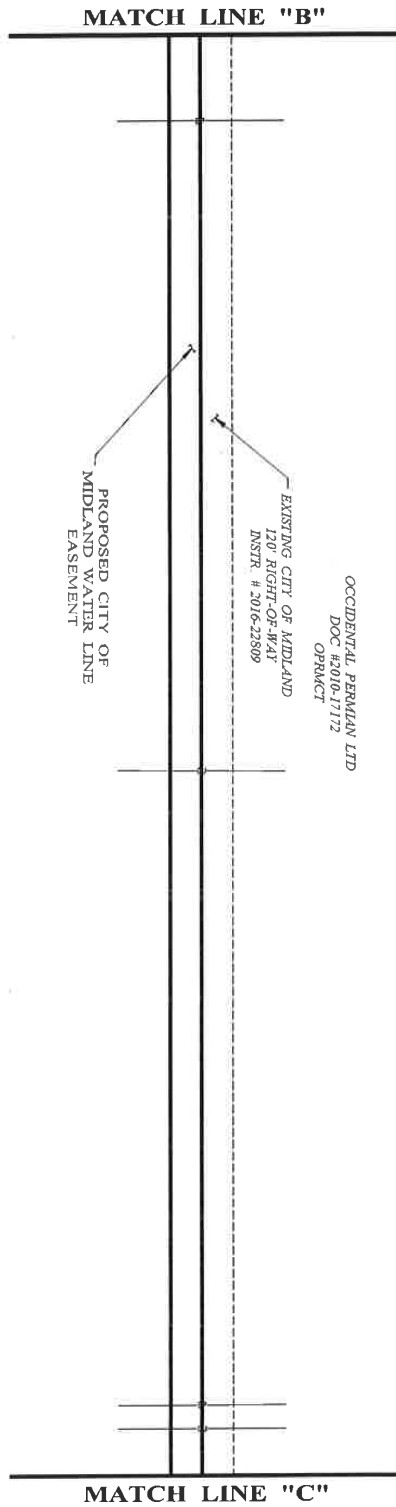
LEGEND

- PP POWER POLE
- FOUND 1/2" I.R. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- X — FENCE
- OU — OVERHEAD UTILITY
- BP — BURIED PIPE



SECTION 10, BLOCK 39,
T-1-S
T&P RR Co. SURVEY

OCCIDENTAL PERMIAN LTD
DOC #2010-17172
OPRAKT



LEGEND

- PP POWER POLE
- O FOUND 1/2" IR. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- X—X—X FENCE
- OU OVERHEAD UTILITY
- BP BURIED PIPE



EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

18-7227

SCALE IN FEET



3 OF 7
08/14/2020



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 O'Connell Street
Austin, Texas 78701
PE Firm Registration No. 50103
PES from registration No. 501903



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
18-7227

PE from Registration No. 00100
T&P RR Co. Survey
18-7227

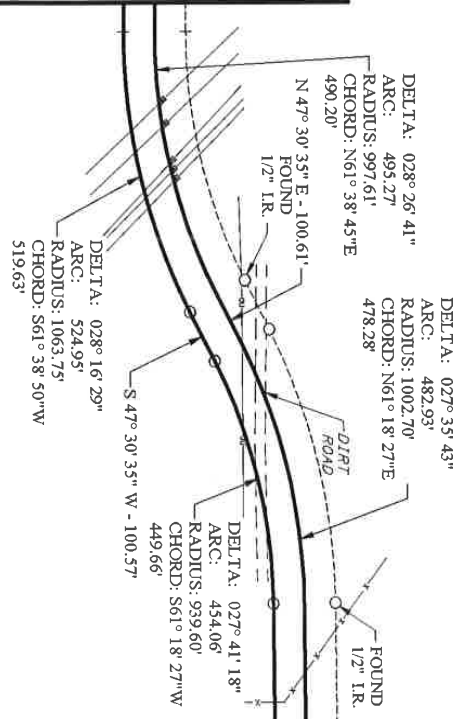
18-7227

SCALE IN FEET



EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T&P RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

MATCH LINE "C"



LEGEND

- PP POWER POLE
- FOUND 1/2" LR. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- x — x — FENCE
- OU — OVERHEAD UTILITY
- BP — BURIED PIPE

MATCH LINE "D"

SECTION 10, BLOCK 39,
T-1-S
T&P RR Co. SURVEY

OCCIDENTAL PERMAN LTD
DOC #2010-17172
OPRMCT

EXISTING CITY OF MIDLAND
120' RIGHT-OF-WAY
INSTR. # 2016-22809

SECTION 11, BLOCK 39,
T-1-S
T&P RR Co. SURVEY

SECTION 11, BLOCK 39,
T-1-S
T&P RR CO. SURVEY

OCCIDENTAL PERMAN LTD
DOC #2016-17172
OPINION

EXISTING CITY OF MIDLAND
120 RIGHT-OF-WAY
INSTR. # 2016-22809

PROPOSED CITY OF
MIDLAND WATER LINE
EASEMENT

MATCH LINE "D"

MATCH LINE "E"

N 75° 09' 06" E - 5131.43'

S 75° 09' 06" W - 5131.38'

LEGEND

- PP POWER POLE
- O FOUND 1/2" I.R. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- X—X— FENCE
- OU— OVERHEAD UTILITY
- BP— BURIED PIPE



100 0 300

SCALE IN FEET

**EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS**



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
2025-08-08
2025-08-08
2025-08-08

18-7227

5 OF 7
08/14/2020

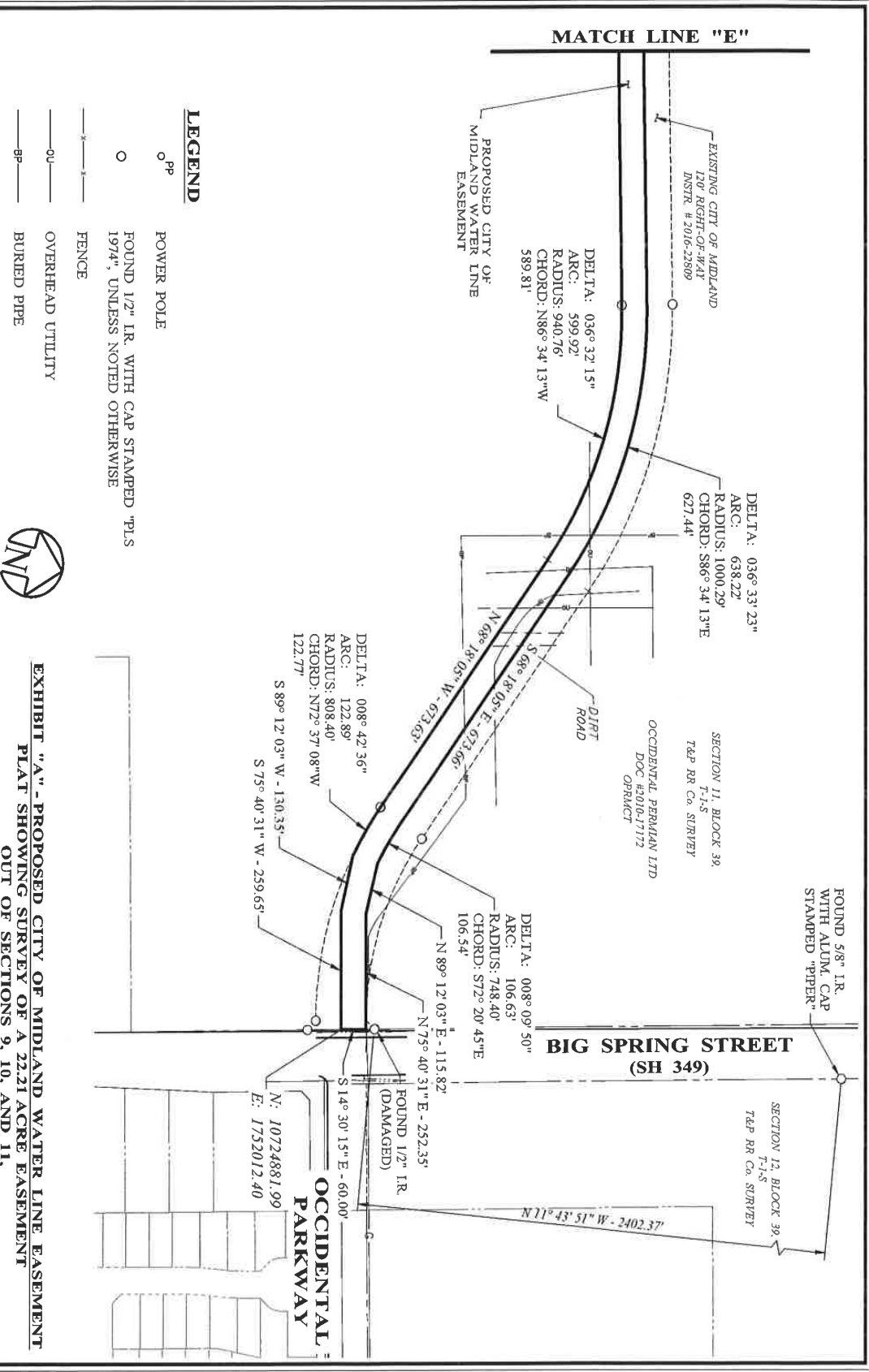


ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
3425 Oldham Street
P.O. Box 180000
Dallas, Texas 75218
REG. FIRM No. 50100
REG. PROFESSIONAL ENGINEER No. 1751
REG. PROFESSIONAL SURVEYOR No. 18110

18-7227

SCALE IN FEET
100 0 300

6 OF 7
08/14/2020



**EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS**



Occidental Permian Ltd.

5 Greenway Plaza, Suite 110, Houston, TX 77046
Phone: 713.215.7000

Rhett D. LaFleur, CPL, Surface Land Manager
Office: 713.366.5316
E-mail: Rhett_LaFleur@oxy.com

July 29, 2020

Via FedEx

John Simmons
Right-of-Way Manager
City of Midland
300 N. Loraine
Midland, TX 79701

RE: **Public Utility Easement
South Curtis Ranch
Martin and Midland Counties, TX**

Dear John:

Please find enclosed two (2) executed and notarized originals of a Public Utility Easement by and between Occidental Permian, Ltd. as Grantor and the City of Midland, Texas as Grantee covering lands owned by Oxy in Martin and Midland Counties, Texas as described in the instruments.

Please return one (1) fully executed original of the easement and payment in the amount of \$500,000.00 to my attention at the address below and once the easement is recorded in the records of the appropriate counties, please provide a scanned copy of the document with recording information to me at the email address herein.

If you have any questions or concerns, please contact me at (713) 366-5316 or via email at Rhett_LaFleur@oxy.com. I may also be contacted in writing, to my attention, at OXY, 5 Greenway Plaza, Suite 110, Houston, Texas 77046.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rhett LaFleur", is written over a faint, larger blue signature.

Rhett D. LaFleur, CPL
Surface Land Manager
Occidental Permian Ltd.

Enclosures

PACKET
17.531
September 22, 2020

**YOU ARE NOT AUTHORIZED TO FILE THIS OPINION OF RECORD
INDEPENDENTLY OR AS AN ATTACHMENT TO ANY DOCUMENT**

OPINION

DOWN THROUGH: November 8, 2019

DATE: November 25, 2019

EXACT LEGAL DESCRIPTION

A 44.59 acre easement located in Sections 9, 10, and 11, Block 39, T-1-S, T&P RR Co Survey, Midland County, Texas, and being more fully described in **Exhibit "A"**, which is attached hereto and included herein for all purposes.

My examination is based upon:

1. Plant Records of WEST TEXAS ABSTRACT & TITLE CO., INC.
2. PREVIOUS FILES: GF-
3. OTHER: Current run sheet.

I find record, fee simple title to be vested in: OCCIDENTIAL PERMIAN, LTD.

EXCEPTIONS

1. All visible and apparent easements and all underground easements, the existence of which may arise by unrecorded grant or by use.
2. Rights of parties in possession.
3. Rights of parties in possession under any unrecorded, written or oral lease agreements by and between the present owner and/or their predecessors in title as lessor and unknown persons as lessees covering any or the herein described property.
4. Any and all unrecorded leaseholds, rights of vendors and holders of security interests on personal property installed upon the property by tenants, and rights of tenants to remove trade fixtures at the expiration or the term of leases.
5. Visible and apparent easements.
6. Portion of the property that may lie within any roadway.
7. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey or the land.
8. Affidavit executed by City of Midland to Billy Dickie dated March 31, 2010 and recorded April 16, 2010 in Document Number 2010-7070, Official Records of Midland County, Texas.
9. Restrictive Covenants in Deed executed by Scharbauer Minerals to South Curtis Ranch, LP dated May 4, 2010 and recorded May 5, 2010 in Document Number 2010-8402, Official Records of Midland County, Texas.
10. Right of Way executed by Occidental Permian LTD to Enterprise Crude Pipeline LLC dated September 21, 2011 and recorded October 13, 2011 in Document Number 2011-20677, Official Records of Midland County, Texas.
11. Right of Way executed by Occidental Permian LTD to Blue Stem Energy Assets LLC dated December 1, 2011 and recorded January 19, 2012 in Document Number 2012-1041, Official Records of Midland County, Texas.
12. Agreement executed by Occidental Permian LTD to WTG Gas Processing LP dated June 8, 2012 and recorded August 14, 2012 in Document Number 2012-17418, Official Records of Midland County, Texas.
13. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Centurion Pipeline GP INC and Centurion Pipeline LP dated August 14, 2012 and recorded August 30, 2012 in Document Number 2012-18883, Official Records of Midland County, Texas.
14. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Centurion Pipeline GP INC and Centurion Pipeline LP dated August 24, 2011 and recorded October 17, 2012 in Document Number 2012-22679, Official Records of Midland County, Texas.
15. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Lone Star NGL Asset GP LLC and Lone Star NGL Pipeline LP dated December 6, 2012 and

PACKET

17.532

September 22, 2020

recorded January 10, 2013 in Document Number 2013-878, Official Records of Midland County, Texas.

16. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Coronado Midstream LLC dated February 24, 2014 and recorded March 21, 2014 in Document Number 2014-6253, Official Records of Midland County, Texas.
17. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Coronado Midstream LLC dated January 15, 2015 and recorded February 6, 2015 in Document Number 2015-2822, Official Records of Midland County, Texas.
18. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Rangeland Rio Pipeline LLC dated October 23, 2014 and recorded March 12, 2015 in Document Number 2015-5494, Official Records of Midland County, Texas.
19. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Diamondback E&P LLC dated June 1, 2016 and recorded June 24, 2016 in Document Number 2016-17455, Official Records of Midland County, Texas.
20. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to City of Midland Texas dated July 12, 2016 and recorded August 12, 2016 in Document Number 2016-22809, Official Records of Midland County, Texas.
21. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to City of Midland Texas dated July 12, 2016 and recorded August 12, 2016 in Document Number 2016-22811, Official Records of Midland County, Texas.
22. Right of Way executed by Oncor Electric Delivery Company LLC and RSP Permian LLC dated October 25, 2016 and recorded November 8, 2016 in Document Number 2016-31590, Official Records of Midland County, Texas.
23. Right of Way executed by Occidental Permian LTD to Enlink Energy GP LLC and Enlink North Texas Gathering LP dated January 1, 2017 and recorded June 14, 2017 in Document Number 2017-17684, Official Records of Midland County, Texas.
24. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Enlink Energy GP LLC and Enlink North Texas Gathering LP dated July 23, 2019 and recorded August 7, 2019 in Document Number 2019-24148, Official Records of Midland County, Texas.
25. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Parsley Energy LP and Parsley GP LLC dated July 29, 2019 and recorded August 20, 2019 in Document Number 2019-25499, Official Records of Midland County, Texas.
26. Donation Deed from Clarence Scharbauer Jr. to State of Texas recorded December 11, 2007 and recorded on Volume 2969, Page 295, Deed Records of Midland County, Texas.
27. Restrictive Covenants in Warranty Deed executed by South Curtis Ranch to Occidental Permian LTD, dated and recorded August 31, 2010 in Document No. 2010-17172, Official Records of Midland County, Texas.
28. Right of Way executed by Occidental Permian LTD to Lone Star NGL Pipeline LP dated June 4, 2012 and recorded June 15, 2012 in Document Number 2012-12571, Official Records of Midland County, Texas.
29. Right of Way executed by Occidental Permian LTD to Lone Star NGL Pipeline LP dated June 4, 2012 and recorded June 15, 2012 in Document Number 2012-12570, Official Records of Midland County, Texas.
30. Right of Way executed by Occidental Permian LTD to Lone Star NGL Pipeline LP dated June 4, 2012 and recorded June 15, 2012 in Document Number 2012-12572, Official Records of Midland County, Texas.
31. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Reliance Gathering LLC dated March 1, 2017 and recorded September 1, 2017 in Document Number 2017-26014, Official Records of Midland County, Texas.
32. Memorandum from Oxy USA Inc, High Sky Partners LLC, Occidental Permian LTD, Oxy Midstream Strategic Development LLC, Atty in Fact to Coronado Midstream LLC and Midmar Gas LLC dated August 1, 2017 and recorded October 19, 2018 in Document Number 2018-30559, Official Records of Midland County, Texas.
33. Deed executed by Diamondback E&P LLC, Diamondback O&G LLC, Cumberland & Western Resources LLC, Sushir LTD, Occidental Permian LTD, City of Midland, P Bar Parks Bell Ranch LLC, Fasken Land and Minerals LTD, Autry C. Stephens, and Western T Corporation to Rattler Midstream LLC dated November 29, 2018 and recorded November 30, 2018 in Document Number 2018-34998, Official Records of Midland County, Texas.
34. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Nustar Permian Transportation and Storage LLC dated July 9, 2019 and recorded August 20, 2019 in Document Number 2019-25518, Official Records of Midland County, Texas.
35. Memorandum of Lease executed by Oxy USA Inc to Sharyland Distribution and Transmission Services LLC dated September 12, 2014 and recorded November 10, 2014 in Document Number 2014-26498, Official Records of Midland County, Texas.

36. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Sunoco Logistics Partners Operations GP LLC and Sunoco Pipeline LP dated September 25, 2015 and recorded October 8, 2015 in Document Number 2015-26027, Official Records of Midland County, Texas.
37. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Sunoco Logistics Partners Operations GP LLC and Sunoco Pipeline LP dated March 9, 2016 and recorded March 29, 2016 in Document Number 2016-8409, Official Records of Midland County, Texas.
38. Right of Way executed by Ceniza Air LLC to Sharyland Utilities LP dated August 2, 2016 and recorded August 15, 2015 in Document Number 2016-22886, Official Records of Midland County, Texas.
39. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Oncor Electric Delivery Company LLC dated July 5, 2016 and recorded August 15, 2016 in Document Number 2016-22893, Official Records of Midland County, Texas.
40. Right of Way executed by Occidental Permian LTD to Enlink North Texas Gathering LP, dated September 9, 2016 and recorded September 28, 2016 in Document Number 2016-27690, Official Records of Midland County, Texas.
41. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to RSP Permian LCC dated December 21, 2016 and recorded February 13, 2017 in Document Number 2017-4463, Official Records of Midland County, Texas.
42. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Navitas Midstream Midland Basin LLC dated May 1, 2017 and recorded July 21, 2017 in Document Number 2017-21619, Official Records of Midland County, Texas.
43. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to City of Midland and Courtney Sharp dated July 31, 2017 and recorded October 6, 2017 in Document Number 2017-29514, Official Records of Midland County, Texas.
44. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to West Texas LPG Pipeline Limited Partnership and Oneok Permian NGL Operating Company LLC dated March 1, 2018 and recorded April 18, 2018 in Document Number 2018-10970, Official Records of Midland County, Texas.
45. Right of Way executed by Occidental Permian LTD and Occidental Permian Manager LLC to Nustar Permian Transportation and Storage LLC dated May 30, 2018 and recorded July 26, 2018 in Document Number 2018-21475, Official Records of Midland County, Texas.
46. Correction Deed executed by Scharbauer Minerals LP to South Curtis Ranch LP dated August 30, 2010 and recorded August 31, 2010 in Document Number 2010-17171, Official Records of Midland County, Texas.

REQUIREMENTS

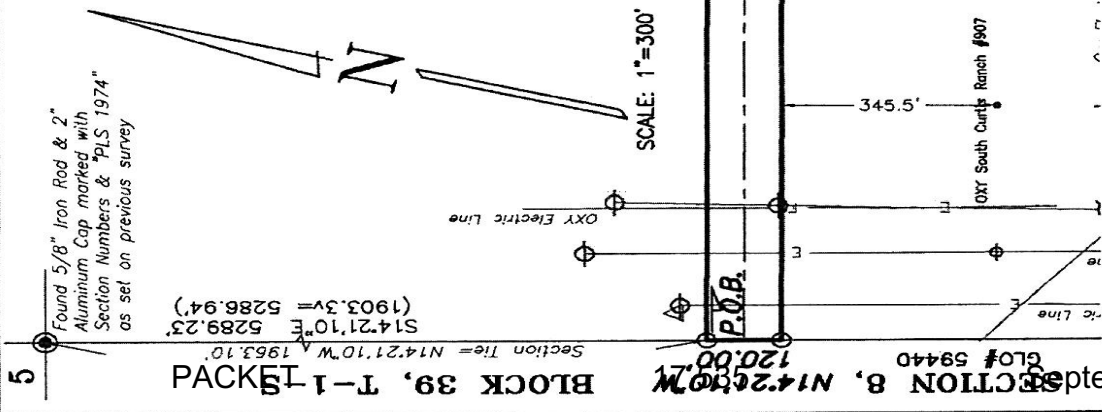
FOR INFORMATION PURPOSES ONLY: Our Office has performed a twenty-four (24) month deed search on the subject property and finds the following conveyance of record: (1) Warranty Deed executed by South Curtis Ranch, LP to Occidental Permian LTD, dated and recorded August 31, 2010 in Document No. 2010-17172, Official Records of Midland County, Texas; (2) Easement from Occidental Permian Ltd. recorded under Instrument Numbers 2016-22809, 2016-22811 and 2017-29514, Official Records of Midland County, Texas.

COMMENTS

1. **This opinion does not cover title to or effect of any oil, gas and/or minerals exploration or development, in, on and under the property herein described.**
- 2.



J. Brian Martin,
Examining Attorney



SECTION 9,
BLOCK 39, T-1-S
GLO# S-20114

44.59 ACRES
PROPOSED OCCIDENTAL PARKWAY

N75°52'01"E 4999.06'
S75°52'01"W 4999.20'

O = Set 1/2" Iron Rod with Plastic Cap marked "PLS 1974"

EXHIBIT "A" - PROPOSED OCCIDENTAL PARKWAY

PLAT SHOWING SURVEY OF A 44.59 ACRE EASEMENT
LOCATED IN SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

SECTION 8, N14°21'10"W 120.00'
BLOCK 39, T-1-S
PACKET 1
September 22, 2020

PACKET

1 OF 6

September 22, 2020

SECTION 9,
BLOCK 39, T-1-S
GLO# S-20114

SECTION 10,
BLOCK 39, T-1-S
GLO# 74569

○ = Set 1/2" Iron Rod with
Plastic Cap marked "PLS 1974"
○ = Position of 3/4" Iron Pipe by
R.E. Estes Ptd. SWc 10

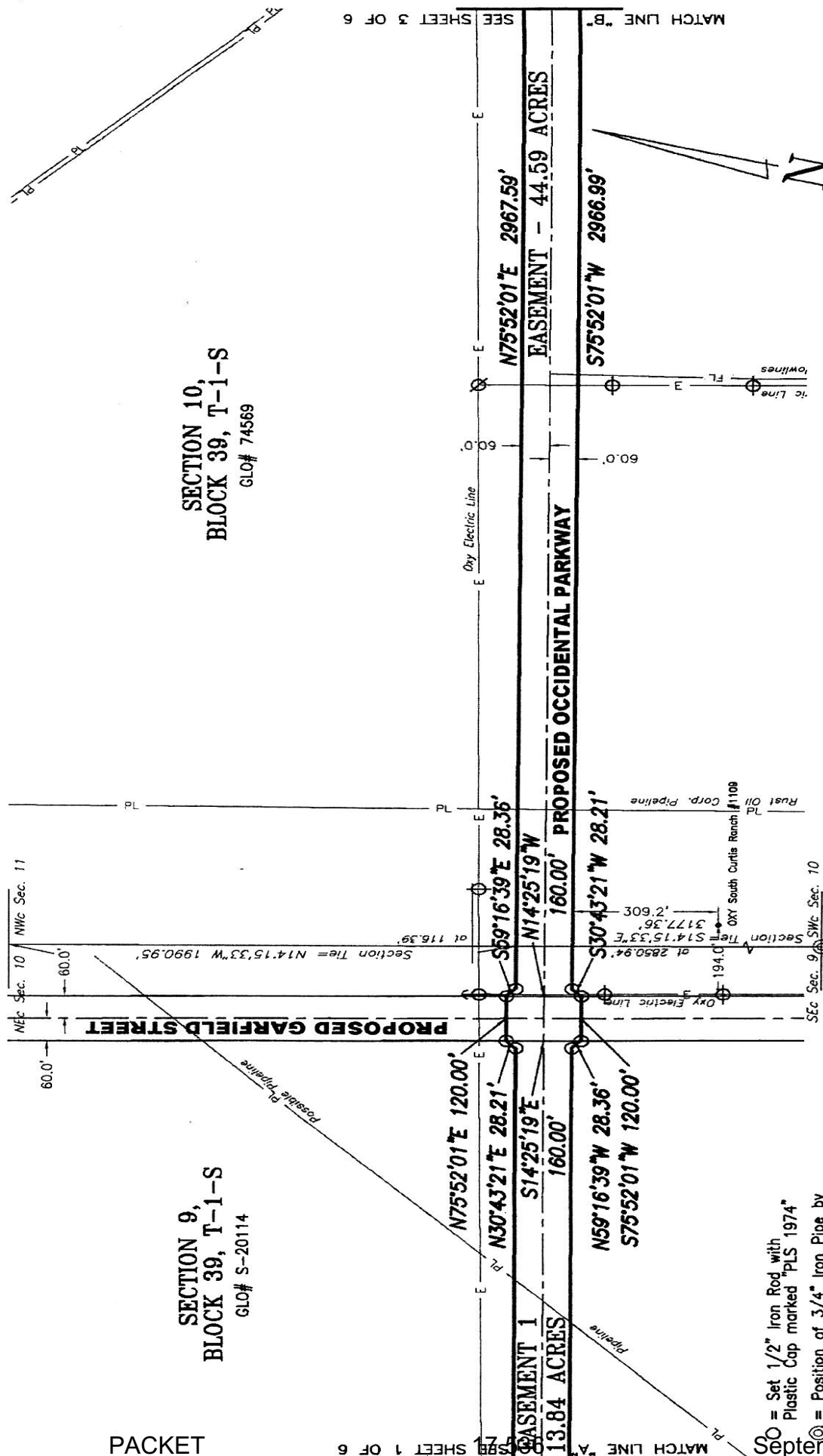


EXHIBIT "A"-PROPOSED OCCIDENTAL PARKWAY

PLAT SHOWING SURVEY OF A 44.59 ACRE EASEMENT
LOCATED IN SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

SCALE: 1"=300'

September 22, 2020



PLAT SHOWING SURVEY OF A 44.59 ACRE EASEMENT
LOCATED IN SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

PIPER SURVEYING P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810; FIRM NO. 10155200

SHEET 4 OF 6

STATIONING FILE: F36-VA11000503C.UMQ; UTA FILE: VAL_KUMUS03C.UTA; STATION BY: VENE M. KOURKUZET; SCORE: 1 = 30V, VOTE: 3/1/2010; REVISOR: 9/1/10 BY GMR

22809

BEGINNING at (N= 10,721,423.43' and E= 1,736,502.76') a 1/2" iron rod with plastic cap marked "PLS 1974" set on the West line of of said Section 9 at the Northwest corner of this easement, from whence a 5/8" iron rod & 2" aluminum cap marked with section numbers and "PLS 1974" previously set at the Northwest corner of said Section 9 bears N14°21'10"W, a distance of 1963.10 feet;

THENCE N30°43'21"E, a distance of 28.21 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an exterior corner of this easement;

THENCE N75°52'01"E, a distance of 120.00 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an exterior corner of this easement;

THENCE S59°16'39"E, a distance of 28.36 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an interior corner of this easement;

THENCE N75°52'01"E. at 116.39 feet pass the common corner of said Sections 9 and 10 continuing for a total distance of 2967.59 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at a point of curvature of this easement:

THENCE around a curve to the left in a Northeasterly direction with a radius of 940.00 feet, a delta angle of 28°23'30", an arc length of 465.80 feet and a chord distance of 461.05 feet which bears N61°40'16"E to a 1/2" iron rod with plastic cap marked "PLS 1974" set point of tangency of this easement;

THENCE N47°28'31"E, a distance of 100.43 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at point of curvature of this easement;

THENCE around a curve to the right in a Northeasterly direction with a radius of 1060.00 feet, a delta angle of 27°40'33", an arc length of 512.02 feet and a chord distance of 507.05 feet which bears N61°18'47"E to a 1/2" iron rod with plastic cap marked "PLS 1974" set point of tangency of this easement:

THENCE N75°09'03"E, at 1479.14 feet pass the common corner of said Sections 10 and 11 continuing for a total distance of 5131.47 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at a point of curvature of this easement;

THENCE around a curve to the right in a Southeasterly direction with a radius of 1060.00 feet, a delta angle of 36°32'59", an arc length of 676.19 feet and a chord distance of 664.78 feet which bears S86°34'27"E to a 1/2" iron rod with plastic cap marked "PLS 1974" set point of tangency of this easement;

THENCE S68°17'57"E, a distance of 673.81 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at point of curvature of this easement;

THENCE around a curve to the left in a Southeasterly direction with a radius of 690.00 feet, a delta angle of 35°32'08", an arc length of 427.95 feet and a chord distance of 421.12 feet which bears S86°04'01"E to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an interior corner of this easement:

THENCE N30°24'36"E, a distance of 28.16 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the Northeast corner of this easement, from whence the Northeast corner of said Section 11 bears N13°27'00"W, a distance of 2399.60 feet and N76°29'31"E, a distance of 47.37 feet;

THENCE S14°35'13"E with the West right-of-way line of Business State Highway 349, a distance of 160.00 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at the Southeast corner of this easement;

THENCE N59°28'08"W, a distance of 28.34 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an interior corner of this easement;

THENCE around a curve to the right in a Northwesterly direction with a radius of 810.00 feet, a delta angle of 35°38'26", an arc length of 503.85 feet and a chord distance of 495.77 feet which bears N86°07'10"W to a 1/2" iron rod with plastic cap marked "PLS 1974" set a point of tangency of this easement:

THENCE N68°17'57"W, a distance of 673.81 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at point of curvature of this easement;

CONTINUED ON SHEET 6 OF 6

ROWING FILE: F36-0A1K00AS0X.UWQ; GRO FILE: A1-KUMUSOOC.LRO; GROWN BY: VENE M. RODRIGUEZ; SCALE: 1 = JUV.; DATE: 3/17/2010; REVISED: 4/1/10 by GMR

22809

THENCE around a curve to the left in a Northwesterly direction with a radius of 940.00 feet, a delta angle of 36°32'59", an arc length of 599.64 feet and a chord distance of 589.52 feet which bears N86°34'27"W to a 1/2" iron rod with plastic cap marked "PLS 1974" set at a point of tangency of this easement;

THENCE around a curve to the left in a Southwesterly direction with a radius of 940.00 feet, a delta angle of 27°40'33", an arc length of 454.05 feet and a chord distance of 449.65 feet which bears S61°18'47"W to a 1/2" iron rod with plastic cap marked "PLS 1974" set a point of tangency of this easement;

THENCE around a curve to the right in a Southwesterly direction with a radius of 1060.00 feet, a delta angle of 28°23'30", an arc length of 525.26 feet and a chord distance of 519.90 feet which bears S61°40'16"W to a 1/2" iron rod with plastic cap marked "PLS 1974" set at a point of tangency of this easement;

THENCE S30°43'21"W, a distance of 28.21 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an exterior corner of this easement;

THENCE N59°16'39"W, a distance of 28.36 feet to a 1/2" iron rod with plastic cap marked "PLS 1974" set at an interior corner of this easement;

THENCE N14°21'10"W with the West line of said Section 9, a distance of 120.00 feet to the PLACE OF BEGINNING.

Bearings are relative to the State Plane Coordinate System 1983/86 NAD, Central Zone. Distances are Grid Distances.


J. Stan Piper
Registered Professional Land Surveyor

STATE OF TEXAS
REGISTERED
★
J. STAN PIPER
1974
PROFESSIONAL
LAND SURVEYOR

Firm No. **155200T** **PIPER SURVEYING** P.O. BOX 60432; MIDLAND, TEXAS 79711; 432.550.7810
September 22, 2020 **SHEET 6 OF 6**

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF
A 22.21-ACRE UTILITY EASEMENT OUT OF
SECTIONS 9, 10 AND 11, BLOCK 39, T-1-S, T&P RR CO.
SURVEY, MARTIN AND MIDLAND COUNTIES, TEXAS,
AT A COST NOT TO EXCEED \$500,000.00; AND
ORDERING RECORDATION BY THE CITY
SECRETARY**

WHEREAS, the City Council finds it to be in the public interest to authorize the acceptance of a 22.21-acre easement out of Sections 9, 10 and 11, Block 39, T-1-S, T&P RR Co. Survey, Martin and Midland Counties, Texas, at a cost not to exceed \$500,000.00, for the use and benefit of the public for utility purposes (the "Easement"), a copy of the instrument granting to the City said Easement being attached hereto as Exhibit "1" and incorporated herein for all legal purposes; and

WHEREAS, the City Council finds the price proposed for said utility easement to be fair and reasonable;

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

SECTION ONE. That the Easement is hereby accepted.

SECTION TWO. That the City Secretary is hereby authorized and directed to file the instrument granting to the City said Easement in the Deed Records of Midland County, Texas.

SECTION THREE. That upon receipt of proper invoice or statement approved by the City Manager, the City Comptroller is hereby authorized and directed to pay for said utility easement out of funds available in the Capital Project for the Northeast Water System Improvements in Fund 179.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Courtney Sharp, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Carl Craig, Utilities Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

C:\Users\kbailey\Desktop\Occidental Permian - Utility Easement.wpd

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.

PUBLIC UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THAT **Occidental Permian LTD.** ("Grantor"), a Texas limited partnership, whose mailing address is 5 Greenway Plaza, Suite 110, Houston, Texas 77046, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT AND CONVEY, without warranties or covenants of title, express or implied, to the **CITY OF MIDLAND, TEXAS** ("Grantee"), a home-rule municipal corporation, whose address is 300 North Loraine, Midland, Texas 79701, an easement and right-of-way to construct, install, operate, use, maintain, repair, modify and replace public utilities, including a water line or a sewer line or both a water line and a sewer line, and any necessary appurtenant facilities (collectively, the "Utilities"), in, on, upon, over, under, across, along and through the following described property owned by Grantor:

A 22.21-acre tract of land located in Sections 9, 10 and 11, Block 39, T-1-S, T&P RR CO. Survey, Martin and Midland Counties, Texas, being more fully described in the attached **Exhibit A**, which is attached hereto and incorporated herein for all purposes (the "Easement Tract").

Grantee and its employees, contractors, agents, successors, and assigns, shall have the free and uninterrupted right of passage in, on, upon, over, under, across, along and through the Easement Tract described herein for the purpose of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, operating, maintaining, accessing, inspecting, repairing, and removing said public utilities and appurtenant facilities, together with the right of ingress, egress and regress for such purposes in, on, upon, over, under, across, along and through the Easement Tract. This Easement shall operate in conjunction with that certain easement made effective between Grantor and Grantee on July 12, 2016, being Instrument Number 2016-22809 in the Records of Midland County, Texas.

Grantee retains unto itself, its successors, assigns, lessees, agents, and licenses, the right to use and enjoy all of the Easement Tract; however, Grantor shall not exercise such use and enjoyment in a manner that will unreasonably interfere with the rights granted herein. Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that no building of any kind will be placed on the Easement Tract.

Grantee agrees to comply with all laws, rules and regulation (including those related to the environment) applicable to the rights granted herein.

THIS GRANT IS MADE WITHOUT WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED, provided that this grant is made expressly subject to and subordinate to all previously recorded leases, instruments and encumbrances, and the existing rights of persons in possession.

TO THE EXTENT PERMITTED BY LAW, GRANTEE HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD GRANTOR, ITS AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, FEES, COSTS OR EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF DISPUTE RESOLUTION) OF ANY KIND OR NATURE ARISING OUT OF OR RELATED TO (i) GRANTEE'S USE OF THE EASEMENT TRACT (INCLUDING THE CONSTRUCTION, MAINTENANCE, OPERATION, AND REPAIR OF THE UTILITIES) OR CONSTRUCTION OF THE UTILITIES WITHIN OR UNDER THE EASEMENT TRACT; AND/OR (ii) THE PERFORMANCE OF OR FAILURE TO PERFORM ANY DUTY, RESPONSIBILITY OR OBLIGATION OF THE GRANTEE WITH RESPECT TO THE EASEMENT. GRANTEE DOES HEREBY AGREE THAT THE DUTIES AND OBLIGATIONS IN THIS PARAGRAPH SHALL BE BINDING ON ITS SUCCESSORS AND ASSIGNS.

This instrument does not constitute a conveyance of any part of the Easement Tract nor of the mineral rights therein and thereunder, nor of any surface rights other than the Easement Area herein specifically described to the extent necessary to accomplish the purpose herein expressed, and any and all other rights, the exercise of which will not unduly interfere with the rights herein granted, are hereby reserved to Grantor.

Any assignment by Grantee of any of the rights granted by this instrument, in whole or in part, without first obtaining written consent of Grantor, shall be void unless expressly ratified in writing by Grantor, and the granting of any such consent by Grantor shall not have the effect of waiving this limitation as to any future, further or additional assignments.

TO HAVE AND TO HOLD the right to use the Easement Tract as herein provided unto Grantee, its successors and assigns, until such time as the Utilities are constructed or installed and then for so long thereafter as they are maintained on the Easement Tract, subject however, to automatic termination, extinguishment and reversion if (1) Grantee, its successors or assigns, fails to commence construction of the Utilities within ten (10) years from the Effective Date or fails to complete the construction of the Utilities within twenty four (24) months from the date of commencement of the construction, or (2) after completion or construction of the Utilities, the Utilities cease to be used for the purpose herein expressed for twenty four (24) consecutive months, or (3) Grantor's rights in and to the Easement Tract existing solely by virtue of an existing lease or other agreement should cease. In the event of such termination, Grantee shall immediately prepare and record a release of this instrument, and furnish a copy of same to Grantor.

This agreement embodies and includes the entire agreement between the two undersigned parties with respect to the subject matter herein and no reliance is placed upon previous writing, communications or implied representations, inducements or understandings of any kind whatsoever and they are excluded herefrom. This agreement may not be amended except by written instrument executed by both parties.

The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this ____ day of
____ A.D. 20__.

GRANTOR

OCCIDENTAL PERMIAN LTD.



By: David J. Woest
Attorney-in Fact

RL

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This instrument was acknowledged before me on the 29th day of July, 2020, by
David J. Woest, Attorney-in-Fact of OCCIDENTAL PERMIAN, LTD., a Texas limited partnership.

MY COMMISSION EXPIRES

6-12-2023



Notary Public, State of Texas



GRANTEE

CITY OF MIDLAND, TEXAS

By: Courtney Sharp

ATTEST:

Amy M. Turner, City Secretary

FIELD NOTES
FOR
A 22.21 ACRE EASEMENT
OUT OF
SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S,
T. & P. RR. CO. SURVEY
MIDLAND COUNTY, TEXAS

BEING a 22.21 acre tract out of Sections 9, 10, and 11, Block 39, T-1-S, T&P RR Co. Survey, Midland County, Texas, as conveyed to Occidental Permian L.T.D., recorded in Document No. 2010-17172, Official Public Records, Midland County, Texas, said 22.21 acre tract being more particularly described as follows:

Bearings and distances are grid, NAD 83 Texas Central Zone based on GPS observations

BEGINNING at (N= 10,721,307.29' and E= 1,736,532.25') a found 1/2 inch iron rod on the West line of said Section 9 for the southwest corner of this easement, same being the southwest corner of a 44.59 acre easement recorded in Document No. 2016-22809, Official Public Records, Midland County, Texas, where a found 1/2 inch iron rod at southwest corner of Section 9 bears 3,206.4' S 14°21'04"E.

THENCE North 14 degrees 21 minutes 11 seconds West a distance of 60.00 feet to a point, where a found 1/2 inch iron rod on the West line of said Section 9 for the northwest corner of a 44.59 acre easement recorded in Document No. 2016-22809, Official Public Records, Midland County, Texas bears 60.0' N 14°21'11" W;

THENCE North 75 degrees 52 minutes 06 seconds East a distance of 8,126.66 feet to a point;

THENCE with a curve turning to the left having a delta angle of 28 degrees 26 minutes 41 seconds, a radius of 997.61 feet, an arc length of 495.27 feet, and a chord bearing North 61 degrees 38 minutes 45 seconds East a distance of 490.20' to a point;

THENCE North 47 degrees 30 minutes 35 seconds East a distance of 100.61 feet to a point;

THENCE with a curve turning to the right having a delta angle of 27 degrees 35 minutes 43 seconds, a radius of 1,002.70 feet, an arc length of 482.93 feet, and a chord bearing North 61 degrees 18 minutes 27 seconds East a distance of 478.28' to a point;

THENCE North 75 degrees 09 minutes 06 seconds East a distance of 5,131.43 feet to a point;

THENCE with a curve turning to the right having a delta angle of 36 degrees 33 minutes 23 seconds, a radius of 1,000.29 feet, an arc length of 638.22 feet, and a chord bearing South 86 degrees 34 minutes 13 seconds East a distance of 627.44' to a point;

THENCE South 68 degrees 18 minutes 05 seconds East a distance of 673.66 feet to a point;

THENCE with a curve turning to the left having a delta angle of 08 degrees 09 minutes 50 seconds, a radius of 748.40 feet, an arc length of 106.63 feet, and a chord bearing South 72 degrees 20 minutes 45 seconds East a distance of 106.54' to a point;

THENCE North 89 degrees 12 minutes 03 seconds East a distance of 115.82 feet to a point;

THENCE North 75 degrees 40 minutes 31 seconds East at a distance of 252.35 feet to a point in the west right-of-way line of Business State Highway 349, where a found, bent 1/2 inch iron rod at the northeast corner of said 44.59 acre easement bears 20.13' N 14°30'15" W;

THENCE South 14 degrees 30 minutes 15 seconds East a distance of 60.00 feet to a point in the west right-of-way line of Business State Highway 349, where a found 1/2 inch iron rod with plastic cap marked "PLS 1974" at the southeast corner of said 44.59 acre easement bears 79.90' S 14°30'15" E;

THENCE South 75 degrees 40 minutes 31 seconds West a distance of 259.65 feet to a point;

THENCE South 89 degrees 12 minutes 03 seconds West a distance of 130.35 feet to a point on the south line of said 44.59 acre easement;

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the right having a delta angle of 08 degrees 42 minutes 36 seconds, a radius of 808.40 feet, an arc length of 122.89 feet, and a chord bearing North 72 degrees 37 minutes 08 seconds West a distance of 122.77' to a found 1/2 inch iron rod with plastic cap marked "PLS 1974" at the end of the curve;

THENCE North 68 degrees 18 minutes 05 seconds West, along the south line of said 44.59 acre easement, a distance of 673.63 feet to a point;

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the left having a delta angle of 36 degrees 32 minutes 15 seconds, a radius of 940.76 feet, an arc length of 599.92 feet, and a chord bearing North 86 degrees 34 minutes 13 seconds West a distance of 589.81' to a found 1/2 inch iron rod with plastic cap marked "PLS 1974";

THENCE South 75 degrees 09 minutes 06 seconds West, along the south line of said 44.59 acre easement, a distance of 5,131.38 to a found 1/2 inch iron rod with plastic cap marked "PLS 1974";

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the left having a delta angle of 27 degrees 41 minutes 18 seconds, a radius of 939.60 feet, an arc length of 454.06 feet, and a chord bearing South 61 degrees 18 minutes 27 seconds West a distance of 449.66' to a 1/2 inch iron rod;

THENCE South 47 degrees 30 minutes 35 seconds West, along the south line of said 44.59 acre easement, a distance of 100.57 feet to a found 1/2 inch iron rod with plastic cap marked "PLS 1974";

THENCE, along the south line of said 44.59 acre easement, with a curve turning to the right having a delta angle of 28 degrees 16 minutes 29 seconds, a radius of 1,063.75 feet, an arc length of 524.95 feet, and a chord bearing South 61 degrees 38 minutes 50 seconds West a distance of 519.63' to a point;

THENCE South 75 degrees 52 minutes 06 seconds West, along the south line of said 44.59 acre easement, at 2,967.26 feet passing a found 1/2 inch iron rod with plastic cap marked "PLS 1974", at 3,127.13 feet passing a found 1/2 inch iron rod with plastic cap marked "PLS 1974", continuing for a total distance of 8,126.42 feet to the Point of Beginning containing an area of 22.21 acres. Surveyed on the ground April 10, 2019. See attached plat.

I, RILEY ELMER GRIFFITH, R.P.L.S. #5863 DO
HEREBY CERTIFY THAT THE PLAT HEREON
WAS PREPARED FROM AN ACTUAL SURVEY
MADE ON THE GROUND DURING THE MONTH

OF APRIL, 2019



RILEY ELMER GRIFFITH, R.P.L.S. #5863



DATE 08/14/2020

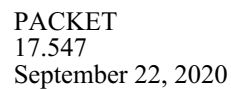
7 OF 7
08/14/2020

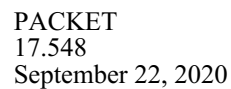


ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
326-998-5560
Addicks, Texas 75001
PE Firm Registration No. 11381
P.E. Firm Registration No. 58053
R.P.L.S. Firm Registration No. 19011900

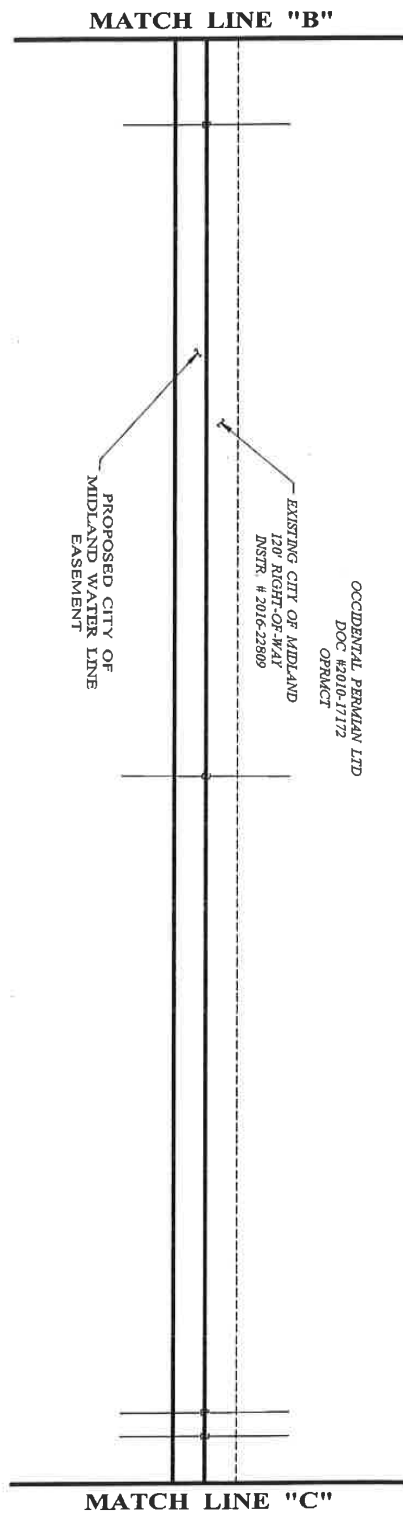
18-7227

PACKET
17.546
September 22, 2020





SECTION 10, BLOCK 39,
T-1-S
T&P RR Co. SURVEY



LEGEND

POWER POLE O^{PP}

FOUND 1/2" I.R. WITH CAP STAMPED "PLS
1974", UNLESS NOTED OTHERWISE

—x—x—
FENCE

OVERHEAD UTILITY

BP
BURIED PIPE



EXHIBIT "A"-PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 2.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS



ENPROTEC/HIBBS & Todd, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
402 Cedar Street
325-508-5500
Address: Tulsa 79001
PC Firm Registration No. 1151
FE Firm Registration No. 00702

Abilene, Texas 79601
PE Firm Registration No. 11513
PC Firm Registration No. 50703
APLS Firm Registration Nos. 100115023

18-7227

SCALE IN FEET

3 OF 7
08/14/2020



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
202 Cedar Street
25248-2000
P.O. Box 1000
Midland, Texas 79701
P.E. Registration No. 44170
P.E. Registration No. 10017900

18-7227

SCALE IN FEET

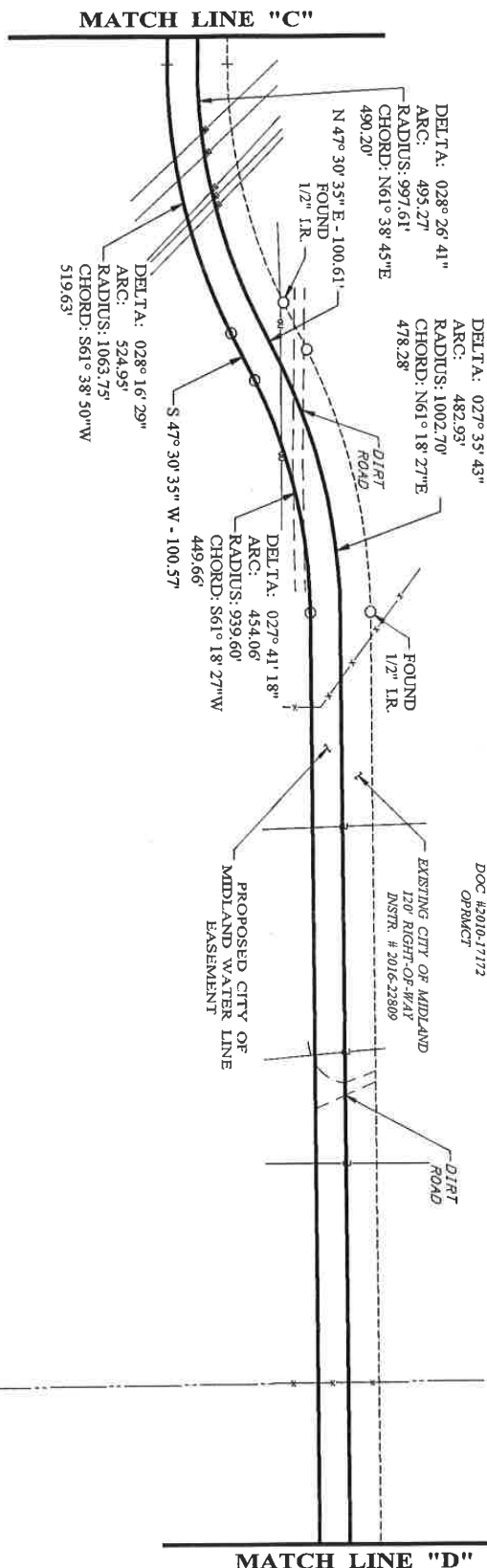


**EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS**

4 OF 7
08/14/2020

LEGEND

- PP POWER POLE
- FOUND 1/2" I.R. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- x— FENCE
- OU— OVERHEAD UTILITY
- BP— BURIED PIPE



OCCIDENTAL PERMIAN LTD
DOC #2010-17172
OPRMCT

SECTION 10, BLOCK 39,
T-1-S
T&P RR Co. SURVEY

SECTION 11, BLOCK 39,
T-1-S
T&P RR Co. SURVEY

SECTION 11, BLOCK 39,
T-1-S
T&P RR Co. SURVEY

OCCIDENTAL PERMIAN LTD
DOC #2010-17112
OPRACCT

EXISTING CITY OF MIDLAND
120' RIGHT-OF-WAY
INSTR. # 2016-22809

PROPOSED CITY OF
MIDLAND WATER LINE
EASEMENT

MATCH LINE "D"

MATCH LINE "E"

N 75° 09' 06" E - 5131.43'
S 75° 09' 06" W - 5131.38'

LEGEND

- PP POWER POLE
- FOUND 1/2" I.R. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- x—x— FENCE
- ou— OVERHEAD UTILITY
- BP— BURIED PIPE



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING

2020-08-06
18-7227
P.L.S. Firm Registration No. 10017860

18-7227

SCALE IN FEET

100 0 300

EXHIBIT "A" - PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T.&P. RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

5 OF 7
08/14/2020



ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
202 Cedar Street
P.O. Box 1000
Dallas, Texas 75201
214-727-7227
Firm Registration No. 10017800

REG. FIRM REGISTRATION NO. 10017800

18-7227

SCALE IN FEET

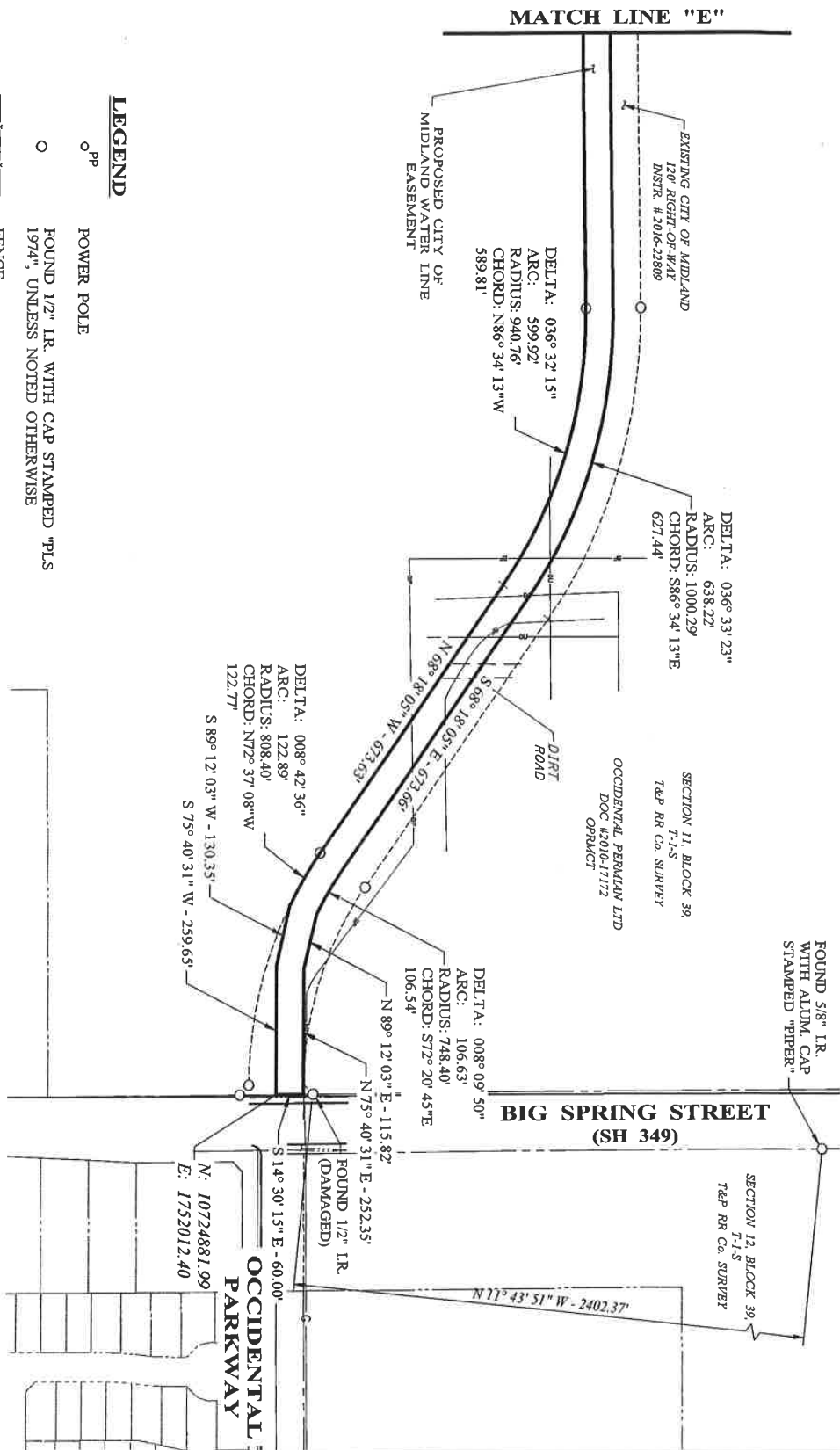


EXHIBIT "A"-PROPOSED CITY OF MIDLAND WATER LINE EASEMENT
PLAT SHOWING SURVEY OF A 22.21 ACRE EASEMENT
OUT OF SECTIONS 9, 10, AND 11,
BLOCK 39, T-1-S, T-8-P, RR. CO. SURVEY,
MIDLAND COUNTY, TEXAS

6 OF 7
08/14/2020

LEGEND

- PP POWER POLE
- FOUND 1/2" I.R. WITH CAP STAMPED "PLS 1974", UNLESS NOTED OTHERWISE
- x—x— FENCE
- OU— OVERHEAD UTILITY
- BP— BURIED PIPE





DATE: September 17, 2020

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney

SUBJECT: Resolution of the City Council of the City of Midland, Texas, in Support of Mayor Patrick Payton's Comments regarding Midland Opening for Business.

Mr. Scott Dufford, Council Member District 1, requested that this item be placed on your agenda for consideration.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MIDLAND, TEXAS, IN SUPPORT OF MAYOR
PATRICK PAYTON'S COMMENTS REGARDING
MIDLAND OPENING FOR BUSINESS**

WHEREAS, Mayor Patrick Payton has stated that Midland is opening for business because even in the midst of this unprecedented threat to public health, the residents of Midland know best how to care for themselves and one another in the true spirit of free market practices and a free people; and

WHEREAS, the City Council welcomes, appreciates, and respects the contributions of businesses in Midland as well as the employees of those businesses; and

WHEREAS, the City Council recognizes that businesses positively contribute to the economic, cultural, and social fabric of Midland; and

WHEREAS, the City Council believes that businesses are socially responsible and are capable and willing to maintain effective health protocols to ensure that Midland continues to be successful during this public health threat; and

WHEREAS, the City Council finds it to be in the public interest to support Mayor Patrick Payton's comments regarding Midland opening for business;

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

THAT the City Council of the City of Midland, Texas, hereby supports Mayor Patrick Payton's comments regarding Midland, Texas, opening for business.

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., 2020, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 19
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Elizabeth Shaughnessy, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF TIN TRAIL, APPROXIMATELY 130 FEET EAST OF NORTH FAIRGROUNDS 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, Betenbough Homes, LLC is requesting approval of a zone change to allow for the development of smaller, more affordable homes.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The properties to the north, east, and south are zoned SF-3 Single Family Dwelling District,

and the location of residential homes and vacant land. The properties to the west are zoned AE, Agricultural Estate District, and the location of vacant land.

Analysis:

The applicant, Betenbough Homes, LLC is requesting approval of a zone change for the development of smaller, more affordable homes. This proposed subdivision will have a total of eighty (80) residential lots and one (1) common area, which will be a drainage easement. The current zoning of this property is SF-3, Single-Family Dwelling District, which requires a minimum lot area of 5,500 square feet. With this zone change, the developer will be able to plat thirty-four (34) lots with a width of 45 feet ranging in areas of 5,001 to 5,175 square feet. Additionally, the common area/drainage easement lot will have an area of 4,600 square feet.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

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.

Fire: (Approved)

No objections.

Building: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

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.

No objection to zone change.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, Principle 8, "Land use policies and regulations should create and support balanced neighborhoods." (Tall City Tomorrow, Page 59) This request will aid in promoting balanced neighborhoods offering a variety of housing options.

The Planning and Zoning Commission recommended approval of this request with a 4 to 2 vote at the August 17, 2020 meeting. The City Council approved this request with a 4 to 3 vote at the September 8, 2020 meeting.

Staff recommends approval of the zone change from a SF-3, Single-Family Dwelling District and to PD, Planned Development District for a Housing Development, subject to conditions A through D.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District, except as stated below.

B. That this property shall significantly conform to the site plan, attached hereto and incorporated herein as Exhibit B.

C. That the minimum lot width shall be 45 feet.

D. That the minimum lot area shall be 5,001 square feet.

Letters of Objection:

As of September 2, 2020, staff has not received any letters of objection.

Attachments:

Application
Maps
Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 15.70-ACRE TRACT OF LAND OUT OF SECTION 7, BLOCK 38, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-3, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF TIN TRAIL, APPROXIMATELY 130 FEET EAST OF NORTH FAIRGROUNDS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 15.70-acre tract of land out of Section 7, Block 38, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”), to PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from SF-3, Single-Family Dwelling District to PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

SF-3, Single-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit “B”.
- B. That the minimum lot width shall be 45 feet.
- C. That the minimum lot area shall be 5,001 square feet.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LONE STAR TRAILS II, SECTION 7 BEING A 15.70 ACRE TRACT OF LAND IN SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS

Legal Description for Lone Star Trails II, Section 7.

Being a 15.70 Acre Tract of Land out of a 354.08 Acre Tract recorded in Document No. 2017-3824, Official Public Records, located in Section 7, Block 38, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N61074585.15, E1757893.35) a 2" iron rod set in the south right of way line of Tin Trail for the northeast corner of this tract, whence a 2" iron rod found at the southwest corner of add Section 7 bears South 02°29'45" East, a distance of 1088.57 feet;

Thence with the south right of way line of add Tin Trail the following five (5) courses and distances:
1. With a curve to the left, having a radius length of 360.00 feet, an arc length of 110.71 feet, a delta angle of 17°31'14", and a chord length of 116.27 feet bearing North 55°30'47" East to a 1/2" iron rod set for a point of tangency in the north line of this tract;
2. North 79°00'32" East, a distance of 33.20 feet to a 2" iron rod set for a point of deflection in the north line of this tract;
3. North 38°11'12" East, a distance of 63.55 feet to a 2" iron rod set for a point of deflection in the north line of this tract;
4. North 18°30'20" West, a distance of 24.80 feet to a 2" iron rod set for a point of deflection in the north line of this tract;
5. North 32°30'22" East, a distance of 245.01 feet to a 2" iron rod set for the northeast corner of this tract;

Thence South 62°54'13" East, a distance of 765.39 feet to a 2" iron rod set for a point of non tangent curvature in the east line of this tract;

Thence with a curve to the left, having a radius length of 245.00 feet, an arc length of 102.71 feet, a delta angle of 02°40'14", and a chord length of 101.96 feet bearing North 57°20'01" East to a 2" iron rod set at the northeast end of Yucca Lane for a point of deflection in the east line of this tract;

Thence South 62°56'40" East with the end of add Yucca Lane, a distance of 62.05 feet to a 2" iron rod set for a point of deflection in the east line of this tract;

Thence with a curve to the right, having a radius length of 305.00 feet, an arc length of 97.32 feet, a delta angle of 18°16'58", and a chord length of 96.91 feet bearing South 51°25'50" West to a 2" iron rod set for a point of deflection in the east line of this tract;

Thence South 62°54'13" East, a distance of 269.84 feet to a 2" iron rod set for a point of deflection in the east line of this tract;

Thence with a curve to the left, having a radius length of 245.00 feet, an arc length of 24.25 feet, a delta angle of 02°40'14", and a chord length of 24.24 feet bearing North 33°20'27" East to a 2" iron rod set for a point of tangency in the east line of this tract;

Thence North 32°30'22" East, a distance of 65.68 feet to a 2" iron rod set at the northwest end of Pioneer Road for a point of deflection in the east line of this tract;

Thence South 62°56'40" East with the end of add Pioneer Road, a distance of 60.02 feet to a 2" iron rod set for a point of deflection in the east line of this tract;

Thence South 32°30'22" West, a distance of 67.20 feet to a 2" iron rod set for a point of curvature in the east line of this tract;

Thence with a curve to the right, having a radius length of 305.00 feet, an arc length of 22.74 feet, a delta angle of 02°16'51", and a chord length of 22.74 feet bearing South 32°28'31" West to a 2" iron rod set for a point of deflection in the east line of this tract;

Thence South 62°54'13" East, a distance of 279.73 feet to a 2" iron rod set in the north line of 60 Foot Pipeline Easement recorded in Document No. 2011-4478, Official Public Records, for the southeast corner of this tract;

Thence South 76°04'30" West with the north line of add 60 Foot Pipeline Easement, a distance of 1185.77 feet to a 2" iron rod set for the southwest corner of this tract;

Thence through add Section 7 the following five (5) courses and distances:

1. North 14°22'22" West, a distance of 582.12 feet to a 2" iron rod set for a point of deflection in the west line of this tract;
2. South 82°34'19" West, a distance of 73.57 feet to a 2" iron rod set for a point of deflection in the west line of this tract;
3. North 78°31'14" West, a distance of 66.27 feet to a 2" iron rod set for a point of deflection in the west line of this tract;
4. North 67°06'04" West, a distance of 69.16 feet to a 2" iron rod set for a point of deflection in the west line of this tract;
5. North 02°18'01" West, a distance of 58.46 feet to the Point of Beginning.

Containing 15.70 surface acres of land.

OWNERS' CERTIFICATE:
THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, I, _____, Agent of Belenbough Homes Inc., as the recorded owner of a 15.70 Acre Tract of Land, out of a 354.08 Acre Tract of Land, as recorded in Instrument No. 2017-3824, Official Public Records, Midland County, Texas, located in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, Midland County, Texas, and do hereby dedicate to the public use for the streets, alleys, and easements shown herein;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, I, _____, Agent of Belenbough Homes Inc., do hereby adopt this plat designating the herein above described property as "LONE STAR TRAILS II, SECTION 7" on addition to the City of Midland, Midland County, Texas, and do hereby dedicate to the public use for the streets, alleys, and easements shown herein.

WITNESS our hands at Midland, Texas, this _____ day of _____, 2020.

By: _____
Agent of Belenbough Homes Inc.

ACKNOWLEDGMENT
THE STATE OF TEXAS
COUNTY OF MIDLAND

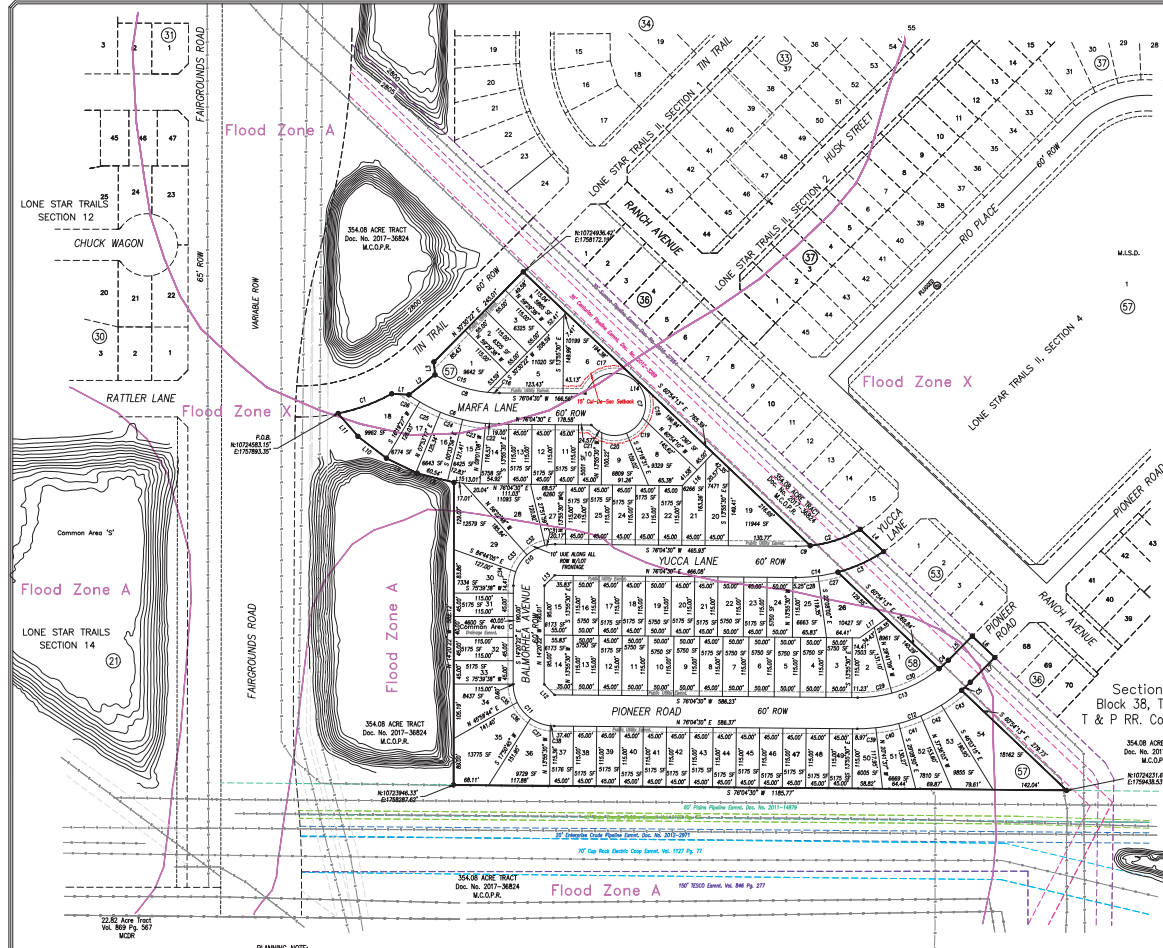
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, Agent of Belenbough Homes Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the name was the act as owner, and that he executed the same as the act for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET
DATE _____ PAGE _____

FINAL PLAT
LONE STAR TRAILS II, SECTION 7



PLANNING NOTE:
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 increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases.

FLOOD NOTE:
Special Flood Hazard Areas are graphically scaled from FEMA Map No. 48320C0100F, dated September 16, 2005, prepared for Midland County, Texas are shown herein.

OWNER:
BELENBOUGH HOMES INC.
6305 82ND STREET
LUBBOCK, TEXAS 79424
806-797-6494

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____ PRINT NAME: ANOS ENERGY
SIGNED: _____ PRINT NAME: ONCOR ELECTRIC DELIVERY
SIGNED: _____ PRINT NAME: AT&T TEXAS
SIGNED: _____ PRINT NAME: SUDENLINK COMMUNICATIONS
SIGNED: _____ PRINT NAME: GRADE COMMUNICATIONS

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "LONE STAR TRAILS II, SECTION 7" was approved by proper action of the City Planning and Zoning Commission of the City of Midland, on this _____ day of _____, 2020.

SIGNED: _____
Chairman
SIGNED: _____
Secretary



Scale: 1" = 100'

LEGEND:
● 2" iron rod
○ 1/2" iron rod
----- 100' Easement

Professional Land Surveyors & Mapping
Aaron Burrell Land Surveyors, LLC
403 W. Wall St., Suite 204
Midland, Texas 79701
432-848-4433
aaronburrell.com

22 July 2020

DATE

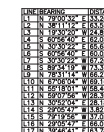


AARON SCOTT BURRELL, TX RPLS 5689

EXHIBIT "A"

PACKET
19.9
September 22, 2020

**LONE STAR TRAILS II, SECTION 7
BEING A 15.70 ACRE TRACT OF LAND IN
SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS**



SITE PLAN
LONE STAR TRAILS II, SECTION 7

LEGEND

- $Fd \frac{1}{2}^{\circ}$ Iron
- $Set \frac{1}{2}^{\circ}$ Iron

22 July 2020

LOT COUNT

Residential: 80 lots
Common Area/Drainage: 1 lot

EXHIBIT "B"

PACKET
19.10
September 22, 2020

LONE STAR TRAILS II, SECTION 7 **BEING A 15.70 ACRE TRACT OF LAND IN** **SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY,** **CITY AND COUNTY OF MIDLAND, TEXAS**

Legal Description for Lone Star Trails II, Section 7.

Being a 15.70 Acre Tract of Land out of a 354.08 Acre Tract recorded in Document No. 2017-38824, Official Public Records, located in Section 7, Block 38, T-1-S, T&P RR Co Survey, City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N10724583.15, E1757893.35) a 1/2" iron rod set in the south right of way line of Tin Trail for the northwest corner of this tract, whence a 1/2" iron rod found at the southwest corner of said Section 7 bears South 02°20'49" East, a distance of 1086.37 feet;

- Thence with the south right of way line of said Tin Trail the following five (5) courses and distances:
1. With a curve to the left, having a radius length of 362.00 feet, an arc length of 110.71 feet, a delta angle of 17°37'11", and a chord length of 110.27 feet bearing North 53°30'47" East to a 1/2" iron rod set for a point of tangency in the north line of this tract;
 2. North 79°00'22" East, a distance of 33.20 feet to a 1/2" iron rod set for a point of deflection in the north line of this tract;
 3. North 38°11'12" East, a distance of 63.55 feet to a 1/2" iron rod set for a point of deflection in the north line of this tract;
 4. North 19°30'20" West, a distance of 24.89 feet to a 1/2" iron rod set for a point of deflection in the north line of this tract;
 5. North 30°30'22" East, a distance of 245.01 feet to a 1/2" iron rod set for the northeast corner of this tract;

Thence South 60°54'13" East, a distance of 765.39 feet to a 1/2" iron rod set for a point of non tangent curvature in the east line of this tract;

Thence with a curve to the left, having a radius length of 245.00 feet, an arc length of 102.71 feet, a delta angle of 24°01'14", and a chord length of 101.96 feet bearing North 57°35'01" East to a 1/2" iron rod set at the northwest end of Yucca Lane for a point of deflection in the east line of this tract;

Thence South 60°56'40" East with the end of said Yucca Lane, a distance of 62.05 feet to a 1/2" iron rod set for a point of deflection in the east line of this tract;

Thence with a curve to the right, having a radius length of 305.00 feet, an arc length of 97.32 feet, a delta angle of 18°16'58", and a chord length of 96.91 feet bearing South 51°23'55" West to a 1/2" iron rod set for a point of deflection in the east line of this tract;

Thence South 60°54'13" East, a distance of 269.84 feet to a 1/2" iron rod set for a point of deflection in the east line of this tract;

Thence with a curve to the left, having a radius length of 245.00 feet, an arc length of 24.25 feet, a delta angle of 05°40'14", and a chord length of 24.24 feet bearing North 33°20'27" East to a 1/2" iron rod set for a point of tangency in the east line of this tract;

Thence North 30°30'22" East, a distance of 65.68 feet to a 1/2" iron rod set at the northwest end of Pioneer Road for a point of deflection in the east line of this tract;

Thence South 60°56'40" East with the end of said Pioneer Road, a distance of 60.02 feet to a 1/2" iron rod set for a point of deflection in the east line of this tract;

Thence South 30°30'22" West, a distance of 67.20 feet to a 1/2" iron rod set for a point of curvature in the east line of this tract;

Thence with a curve to the right, having a radius length of 305.00 feet, an arc length of 22.74 feet, a delta angle of 04°16'21", and a chord length of 22.74 feet bearing South 32°38'31" West to a 1/2" iron rod set for a point of deflection in the east line of this tract;

Thence South 60°54'13" East, a distance of 279.73 feet to a 1/2" iron rod set in the north line of 60 Foot Pipeline Easement recorded in Document No. 2011-14879, Official Public Records, for the southeast corner of this tract;

Thence South 78°04'30" West with the north line of said 60 Foot Pipeline Easement, a distance of 1185.77 feet to a 1/2" iron rod set for the southwest corner of this tract;

Thence through said Section 7 the following five (5) courses and distances:

1. North 14°20'22" West, a distance of 582.12 feet to a 1/2" iron rod set for a point of deflection in the west line of this tract;
2. South 89°34'19" West, a distance of 73.37 feet to a 1/2" iron rod set for a point of deflection in the west line of this tract;
3. North 78°31'14" West, a distance of 66.27 feet to a 1/2" iron rod set for a point of deflection in the west line of this tract;
4. North 67°06'04" West, a distance of 69.16 feet to a 1/2" iron rod set for a point of deflection in the west line of this tract;
5. North 55°18'01" West, a distance of 58.46 feet to the Point of Beginning.

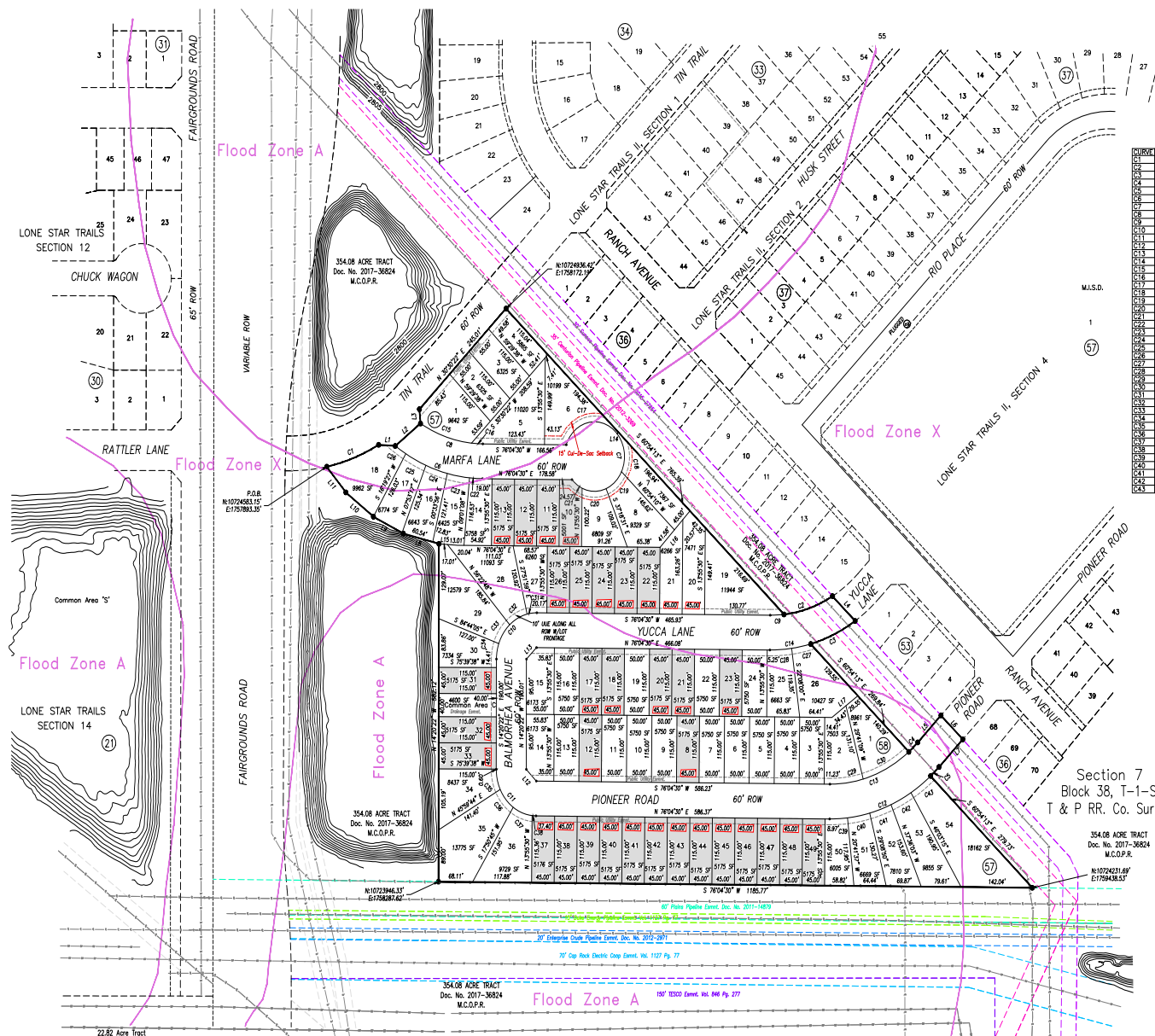
Containing 15.70 surface acres of land.

SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY	SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY	SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY	SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY	SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY	SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102
103	104	105	106	107	108
109	110	111	112	113	114
115	116	117	118	119	120
121	122	123	124	125	126
127	128	129	130	131	132
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169	170	171	172	173	174
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187	188	189	190	191	192
193	194	195	196	197	198
199	200	201	202	203	204
205	206	207	208	209	210
211	212	213	214	215	216
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223	224	225	226	227	228
229	230	231	232	233	234
235	236	237	238	239	240
241	242	243	244	245	246
247	248	249	250	251	252
253	254	255	256	257	258
259	260	261	262	263	264
265	266	267	268	269	270
271	272	273	274	275	276
277	278	279	280	281	282
283	284	285	286	287	288
289	290	291	292	293	294
295	296	297	298	299	300
301	302	303	304	305	306
307	308	309	310	311	312
313	314	315	316	317	318
319	320	321	322	323	324
325	326	327	328	329	330
331	332	333	334	335	336
337	338	339	340	341	342
343	344	345	346	347	348
349	350	351	352	353	354
355	356	357	358	359	360
361	362	363	364	365	366
367	368	369	370	371	372
373	374	375	376	377	378
379	380	381	382	383	384
385	386	387	388	389	390
391	392	393	394	395	396
397	398	399	400	401	402
403	404	405	406	407	408
409	410	411	412	413	414
415	416	417	418	419	420
421	422	423	424	425	426
427	428	429	430	431	432
433	434	435	436	437	438
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475	476	477	478	479	480
481	482	483	484	485	486
487	488	489	490	491	492
493	494	495	496	497	498
499	500	501	502	503	504
505	506	507	508	509	510
511	512	513	514	515	516
517	518	519	520	521	522
523	524	525	526	527	528
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583	584	585	586	587	588
589	590	591	592	593	594
595	596	597	598	599	600
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691	692	693	694	695	696
697	698	699	700	701	702
703	704	705	706	707	708
709	710	711	712	713	714
715	716	717	718	719	720
721	722	723	724	725	726
727	728	729	730	731	732
733	734	735	736	737	738
739	740	741	742	743	744
745	746	747	748	749	750
751	752	753	754	755	756
757	758	759	760	761	762
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937	938	939	940	941	942
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949	950	951	952	953	954
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967	968	969	970	971	972
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979	980	981	982	983	984
985	986	987	988	989	990
991	992	993	994	995	996
997	998	999	1000	1001	1002

LINE	BEARING	DISTANCE
L 1	N 79°00'32"	E 33.20
L 2	S 38°11'12"	E 63.55
L 3	N 19°30'20"	W 24.82
L 4	S 60°56'40"	E 62.05
L 5	N 30°30'22"	E 65.68
L 6	S 60°56'40"	E 60.02
L 7	S 30°30'22"	W 67.20
L 8	E 89°34'19"	W 74.37
L 9	N 78°31'14"	W 66.27
L 10	N 67°06'04"	W 69.16
L 11	N 55°18'01"	W 58.46
L 12	N 59°07'56"	W 28.39
L 13	N 30°52'04"	E 28.18
L 14	S 29°05'47"	W 3.82
L 15	S 79°19'56"	W 37.05
L 16	N 29°05'47"	E 66.01
L 17	S 39°46'41"	E 63.76

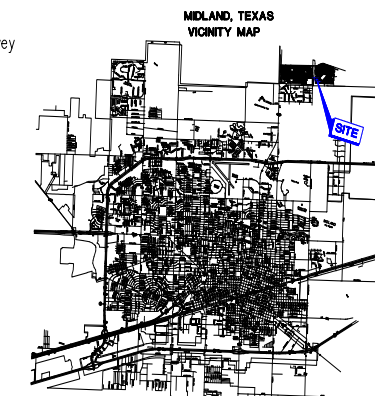
SITE PLAN

LONE STAR TRAILS II, SECTION 7
BEING A 15.70 ACRE TRACT OF LAND IN
SECTION 7, BLOCK 38, T-1-S, T. & P. RR. CO. SURVEY,
CITY AND COUNTY OF MIDLAND, TEXAS



SURV	BEARING	START	LENGTH	CHORD	BEARING	CHORD	AREA
1	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
2	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
3	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
4	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
5	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
6	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
7	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
8	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
9	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
10	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
11	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
12	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
13	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
14	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
15	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
16	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
17	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
18	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
19	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
20	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
21	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
22	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
23	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
24	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
25	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
26	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
27	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
28	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
29	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
30	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
31	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
32	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
33	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
34	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
35	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
36	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
37	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
38	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
39	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
40	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
41	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
42	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
43	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
44	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
45	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
46	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
47	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
48	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
49	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
50	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
51	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
52	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
53	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
54	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
55	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
56	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
57	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
58	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
59	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
60	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
61	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
62	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
63	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
64	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
65	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
66	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
67	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
68	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
69	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00
70	N 79°00'00" E	110.00	110.00	N 79°00'00" E	110.00	110.00	110.00

LINE BEARING	DISTANCE
1 N 79°00'00" E	110.00
2 N 79°00'00" E	110.00
3 N 79°00'00" E	110.00
4 N 79°00'00" E	110.00
5 N 79°00'00" E	110.00
6 N 79°00'00" E	110.00
7 N 79°00'00" E	110.00
8 N 79°00'00" E	110.00
9 N 79°00'00" E	110.00
10 N 79°00'00" E	110.00
11 N 79°00'00" E	110.00
12 N 79°00'00" E	110.00
13 N 79°00'00" E	110.00
14 N 79°00'00" E	110.00
15 N 79°00'00" E	110.00
16 N 79°00'00" E	110.00
17 N 79°00'00" E	110.00



FLOOD NOTE:
 Special Flood Hazard Areas as graphically scaled from
 FEMA Map No. 48329C0100F, dated September 16, 2005,
 Prepared for Midland County, Texas are shown hereon.

Bearings shown on this survey are relative to the Texas
 Coordinate System, NAD 1983, Central Zone (CORS).



Scale 1" = 100'

LEGEND
 ● 6" 5" Iron Rod
 ○ 6" 5" Iron Rod
 --- Utility Easement

PACKET
 OWNED BY:
 BETHENHUGH HOMES INC.
 6302 82nd STREET
 LUBBOCK, TEXAS 79424
 806-787-3494

22 July 2020

19.12

LOT COUNT
 Residential: 80 lots
 Common Area/Drainage: 1 lot
September 22, 2020

SITE PLAN
LONE STAR TRAILS II, SECTION 7



Professional Land Surveying & Mapping
 Aaron Burrell Land Surveyors, LLC
 415 W. Wall St., Suite 204
 Midland, Texas 79701
 432-848-4439
 aab@burrellsurveyors.com
 P.O. Box 80421 Midland, Texas 79708
 TBPPLS Firm No. 0094221



**Zone Change/Planned
District Amendment/Site
Plan Approval**

Project Number: Z-20-0191

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Ronnie Wallace, Betenbough Homes

Phone (806) 412 - 6611

Email Ronniew@betenbough.com

Address 6305 82nd Street

City Lubbock

State Texas

Zip 79424

Property Owner

Printed Name: Betenbough Homes

Phone (806) 412 - 6611

Email Ronniew@betenbough.com

Address 6305 82nd Street

City Lubbock

State Texas

Zip 79424

Representative (if different from Applicant or Property Owner)

Firm: N / A

Printed Name: _____

Phone ()

Email N / A

Address _____

City _____

State _____

Zip _____

Street Address: See Attached Plat

Legal Description

Lot: See Attached Plat Block: See Attached Plat Subdivision: _____

Lone Star Trails II, Section 7 (Being a 15.70 Acre Tract of Land in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas)

Current Zoning:

SF-3

Proposed Zone: PD (Planned District)

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Wanting to build affordable, smaller homes on lots less than 5,500 Total Square Feet and therefore requesting PD (Planned District) Zone designation.

Present Use of Property: Currently in Development for Single Family Homes with SF-3 zoning.

Proposed Use of Property: Single Family Homes

How would this zone change affect the public health, safety and welfare? _____

Our smaller homes provide an additional, affordable option for new homeowners in Midland.

Describe how conditions affecting the property have changed since present zoning

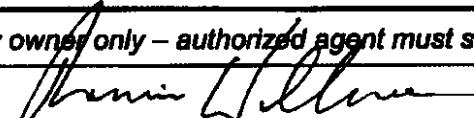
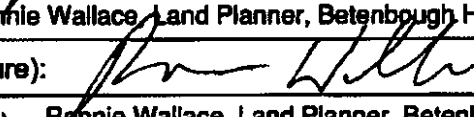
designation: We want to meet the needs of future homebuyers in Midland, especially with the current economic climate.

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)

\$650 (Fee for PD)

Signature (by property owner only – authorized agent must sign affidavit below)	
Applicant (signature): 	Date: July 22, 2020
Applicant (printed): Rennie Wallace, Land Planner, Betenbough Homes	
Property Owner (signature): 	Date: July 22, 2020
Property Owner (printed): Rennie Wallace, Land Planner, Betenbough Homes	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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.</i> <i>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.</i>	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

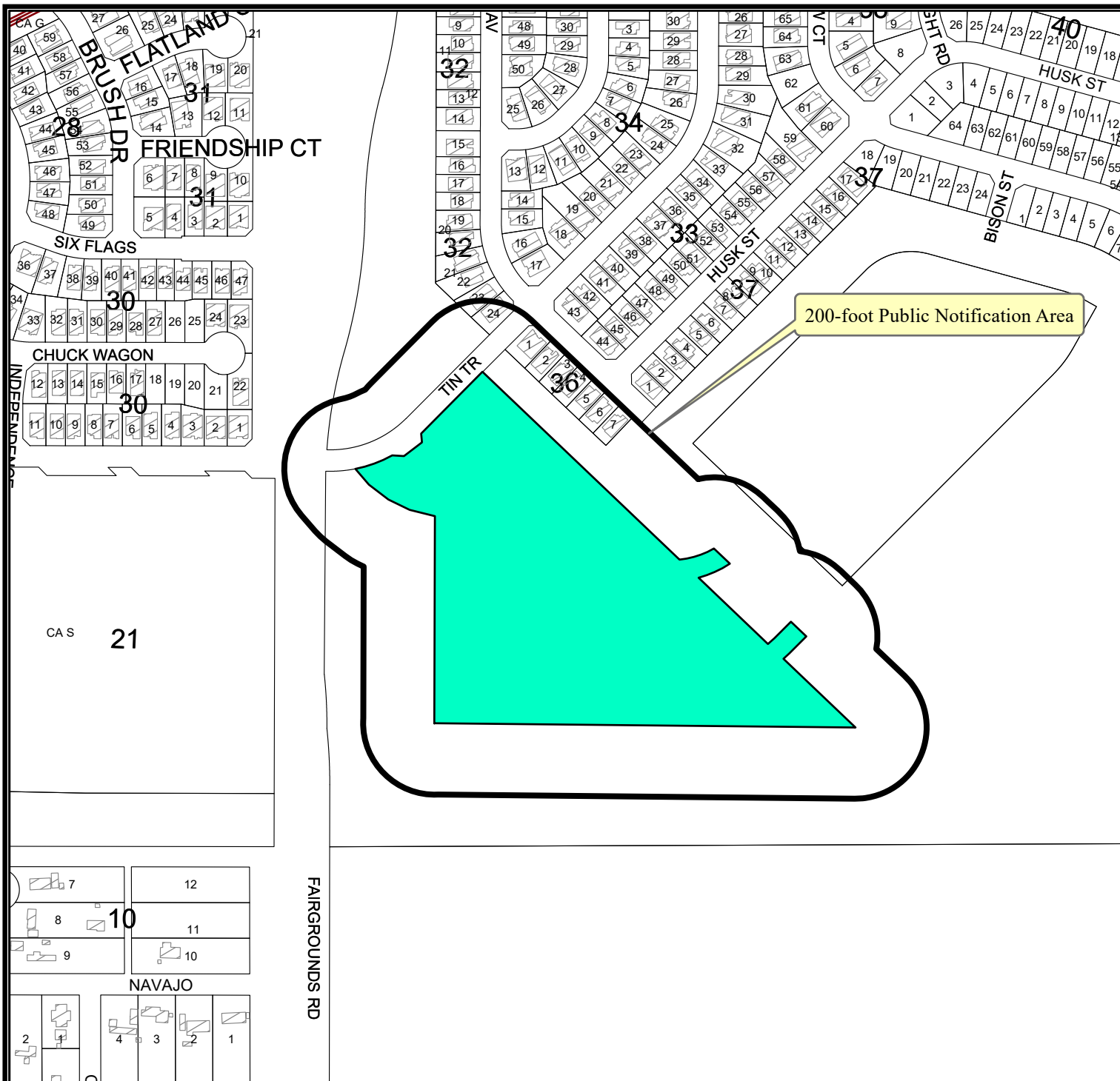
Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

 Authorized Agent (signature)

Subscribed and sworn to before me, this ____ day of _____, 20 ____, to certify which witness my hand and seal of office.

 NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: _____



LOCATION MAP

Z-20-0191

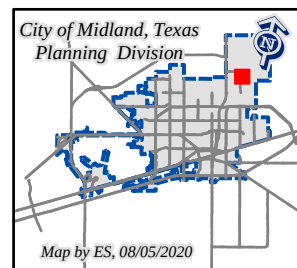
Scale: 1" = 250'

Consider a request by Betenbough Homes for a Zone Change from SF-3, Single Family Dwelling District to PD, Planned Development District for a Housing Development on a 15.70 acre tract of land located in Section 7, Block 38, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas.

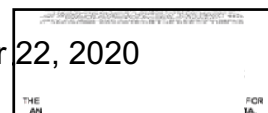
Generally located on the south side of Tin Trail, approximately 130 feet east of N. Fairgrounds Road. (Council District 1)

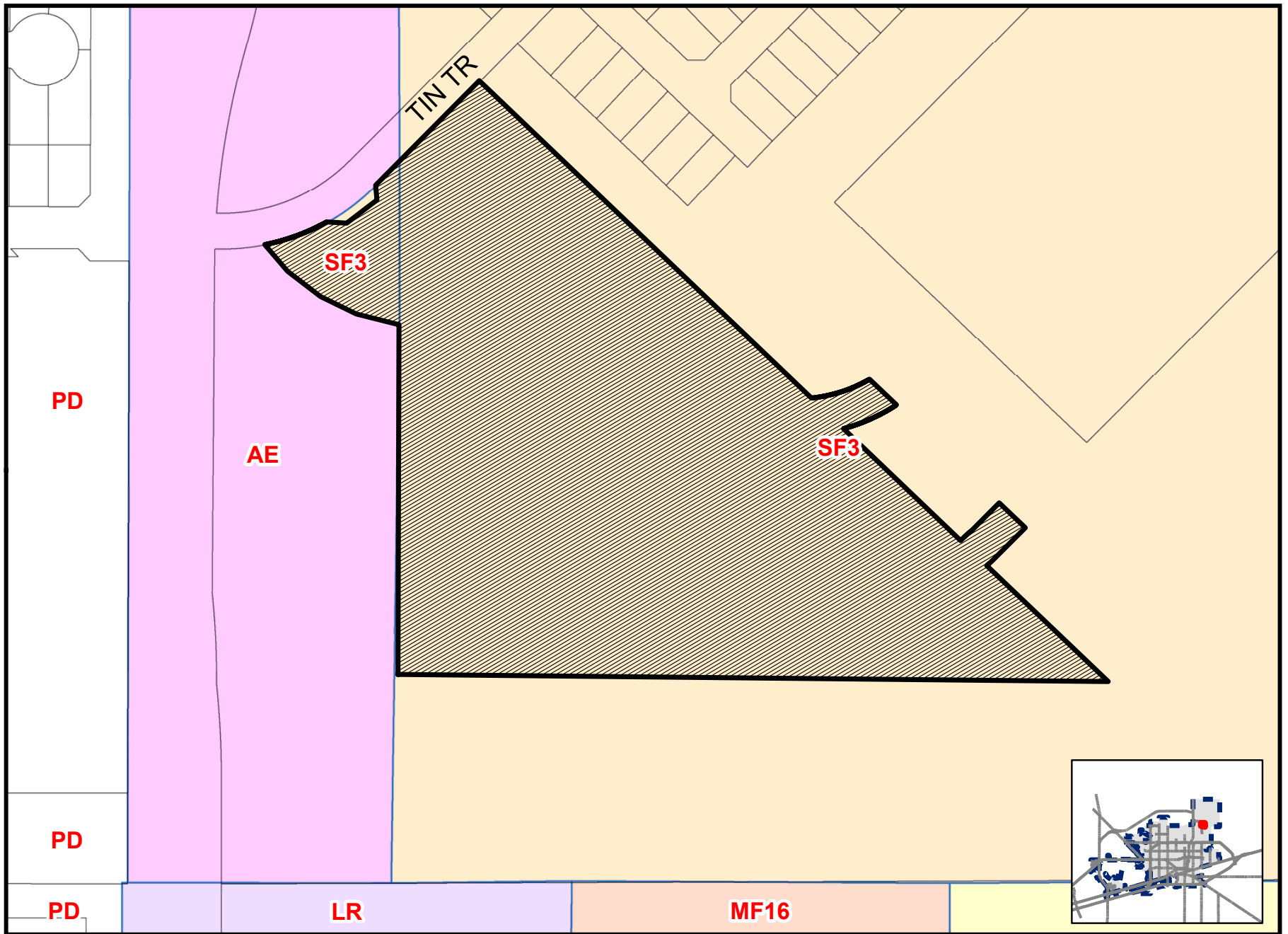
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 22, 2020





Map By ES, 8/4/2020

Z-20-0191

Scale: 1" = 200'

ZONING MAP



PACKET

19.16

September 22, 2020











City Council Meeting

Item Number: 20
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Elizabeth Shaughnessy, Senior Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 THROUGH 10, BLOCK 1, AND LOTS 1 THROUGH 7, BLOCK 2, LONE STAR BUSINESS PARK, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND OCCIDENTAL PARKWAY); 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 (DEVELOPMENT SERVICES)

Purpose:

The applicant, Betenbough Homes, LLC, is requesting approval of a zone change for the development of local retail.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The properties to the north are zoned AE, Agricultural Estate District, and the location of vacant land. The properties to the east are zoned PD, Planned District for a Housing

Development, and the location of residential homes. The property to the south is zoned O-1, Office District, and the location of vacant land. The properties to the west are located in the ETJ, Extraterritorial Jurisdiction and the location of vacant land and an office.

Analysis:

The properties are located at 6700 through 6716 and 6800 through 6812 N. State Highway 349 and are currently vacant. The current zoning of this property is O-1, Office District and is the location of vacant lots. Since the properties remain unsold and unimproved, the applicant is requesting to change the zoning to LR, Local Retail District to better suit the surrounding neighborhood and to develop a buffer from the residential housing and N. State Highway 349.

The setbacks and maximum height of future development must meet the regulations as described in Section 5.05 Nonresidential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

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.

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Code Compliance: (Approved)

Existing permitted oil well- Operator Pioneer -Mabee E #3 to the south of lot 6700 has a variance of 200 ft.

Transportation: (Approved)

Access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis

MAY be required prior to approval of construction drawings.

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.

No objection to zone change.

Planning:

Per the Future Land Use map, this location calls for Urban Medium uses. Potential zoning for this area include Office-District and Local Districts, this zone change is in compliance with the Future Land Use plan.

The Planning and Zoning commission recommended approval of this request at the August 17, 2020 meeting. The City Council approved this request at the September 8, 2020 meeting.

Staff recommends approval of this zone change, subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the LR, Local Retail District.**

Letters of Objection:

As of September 2, 2020, staff has not received any letters of objection.

Attachments:

Application
Maps
Lone Star Business Park, Section 2



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 2 THROUGH 10, BLOCK 1, AND LOTS 1 THROUGH 7, BLOCK 2, LONE STAR BUSINESS PARK, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS, FROM O-1, OFFICE DISTRICT TO LR, LOCAL RETAIL DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND OCCIDENTAL PARKWAY); 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 Lots 2 through 10, Block 1, and Lots 1 through 7, Block 2, Lone Star Business Park, Section 2, City and County of Midland, Texas (the “Property”) to LR, Local Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from O-1, Office District to LR, Local Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as

that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



**Zone Change/Planned
District Amendment/Site
Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Betenbough Homes, LLC

Phone (806) 789-9558

Email
ChrisB@Betenbough.com

Address 6305 82nd Street

City Lubbock

State TX

Zip 79424

Property Owner

Printed Name: Betenbough Homes, LLC

Phone (806) 789-9558

Email
ChrisB@Betenbough.com

Address 6305 82nd Street

City Lubbock

State TX

Zip 79424

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()

Email

Address

City

State

Zip

Street Address: 6812 through 6800 and 6716 through 6700 N HWY 349

Legal Description

Lot: _____ Block: _____ Subdivision: Lonestar Business Park Setion 2

Current Zoning:

0-1

Proposed Zone:

(List by tracts if more than one district is requested)

Reason for Zone Change Request: We feel that a commercial distric is better
suited for this area off of N HWY 349. We have had 0-1 here and have had
little traffic. Commercial seems to better fit the adjacency to 349

Present Use of Property: o-1

Proposed Use of Property: Local Retail

How would this zone change affect the public health, safety and welfare? minimal impact

Describe how conditions affecting the property have changed since present zoning designation: nothing has currently changed. land remains improved and unsold

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): <u>Chris Berry</u>	Date: <u>July 22nd, 2020</u>
Applicant (printed): <u>Chris Berry</u>	
Property Owner (signature): <u>Chris Berry</u>	Date: <u>July 22nd, 2020</u>
Property Owner (printed) : <u>Chris Berry</u>	
<i>The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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.</i> <i>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.</i>	

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this ____ day of _____, 20 ____, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Site Plan ☐ Plans in Digital Format (PDF/JPEG)
Received By: _____	Date: _____

PACKET 2028 September 22, 2020
 Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

Z-20-0190

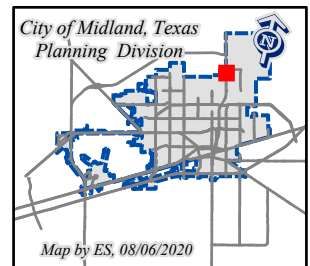
Scale: 1" = 250'

Consider a request by Betenbough Homes, LLC for a Zone Change from O-1, Office District to LR, Local Retail District on Lots 2 through 10, Block 1, and Lots 1 through 7, Block 2, Lone Star Business Park, Section 2, City and County of Midland, Texas.

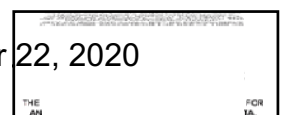
Generally located on the southeast corner of the intersection of North State Highway 349 and Occidental Parkway. (Council District 1)

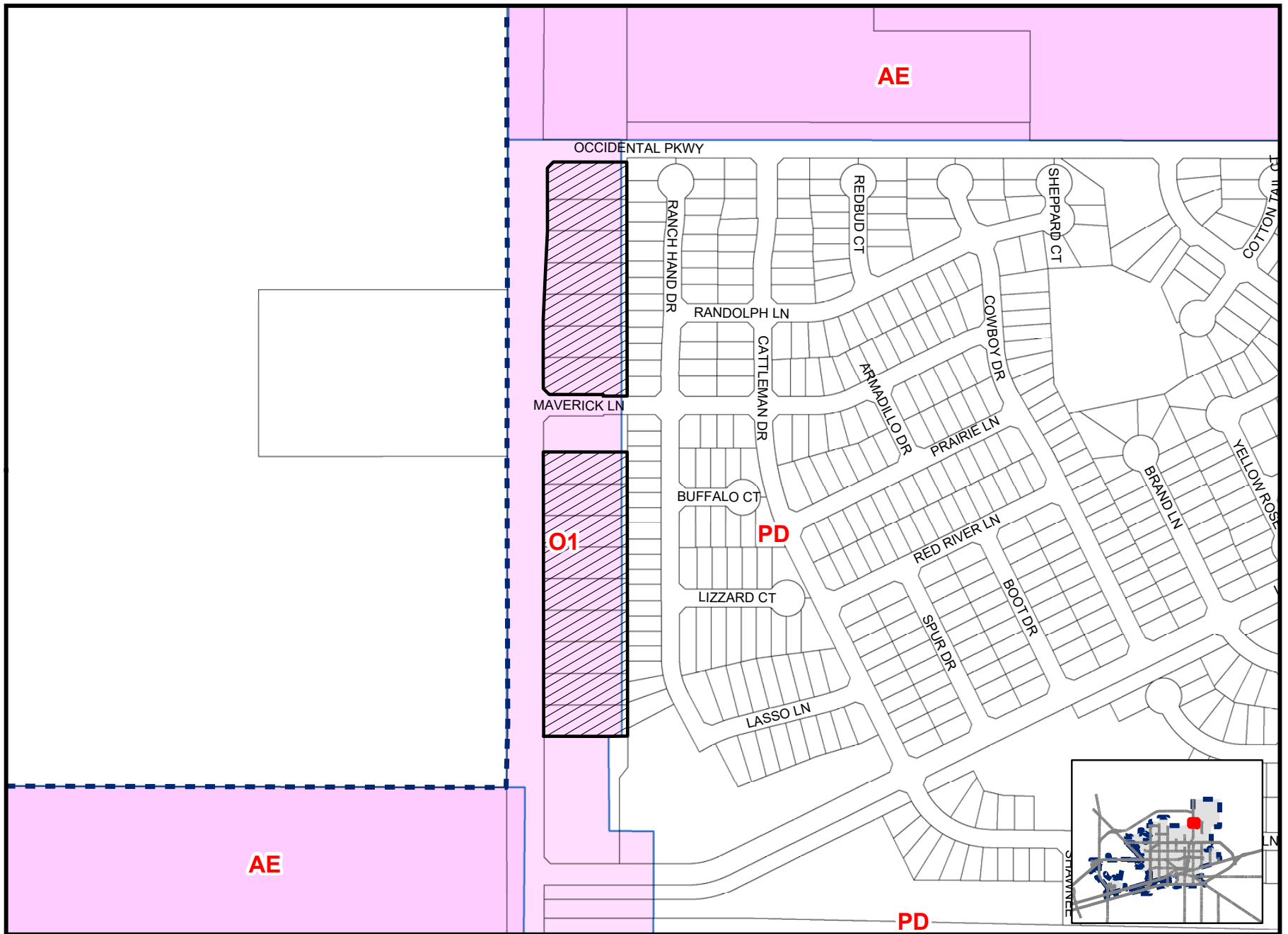
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



September 22, 2020















City Council Meeting

Item Number: 21
Meeting Date: September 8, 2020
To: City Council / City Manager
From: Michael Pacelli, City Traffic Engineer
Subject: AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9961; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (ENGINEERING SERVICES)

Purpose:

To revise school zone speed limit regulations at select locations.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Discussion:

The Legal Department has prepared an ordinance replacing the existing ordinance for "School Zones and Crossings" within the City of Midland, authorizing revisions to school zones as described below.

The revisions are minor adjustments to the times that school zones are in effect based on

schedule adjustments made by school administration at Midland Academy Charter School, Sam Houston Elementary School, and Travis Elementary School.

Staff recommends approval.



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE X, "TRAFFIC REGULATIONS", CHAPTER FOUR, "TRAFFIC CONTROL DEVICES", SECTION 11, "SCHOOL ZONES", OF THE MIDLAND CITY CODE, SO AS TO DESIGNATE EACH SCHOOL ZONE WITHIN THE CITY AND REGULATE THE SPEED AND MOVEMENT OF TRAFFIC THEREIN; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 9961; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

WHEREAS, Section 10-1-1(A)(44) of the City Code defines school zones as areas, whether adjacent to schools or not, when properly marked by signs or pavement markings designating them as school zones; and

WHEREAS, the City Traffic Engineer has recommended the establishment of certain locations within the City to be designated as school zones and certain changes in existing school zones, all based on engineering and traffic investigations; and

WHEREAS, the Council finds it to be in the public interest to follow the recommendations of the City Traffic Engineer in this matter;

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

SECTION ONE. That Midland City Code Title X, "Traffic Regulations", Chapter 4, "Traffic Control Devices", Section 11, "School Zones", shall hereby be amended to read in its entirety as follows:

10-4-11. SCHOOL ZONES.

The following described areas or locations are hereby designated "School Zones" and are reduced speed zones designated on streets by the City of Midland to facilitate safe crossing of the streets by children going to or leaving public or private elementary or secondary schools during the times the reduced speed limits apply. No person shall drive a motor vehicle in such areas or locations at a speed greater than is reasonable and prudent under the circumstances then existing. The speed limits specified hereinafter shall be lawful, but any speed in excess of the limits specified below during the hours set out hereinafter for each location or when flashing lights are in place and operating shall be prima facie evidence

that the speed is not reasonable or prudent and is unlawful on the days schools are in session.

- (A) Abell Junior High School - 20 mph - 7:00 a.m. to 5:00 p.m.
 - 1. Heritage Boulevard from the centerline of Wadley Avenue to a point 170 feet south of the centerline of Highland Boulevard/Highland Court.
 - 2. Highland Boulevard from the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.
- (B) Abell Junior High School - 20 mph - 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 5:00 p.m.

Wadley Avenue from a point 100 feet east of the centerline of Heritage Boulevard to a point 830 feet west of the centerline of Heritage Boulevard.
- (C) Alamo Junior High School - 25 mph - 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m.

Illinois Avenue - from a point 211 feet east of the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.
- (D) Alamo Junior High School - See “Bonham Elementary School and Alamo Junior High School.”
- (E) Anson Jones Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Illinois Avenue - from a point 210 feet east of the centerline of Stoneybrook Drive to a point 210 feet west of the centerline of Stoneybrook Drive.
- (F) Anson Jones Elementary School - 20 mph - 7:00 a.m. to 5:00 p.m.
 - 1. Stoneybrook Drive - from a point 88 feet north of the centerline of Shadylane Drive to the centerline of Shadylane Drive.
 - 2. Shadylane Drive - from a point 160 feet north of the centerline of Thomason Drive to a point 150 feet east of the centerline of Thornridge Drive.
 - 3. Thornridge Drive - from a point 160 feet north of the centerline of Thomason Drive to the centerline of Shadylane Drive.
- (G) Ben Milam Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.
 - 1. Wadley Avenue - from a point 293 feet east of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue to a point 280 feet west of the centerline of Edwards Street at its easternmost intersection with Wadley Avenue.
 - 2. Lamesa Road - from a point 200 feet north of the centerline of the west

leg of Dormard Avenue to a point 200 feet south of the centerline of the west leg of Dormard Avenue.

3. Main Street - from a point 175 feet north of the centerline of Dormard Avenue to a point 175 feet south of the centerline of Dormard Avenue.

(H) Ben Milam Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Shandon Avenue - from a point 230 feet west of the centerline of Edwards Street to a point 300 feet east of the centerline of Barber Drive.
2. Dengar Avenue - from a point 230 feet west of the centerline of Edwards Street to the centerline of Edwards Street.
3. Dengar Avenue - from the centerline of Barber Drive to a point 295 feet east of the centerline of Barber Drive.
4. Dormard Avenue - from a point 300 feet west of the centerline of Edwards Street to a point 230 feet east of the centerline of Barber Drive.
5. Edwards Street - from a point 205 feet south of the centerline of Dormard Avenue to a point 160 feet north of the centerline of Shandon Avenue.
6. Barber Drive - from a point 175 feet south of the centerline of Dormard Avenue to a point 155 feet north of the centerline of Shandon Avenue.

(I) Bonham Elementary School and Alamo Junior High School - 20 mph - 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m.

Midland Drive - from a point 205 feet north of the centerline of Crockett Avenue to a point 185 feet south of the centerline of Storey Avenue.

(J) Bonham Elementary School and Alamo Junior High School - 20 mph - 7:00 a.m. to 5:00 p.m.

1. Cuthbert Avenue - from a point 235 feet west of the centerline of Delmar Street to a point 185 feet east of the centerline of Bonham Street.
2. Storey Avenue - from a point 450 feet west of the centerline of Delmar Street to the centerline of McDonald Street.
3. Storey Avenue - from the centerline of Bonham Street to a point 220 feet east of the centerline of Bonham Street.
4. Delmar Street - from a point 195 feet south of the centerline of Storey Avenue to the centerline of Storey Avenue.
5. Delmar Street - from a point 170 feet north of the centerline of Cuthbert

Avenue to the centerline of Cuthbert Avenue.

6. McDonald Street - from a point 200 feet south of the centerline of Storey Avenue to a point 115 feet north of the centerline of Cuthbert Avenue.
7. Bonham Street - from a point 170 feet south of the centerline of Storey Avenue to a point 118 feet north of the centerline of Cuthbert Avenue.
8. Dunbar Street - from a point 115 feet north of the centerline of Cuthbert Avenue to the centerline of Cuthbert Avenue.

(K) Bowie Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

1. "A" Street - from a point 140 feet north of the centerline of Elk Avenue to a point 175 feet south of the centerline of Douglas Avenue.
2. Douglas Avenue - from the centerline of "A" Street to a point 195 feet east of the centerline of "A" Street.
3. Douglas Avenue - from a point 205 feet east of the centerline of "D" Street to a point 175 feet west of the centerline of "D" Street.

(L) Bowie Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Elk Avenue - from the centerline of "B" Street to the centerline of "A" Street.
2. Douglas Avenue - from a point 90 feet east of the centerline of "C" Street to the centerline of "B" Street.
3. Princeton Avenue - from a point 255 feet west of the centerline of "B" Street to the centerline of "B" Street.
4. "B" Street - from a point 150 feet north of the centerline of Elk Avenue to a point 160 feet south of the centerline of Princeton Avenue.

(M) Bunche Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Pennsylvania Avenue - from a point 165 feet east of the centerline of Carver Street to a point 190 feet east of the centerline of Jackson Street.
2. Adams Street - from the centerline of Pennsylvania Avenue to a point 135 feet north of the centerline of Pennsylvania Avenue.
3. Jackson Street - from a point 140 feet north of the centerline of Pennsylvania Avenue to a point 215 feet north of the centerline of Cloverdale Road.
4. California Avenue - from the centerline of Jackson Street to a point 200 feet east of the centerline of Jackson Street.

(N) Burnett Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Spraberry Drive - from a point 175 feet north of the centerline of Devonian Drive to a point 130 feet north of the centerline of Pleasant Drive.
2. Ruby Drive - from the centerline of Canyon Drive to a point 165 feet north of the centerline of Devonian Drive.
3. Raymond Drive - from a point 185 feet north of the centerline of Canyon Drive to a point 50 feet north of the centerline of Pleasant Drive.
4. Devonian Drive - from a point 230 feet west of the centerline of Spraberry Drive to the centerline of Spraberry Drive.
5. Canyon Drive - from the centerline of Spraberry Drive to a point 280 feet east of the centerline of Raymond Drive.
6. Pasadena Drive - from the centerline of Spraberry Drive to a point 230 feet west of the centerline of Spraberry Drive.
7. Howard Drive - from the centerline of Raymond Drive to a point 295 feet east of the centerline of Raymond Drive.

(O) Bush Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Whittle Way - from a point 175 feet north of the centerline of Preston Avenue to a point 200 feet south of the centerline of Preston Avenue.

(P) Bush Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Idlewilde Drive - from a point 90 feet north of the centerline of Rainbow Road to the centerline of Preston Drive.
2. Preston Drive - from a point 150 feet east of the centerline of Idlewilde Drive to a point 150 feet west of the centerline of Sunburst Drive.
3. Sunburst Drive - from a point 90 feet north of the centerline of Rainbow Road to a point 150 feet north of the centerline of Preston Drive.

(Q) Carver Center - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Carver Street - from a point 175 feet north of the centerline of Texas Avenue to a point 160 feet south of the centerline of Wall Street.
2. Texas Avenue - from a point 150 feet west of the centerline of Carver Street to the centerline of Carver Street.
3. Adams Street - from a point 150 feet south of the centerline of Wall

Street to the centerline of Wall Street.

4. Jesse Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.

(R) Coleman High School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Golf Course Road - from a point 60 feet west of the centerline of Benton Street to a point 120 feet west of the centerline of Tilden Street.
2. Tilden Street - from a point 70 feet north of the centerline of Jax Street to the centerline of Golf Course Road.

(S) DeZavala Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

1. Lamesa Road - from a point 300 feet north of the centerline of Louisiana Avenue to a point 250 feet south of the centerline of Louisiana Avenue.
2. Louisiana Avenue - from a point 200 feet west of the centerline of Lamesa Road to a point 150 feet east of the centerline of Lamesa Road.
3. Garden Lane - from a point 180 feet west of the centerline of Lee Street to a point 191 feet east of the centerline of Lee Street.
4. Walnut Lane - from a point 184 feet west of the centerline of Lee Street to a point 196 feet east of the centerline of Lee Street.

(T) DeZavala Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Orchard Lane - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.
2. Lee Street - from a point 325 feet north of the centerline of Mesquite Street to a point 50 feet north of the centerline of South Street.
3. Mesquite Street - from the centerline of Lee Street to a point 175 feet east of the centerline of Lee Street.

(U) Emerson Elementary School and Goddard Junior High School - 20 mph - 7:00 a.m. to 5:00 p.m.

1. Ward Street - from a point 250 feet south of the centerline of Haynes Drive to a point 135 feet north of the centerline of Emerson Place.
2. Moss Avenue - from a point 465 feet east of the centerline of Whitney Drive to the centerline of Ward Street.
3. Goddard Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.

4. Emerson Drive - from a point 185 feet east of the centerline of Ward Street to the centerline of Ward Street.
 5. Lanham Street - from a point 85 feet north of the centerline of Goddard Street to a point 140 feet south of the centerline of Haynes Drive.
 6. Haynes Drive - from a point 175 feet east of the centerline of Lanham Street to a point 150 feet west of the centerline of Ward Street.
- (V) Fannin Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.
1. Neely Avenue - from a point 290 feet east of the centerline of Lanham Street to a point 300 feet west of the centerline of Lanham Street.
 2. Garfield Street - from a point 466 feet south of the centerline of Cimmaron Drive to a point 135 feet north of the centerline of Dengar Avenue.
 3. Ward Street - from a point 150 feet north of the centerline of Fannin Avenue to a point 160 feet south of the centerline of Fannin Avenue.
- (W) Fannin Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.
1. Cimmaron Avenue - from a point 285 feet west of the centerline of Lanham Street to a point 250 feet east of the centerline of Mogford Street.
 2. Frontier Avenue - from a point 295 feet west of the centerline of Lanham Street to the centerline of Lanham Street.
 3. Fannin Avenue - from a point 255 feet west of the centerline of Lanham Street to a point 325 feet east of the centerline of Mogford Street.
 4. Lanham Street - from a point 160 feet south of the centerline of Fannin Avenue to a point 180 feet north of the centerline of Cimmaron Avenue.
 5. Mogford Street - from a point 155 feet south of the centerline of Fannin Avenue to a point 170 feet north of the centerline of Cimmaron Avenue.
- (X) Fasken Elementary School - 25 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.
- Holiday Hill Road - from a point 200 feet north of the centerline of Sherwood Drive to a point 200 feet south of Sherwood Drive.
- (Y) Fasken Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.
1. Sherwood Drive - from a point 100 feet east of the centerline of

Sandstone Drive to a point 100 feet west of the centerline of Val Verde Drive.

2. Sandstone Drive - from a point 100 feet north of the centerline of Sherwood Drive to a point 100 feet south of the centerline of Val Verde Drive.
3. Val Verde Drive - from the centerline of Sherwood Drive to the centerline of Sandstone Drive.
4. Becker Drive - from the centerline of Sandstone Drive to a point 100 feet south of the centerline of Sandstone Drive.

(Z) General Tommy Franks Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Jax Avenue - from a point 190 feet west of the centerline of Fort Worth Street to the centerline of Terrell Street.
2. Parker Avenue - from a point 190 feet west of the centerline of Fort Worth Street to a point 155 feet east of the centerline of Terrell Street.
3. Fort Worth Street - from the centerline of Parker Avenue to a point 160 feet south of the centerline of Hamby Avenue.
4. Terrell Street - from the centerline of Parker Avenue to a point 100 feet north of the centerline of Jax Avenue.
5. Dallas Street - from the centerline of Parker Avenue to a point 180 feet south of the centerline of Parker Avenue.

(AA) General Tommy Franks Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Lamesa Road - from a point 135 feet south of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road to a point 200 feet north of the centerline of Parker Avenue at its southernmost intersection with Lamesa Road.

(AB) Goddard Junior High School - See “Emerson Elementary School and Goddard Junior High School.”

(AC) Greathouse Elementary School 25 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Briarwood Avenue - from a point 540 feet east of the centerline of Mathis Street to a point 450 feet west of the centerline of Mathis Street.

(AD) Greathouse Elementary School 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Oriole Drive - from a point 220 feet north of the centerline of Woodhollow Drive to a point 198 feet south of the centerline of Woodhollow Drive.

(AE) Greathouse Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Mathis Street - from a point 515 feet north of the centerline of Briarwood Avenue to a point 100 feet north of the centerline of Greathouse Avenue.
2. Greathouse Avenue - from a point 180 feet south of the centerline of Mathis Street to a point 450 feet north of the centerline of Mathis Street.
3. Quicksand Drive - from the centerline of Mathis Street to a point 180 feet west of the centerline of Mathis Street.
4. Woodhollow Drive - from the centerline of Mathis Street to a point 390 feet east of the centerline of Mathis Street.

(AF) Henderson Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Bentwood Drive - from a point 265 feet north of the centerline of Graceland Drive to a point 138 feet south of the centerline of Joy Drive.
2. Wilshire Drive - from the centerline of Graceland Drive to a point 160 feet north of the centerline of Graceland Drive.
3. Erie Drive - from the centerline of Graceland Drive to a point 205 feet north of the centerline of Graceland Drive.
4. Eisenhower Drive - from a point 135 feet north of the centerline of Graceland Drive to a point 135 feet south of the centerline of Graceland Drive.
5. Graceland Drive - from a point 130 feet west of the centerline of Bentwood Drive to a point 135 feet east of the centerline of Eisenhower Drive.

(AG) Hillander Private School - 20 mph - 7:30 a.m. to 9:00 a.m. and 1:30 p.m. to 4:00 p.m.

1. Wadley Avenue - from a point 275 feet east of the centerline of "I" Street to a point 560 feet west of the centerline of "I" Street.
2. "I" Street - from a point 170 feet north of the centerline of Wadley Avenue to a point 215 feet south of the centerline of Wadley Avenue.

(AH) Jane Long Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Devonian Drive - from a point 180 feet north of the centerline of Tanner Drive to a point 200 feet south of the centerline of Cedar Spring Drive.
2. Luddy Drive - from the centerline of Cedar Spring Drive to a point 165 feet north of the centerline of Tanner Drive.

3. Tanner Drive - from a point 250 feet west of the centerline of Devonian Drive to a point 215 feet east of the centerline of Leddy Drive.
 4. Beckley Drive - from the centerline of Cedar Spring Drive to a point 150 feet south of the centerline of Cedar Spring Drive.
 5. Aberdeen Drive - from the centerline of Cedar Spring Drive to a point 250 feet south of the centerline of Cedar Spring Drive.
 6. Mercedes Drive - from a point 240 feet west of the centerline of Devonian Drive to the centerline of Devonian Drive.
 7. Avondale Drive - from the centerline of Leddy Drive to a point 85 feet east of the centerline of Leddy Drive.
 8. Cedar Spring Drive - from a point 125 feet west of the centerline of Devonian Drive to a point 185 feet east of the centerline of Leddy Drive.
- (AI) Lamar Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.
- Illinois Avenue - from a point 330 feet east of the centerline of Crestview Road to a point 240 feet west of the centerline of Crestview Road.
- (AJ) Lamar Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.
1. Kessler Avenue - from a point 120 feet east of the centerline of Midkiff Road to a point 220 feet east of the centerline of Crestview Road.
 2. Peach Street - from a point 165 feet south of the centerline of Illinois Avenue to the centerline of Kessler Avenue.
 3. Crestview Road - from a point 185 feet south of the centerline of Illinois Avenue to a point 170 feet south of the centerline of Kessler Avenue.
 4. Barkley Street - from a point 180 feet east of the centerline of Crestview Road to the centerline of Crestview Road.
- (AK) Lee Freshman High School - 20 mph - 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 5:00 p.m.
- Scharbauer Drive - from a point 195 feet west of the centerline of Butternut Lane to a point 202 feet east of the centerline of Butternut Lane.
- (AL) Lee Freshman High School - 20 mph - 7:00 a.m. to 5:00 p.m.
1. Oak Avenue - from a point 150 feet west of the centerline of Butternut Lane to a point 200 feet east of the centerline of Lincoln Street.

2. Lincoln Street - from a point 145 feet north of the centerline of Oak Avenue to a point 145 feet north of the centerline of Magnolia Avenue.
3. Maple Avenue - from a point 229 feet east of the centerline of Lincoln Street to the centerline of Lincoln Street.
4. Butternut Lane - from a point 150 feet north of the centerline of Oak Avenue to a point 50 feet north of the centerline of Magnolia Avenue.

(AM) Lee High School - See “Rusk Elementary School and Lee High School.”

(AN) Midland Academy Charter School - 20 mph - 6:30 a.m. to 8:00 a.m. and 2:30 p.m. to 3:30 p.m.

1. Baird Street - from a point 97 feet north of the centerline of Michigan Avenue to a point 145 feet south of the centerline of Tennessee Avenue.
2. Michigan Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.
3. Tennessee Avenue - from a point 180 feet east of the centerline of Weatherford Street to a point 180 feet west of the centerline of Baird Street.
4. Weatherford Street - from a point 95 feet north of the centerline of Michigan Avenue to a point 165 feet south of the centerline of Tennessee Avenue.

(AO) Midland Christian School - 20 mph - 7:30 a.m. to 8:30 a.m. and 3:00 p.m. to 4:30 p.m.

Neely Avenue - from a point 175 feet east of the centerline of Culver Drive to a point 225 feet west of the centerline of Culver Drive.

(AP) Midland Christian School - 20 mph - 7:30 a.m. to 4:30 p.m.

1. Culver Drive - from the centerline of Gulf Avenue to a point 385 feet north of the centerline of Gulf Avenue.
2. Gulf Avenue - from a point 190 feet east of the centerline of Culver Drive to the centerline of Culver Drive.
3. Northrup Drive - from a point 384 feet south of the centerline of Sinclair Avenue to a point 135 feet north of the centerline of Gulf Avenue.
4. Sinclair Avenue - from a point 158 feet east of the centerline of Culver Drive to the centerline at Northrup Drive.

(AQ) Midland Classical Academy School - 20 mph - 7:30 a.m. to 4:00 p.m.

Whitman Drive - from a point 87 feet north of the centerline of Mockingbird Lane to a point 650 feet south of the centerline of Savoy Place.

(AR) Midland Freshman High School - 25 mph - 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 5:00 p.m.

Rankin Highway - from a point 265 feet north of the centerline of Hicks Avenue to a point 170 feet south of the centerline of Hicks Avenue.

(AS) Midland Freshman High School - 20 mph - 7:00 a.m. to 5:00 p.m.

1. Main Street - from a point 180 feet north of the centerline of Hicks Avenue to a point 180 feet south of the centerline of Gist Avenue.
2. Baird Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.
3. Weatherford Street - from the centerline of Hicks Avenue to a point 150 feet north of the centerline of Hicks Avenue.
4. Hicks Avenue - from a point 200 feet west of the centerline of Main Street to a point 175 feet east of the centerline of Weatherford Street.
5. Montgomery Avenue - from the centerline of Main Street to a point 210 feet west of the centerline of Main Street.
6. Gist Avenue - from a point 200 feet west of the centerline of Main Street to a point 1040 feet east of the centerline of Main Street.

(AT) Midland High School - 20 mph - 7:00 a.m. to 5:00 p.m.

1. Ohio Avenue - from a point 150 feet east of the centerline of San Angelo Street to the centerline of "A" Street.
2. "C" Street - from a point 130 feet south of the centerline of Illinois Avenue to the centerline of Illinois Avenue.
3. "D" Street - from a point 115 feet south of the centerline of Illinois Avenue to a point 45 feet north of the centerline of Ohio Avenue.
4. Illinois Avenue - from a point 267 feet west of the centerline of "E" Street to a point 185 feet east of the centerline of "A" Street.
5. "A" Street - from a point 85 feet south of the centerline of Tennessee Avenue to a point 280 feet south of the centerline of Illinois Avenue.
6. Tennessee Avenue - from a point 103 feet west of the centerline of "B" Street to a point 60 feet east of the centerline of "A" Street.

(AU) Midland Montessori School - 20 mph - 7:30 a.m. to 4:30 p.m.

Austin Street - from a point 200 feet north of the centerline of Cuthbert

Avenue to a point 80 feet south of the centerline of Bedford Avenue.

(AV) Pease Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Magnolia Avenue - from a point 280 feet west of the centerline of Benton Street to a point 295 feet east of the centerline of Peterson Street.
2. Hickory Avenue - from a point 340 feet west of the centerline of Benton Street to the centerline of Benton Street.
3. Scharbauer Drive - from a point 335 feet west of the centerline of Benton Street to a point 290 feet east of the centerline of Peterson Street.
4. Benton Street - from a point 215 feet north of the centerline of Scharbauer Drive to a point 290 feet east of the centerline of Peterson Street.
5. Peterson Street - from the centerline of Scharbauer Drive to a point 200 feet north of the centerline of Magnolia Avenue.

(AW) Quanah Parker Elementary School - 30 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Midland Drive - from a point 340 feet north of the centerline of St. Andrews Drive to a point 350 feet south of the centerline of St. Andrews Drive.

(AX) Quanah Parker Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Godfrey Drive - from a point 150 feet north of the centerline of St. Andrews Drive to a point 135 feet south of the centerline of St. Andrews Drive.

(AY) Quanah Parker Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. St. Andrews Drive - from a point 150 feet west of the centerline of Casady Court to a point 140 feet west of the centerline of Norwood Street.
2. Greenbriar Drive - from a point 150 feet south of the centerline of St. Andrews Drive to the centerline of St. Andrews Drive.
3. Merrill Drive - from a point 150 feet west of the centerline of Norwood Street to the centerline of Norwood Street.
4. Russell Drive - from a point 175 feet west of the centerline of Norwood Street to the centerline of Norwood Street.
5. Norwood Street - from the centerline of St. Andrews Drive to a point 150 feet north of the centerline of Russell Drive.

(AZ) Rusk Elementary School and Lee High School - 20 mph - 7:00 a.m. to 5:00 p.m.

1. Neely Avenue - from a point 175 feet west of the centerline of McDonald Street to a point 250 feet east of the centerline of Tarleton Street.
2. McDonald Street - from a point 155 feet south of the centerline of Neely Avenue to a point 115 feet north of the centerline of Cimmaron Avenue.
3. Wedgewood Street - from a point 200 feet south of the centerline of Neely Avenue to the centerline of Cimmaron Avenue.
4. Cimmaron Avenue - from a point 205 feet west of the centerline of McDonald Street to a point 170 feet east of the centerline of Shandon Avenue.
5. Fannin Avenue - from the centerline of McDonald Street to a point 200 feet west of the centerline of McDonald Street.
6. Shandon Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.
7. Imperial Avenue - from a point 235 feet north of the centerline of Cimmaron Avenue to the centerline of Cimmaron Avenue.
8. Godfrey Street - from a point 145 feet south of the centerline of Neely Avenue to a point 158 feet north of the centerline of Rebel Drive.

(BA) Rusk Elementary School - 20 mph - 7:00 a.m. to 5:00 p.m.

1. Dengar Avenue - from a point 250 feet east of the centerline of Tarleton Street to the centerline of Tarleton Street.
2. Fannin Avenue - from the centerline of Tarleton Street to a point 240 feet east of the centerline of Tarleton Street.
3. Cimmaron Avenue - from the centerline of Tarleton Street to a point 295 feet east of the centerline of Tarleton Street.
4. Tarleton Street - from a point 175 feet south of the centerline of Neely Avenue to a point 140 feet north of the centerline of Dengar Avenue.

(BB) St. Ann's School - 20 mph - 7:00 a.m. to 4:00 p.m.

1. Texas Avenue - from a point 195 feet west of the centerline of "N" Street to a point 30 feet west of the centerline of "L" Street.
2. "N" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.

3. "M" Street - from the centerline of Illinois Avenue to a point 180 feet south of the centerline of Texas Avenue.
- (BC) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m.
1. Cuthbert Avenue - from a point 335 feet east of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue to a point 297 feet west of the centerline of "N" Street at its easternmost intersection with Cuthbert Avenue.
 2. Michigan Avenue - from a point 180 feet east of the centerline of North "N" Street to a point 180 feet west of the centerline of North "N" Street.
- (BD) Sam Houston Elementary School - 20 mph - 6:30 a.m. to 6:30 p.m.
1. Louisiana Avenue - from a point 285 feet east of the centerline of Garfield Street to a point 40 feet east of the centerline of "L" Street.
 2. "L" Street - from a point 238 feet south of the centerline of Louisiana Avenue to a point 150 feet north of the centerline of Louisiana Avenue.
 3. "N" Street - from a point 315 feet south of the centerline of Louisiana Avenue to a point 750 feet north of the centerline of Louisiana Avenue.
 4. "M" Street - from a point 250 feet south of the centerline of Louisiana Avenue to the centerline of Louisiana Avenue.
- (BE) San Jacinto Junior High School - 20 mph - 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 5:00 p.m.
1. Golf Course Road - from a point 208 feet east of the centerline of "N" Street to a point 185 feet west of the centerline of "N" Street.
 2. Garfield Street - from a point 287 feet south of the centerline of Community Lane to a point 287 feet north of the centerline of Community Lane.
- (BF) San Jacinto Junior High School - 20 mph - 7:00 a.m. to 5:00 p.m.
1. Community Lane - from a point 160 feet east of the centerline of Garfield Street to a point 120 feet east of the centerline of "N" Street.
 2. Douglas Avenue - from the centerline of "N" Street to a point 190 feet east of the centerline of "N" Street.
 3. Hodges Street - from the centerline of Community Lane to a point 225 feet north of the centerline of Community Lane.
 4. "N" Street - from a point 340 feet north of the centerline of Community Lane to a point 170 feet south of the centerline of Douglas Avenue.

- (BG) Santa Rita Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Bluebird Lane - from a point 215 feet east of the centerline of Whitman Street to a point 200 feet west of the centerline of Whitman Street.

- (BH) Santa Rita Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

Whitman Drive - from a point 760 feet north of the centerline of Bluebird Lane to a point 920 feet south of the centerline of Mockingbird Lane.

- (BI) Scharbauer Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Crowley Boulevard - from a point 250 feet south of the centerline of Hereford Boulevard to a point 575 feet north of the centerline of Hereford Boulevard.
2. Hereford Boulevard - from a point 250 feet south of the centerline of Homestead Boulevard to a point 136 feet north of the centerline of Crowley Boulevard.
3. Homestead Boulevard - from the centerline of Hereford Boulevard to a point 425 feet west of the centerline of Hereford Boulevard.

- (BJ) South Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Big Spring Street - from a point 220 feet north of the centerline of Dakota Street to a point 165 feet south of the centerline of Dakota Street.

- (BK) South Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Dakota Avenue - from a point 155 feet west of the centerline of Colorado Street to a point 240 feet east of the centerline of Main Street.
2. New Jersey Avenue - from a point 205 feet west of the centerline of Colorado Street to a point 235 feet east of the centerline of Main Street.
3. Colorado Street - from a point 145 feet south of the centerline of New Jersey Avenue to a point 230 feet north of the centerline of Dakota Avenue.
4. Loraine Street from a point 230 feet south of the centerline of New Jersey Avenue to the centerline of New Jersey Avenue.
5. Loraine Street - from the centerline of Dakota Avenue to a point 175 feet north of the centerline of Dakota Avenue.
6. Main Street - from a point 120 feet south of the centerline of New Jersey Avenue to a point 200 feet north of the centerline of Dakota Avenue.

(BL) Travis Elementary School - 20 mph - 6:30 a.m. to 4:00 p.m.

1. Gist Avenue - from a point 190 feet west of the centerline of Marshall Street to a point 170 feet east of the centerline of Atlanta Street.
2. Marshall Street - from the centerline of Gist Avenue to a point 205 feet north of the centerline of Gist Avenue.
3. Jefferson Street - from the centerline of Gist Avenue to a point 215 feet north of the centerline of Gist Avenue.
4. Atlanta Street - from the centerline of Gist Avenue to a point 190 feet north of the centerline of Gist Avenue.

(BM) Trinity Private School - 25 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

Wadley Avenue - from a point 150 feet west of the centerline of Godfrey Street to the centerline of Tarleton Street.

(BN) Trinity Private School - 20 mph - 7:30 a.m. to 8:30 a.m. and 2:45 p.m. to 4:45 p.m.

1. Godfrey Street - from a point 150 feet south of the centerline of Wadley Avenue to a point 265 feet south of the centerline of Trinity Drive.
2. Jordan Avenue - from a point 150 feet south of the centerline of Wadley Avenue to the centerline of Wadley Avenue.

(BO) Washington Elementary School - 20 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Indiana Avenue - from a point 225 feet west of the centerline of Tilden Street to a point 210 feet east of the centerline of Tilden Street.

(BP) Washington Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Wall Street - from a point 150 feet west of the centerline of Carver Street to the centerline of Calhoun Street.
2. Tilden Street - from a point 155 feet north of the centerline of Wall Street to a point 100 feet north of the centerline of Indiana Avenue.
3. Donald Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.
4. Lincoln Street - from a point 100 feet north of the centerline of Wall Street to the centerline of Wall Street.
5. Jackson Street - from a point 100 feet north of centerline of Wall Street to the centerline of Wall Street.

(BQ) West Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Missouri Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 255 feet east of the centerline of "N" Street.
2. Indiana Avenue - from a point 40 feet east of the centerline of Garfield Street to a point 155 feet east of the centerline of "N" Street.
3. "N" Street - from a point 200 feet north of the centerline of Missouri Avenue to a point 215 feet south of the centerline of Indiana Avenue.
4. "O" Street - from a point 165 feet north of the centerline of Missouri Avenue to the centerline of Missouri Avenue.

(BR) Yarbrough Elementary School - 20 mph - 7:00 a.m. to 4:30 p.m.

1. Shea Lane - from a point 340 feet east of the centerline of Hall of Fame Boulevard to a point 90 feet north of the centerline of Legends Boulevard.
2. Legends Boulevard - from the centerline of Shea Lane to a point 170 feet east of the centerline of Wagner Drive.
3. Wagner Street / Drive from a point 100 feet north of the centerline of Legends Boulevard to a point 100 feet south of the centerline of Riverfront Drive.
4. Riverfront Drive - from a point 215 feet west of the centerline of Coliseum Court to the centerline of Wagner Drive.

(BS) Yarbrough Elementary School - 25 mph - 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.

Avalon Drive - from a point 200 feet north of the centerline of Hall of Fame Boulevard to a point 200 feet south of the centerline of Hall of Fame Boulevard.

SECTION TWO. The Traffic Engineer is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's manual and specifications, indicating and carrying out the provisions of this ordinance.

SECTION THREE. That Ordinance No. 9961 is hereby expressly repealed; and 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. That the repeal of the ordinances or parts of ordinances effectuated by the enactment of this ordinance shall not be construed as abating any actions now pending under or by virtue of such ordinances or as discontinuing, abating, modifying, or altering any penalty accruing or as affecting the liability of any person, firm or corporation or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION FIVE. 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 SIX. 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 hundred dollars (\$200.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Michael Pacelli, City Traffic Engineer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 22
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Joseph Marynak, Planner
Subject: AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST HALF OF LOT 1, BLOCK 4, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SOUTH STREET, APPROXIMATELY 95 FEET WEST OF NORTH TYLER STREET), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA, (2) A REDUCED MINIMUM LOT WIDTH, AND (3) A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM LI, LIGHT INDUSTRIAL DISTRICT TO RR, REGIONAL RETAIL DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Ramona Ruiz, is requesting a Special Exception from the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions to be able to rezone her property to RR, Regional Retail District.

Recommended City Council Action:

Deny

Fiscal Impact:

No City funds are required to process this request.

Discussion:

The applicant's property is located behind 511 North Tyler Street and the location of a defunct garage. The applicant is requesting a special exception to the minimum lot dimensions for the proposed RR, Regional Retail District to be able to proceed with her application of rezoning her property to be able to open a barbershop. The first reading of the zone change for this property from LI, Light Industrial District to RR, Regional Retail District was approved by the City Council on July 14, 2020. The second reading has been postponed pending approval of this special exception.

The property is currently zoned LI, Light Industrial District and meets the minimum lot dimensions for that district; however, the property does not meet the minimum lot dimensions for the proposed RR, Regional Retail District.

Per our City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart:

RR, Regional Retail District
Lot Dimensions

Minimum Lot Area: 8,000 Square Feet
Minimum Lot Width: 60 Feet
Minimum Lot Depth: 100 Feet

As shown on the survey (Exhibit A) provided, the current lot area is 3,500 square feet, the current lot width is 50 feet, and the current lot depth is 70 feet.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

Engineering: (Approved)

No objection to zone change.

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.

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.

No objection to zone change.

Fire: (Approved)

No objections.

Code Compliance: (Approved)

No Oil or Gas issues.

Building: (Approved)

No objections with the exception of an acceptable fire separation from existing structures on the same lot. The Building Department must be able to distinguish a two-hour fire separation between the proposed project and any existing structures. Building permits must be pulled.

Planning:

As this request represents a deviation from the existing Zoning Ordinance, staff would recommend denial of this application for a Special Exception to the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart.

Should the City Council approve this request, the property shall be subject to conditions A through E.

Conditions:

A. That the property shall significantly conform to the site plan shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.

B. That the minimum lot area of this property shall be 3,500 square feet.

C. That the minimum lot width shall be 50 feet.

D. That the minimum lot depth shall be 70 feet.

E. That said special exception shall be of no force or effect unless and until the property is rezoned as RR, Regional Retail District.

Letters of Objection:

As of September 16, 2020, staff has not received any letters of objection.

Attachments:

Survey (Exhibit A)
Application
Maps

Robert Palmer

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST HALF OF LOT 1, BLOCK 4, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF SOUTH STREET, APPROXIMATELY 95 FEET WEST OF NORTH TYLER STREET), BY PERMITTING (1) A REDUCED MINIMUM LOT AREA, (2) A REDUCED MINIMUM LOT WIDTH, AND (3) A REDUCED MINIMUM LOT DEPTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM LI, LIGHT INDUSTRIAL DISTRICT TO RR, REGIONAL RETAIL DISTRICT; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION

WHEREAS, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 (“Section 11-1-7”) of the Midland City Code; and

WHEREAS, Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

WHEREAS, the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

WHEREAS, the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

WHEREAS, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Code, pursuant to Section 11-1-7, for the

purposes herein stated, subject to special conditions;

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

SECTION ONE. That a special exception is hereby granted for the property described as the west half of Lot 1, Block 4, Moody Addition, City and County of Midland, Texas (the “Property”). Said special exception shall allow (1) a reduced minimum lot area, (2) a reduced minimum lot width, and (3) a reduced minimum lot depth in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from LI, Light Industrial District to RR, Regional Retail District.

SECTION TWO. That said special exception is subject to the following special conditions:

- A. That the dimensions of the Property shall conform to the dimensions shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.
- B. That the minimum lot area shall be 3,500 square feet.
- C. That the minimum lot width shall be 50 feet.
- D. That the minimum lot depth shall be 70 feet.
- E. That said special exception shall be of no force or effect unless and until the Property is rezoned as described in Section One of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section,

subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2020; 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., 2020, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

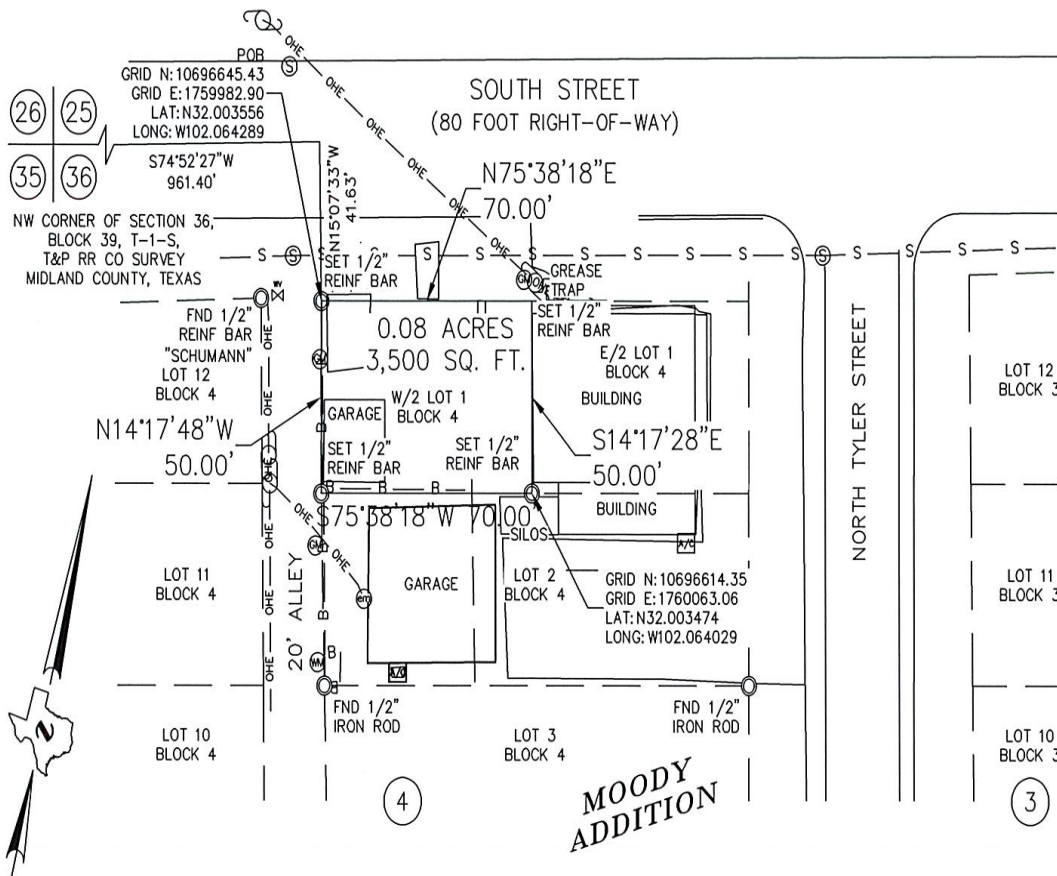
APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



LEGEND:

- S — SEWER LINE
- B — BRICK FENCE
- OHE — OVERHEAD ELECTRIC
- ⊙ UTILITY POLE
- ⊕ ELECTRIC METER
- ⊕ A/C AIR CONDITIONER
- ⊕ GM GAS METER
- ⊕ CLEAN OUT
- ⊕ WM WATER METER
- ⊕ WV WATER VALVE
- ⊕ S SANITARY SEWER MANHOLE
- ⊕ MONUMENT AS DESCRIBED

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 0.08 ACRE TRACT OF LAND, ALSO KNOWN AS WEST/2 F LOT 1, BLOCK 4, MOODY ADDITION, OUT OF THE NORTHWEST/4 OF SECTION 36, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 36 BEARS NORTH 15°01'33" WEST 41.63 FEET, AND SOUTH 74°52'27" WEST 961.40 FEET;

THENCE NORTH 75°38'18" EAST 70.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 14°17'28" EAST 50.00 FEET TO A 1/2" REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°38'18" WEST 70.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 14°17'28" WEST 50.00 FEET TO THE PLACE OF BEGINNING.

SURVEY

W/2 LOT 1
BLOCK 4

MOODY ADDITION

AN ADDITION TO THE CITY OF MIDLAND,
AS PER PLAT OF RECORD IN
VOLUME 1, PAGE 48, DEED RECORDS,

MIDLAND COUNTY, TEXAS

September 22, 2020

SCALE: 1" = 50' JOB NO.: 77,346

Surveyor Certification

TO THE LIENHOLDERS, RAMONA L RUIZ

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 20TH DAY OF MARCH, 2020

[Signature]

RJ DAUM
TEXAS RPLS 4826 **PACKET**



NOTES:
BEARINGS AND DISTANCES SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
THIS SURVEY WAS PREPARED WITH BENEFIT OF TITLE COMMITMENT OF NO. 306400 EFFECTIVE DATE FEBRUARY 28, 2020 ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY.
ORDINANCE NO. 3525 BLANKET RIGHT OF WAY LICENSE EXECUTED BY THE CITY OF MIDLAND TO WESTERN GAS RESOURCES, INC., DATED SEPTEMBER 11, 2001, AND RECORDED IN VOLUME 1910, PAGE 176, OFFICIAL RECORDS OF MIDLAND COUNTY, TEXAS.
COVERING EASTOVER ADDITION AND MOODY ADDITION, VACATING AND ABANDONING OF SAID PORTION OF NORTH ADAMS STREET AND THE WIDENING OF A PORTION OF EAST TEXAS AVENUE AND THE EXTENSION OF JESSE STREET AND SUBJECT TO EXISTING EASEMENTS IN SAID STREETS, EXECUTED BY THE CITY OF MIDLAND, TEXAS, TO THE PUBLIC DATED MAY 26, 1959, AND RECORDED IN VOLUME 294, PAGE 336, DEED RECORDS OF MIDLAND COUNTY, TEXAS.
MONUMENTS ARE A 1/2" REINFORCING BAR SET WITH PLASTIC CAP STAMPED "SCHUMANN" UNLESS OTHERWISE NOTED.

SCHUMANN

ENGINEERING CO.

A LATERAL LAND COMPANY

CIVIL ENGINEERING - LAND SURVEYING

800 N. WARREN STREET, SUITE 100
MIDLAND, TEXAS 79701

TELEPHONE: (432) 684-5548 FAX: (432) 684-5548



Special Exception Application

Project Number: **E-20-0040**

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)Printed Name: Ramona RuizPhone (432) 212-7523
Email _____

Address

3600 S canty Rd 1230 #248

City

MidlandState TXZip 79706**Property Owner**Printed Name: Ramona RuizPhone ()
Email _____

Address

3600 S county Rd 1230 #248

City

MidlandState TXZip 79706**Representative** (if different from Applicant or Property Owner)

Firm: _____

Printed Name: _____

Phone ()
Email _____

Address

City

State

Zip

Street Address: 511 N Tyler St**Legal Description**Lot: 1 Block: 4 Subdivision: _____**Current Zoning:** _____**This property qualifies as an exception to the City Code because:**

- ☒ It is an expansion of a nonconforming use.
- ☐ There are existing nonconforming structures in the area.
- ☐ The addition of architectural or other projections of a minor extent.

Reason for Request: exception of lot size**Submittal and Fees****Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
 - Parking
 - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures

Applicant (signature):

Ramona Ruiz

Date:

08/21/2020

Applicant (printed):

Ramona Ruiz

Property Owner (signature):

Ramona Ruiz

Date:

08/21/2020

Property Owner (printed):

Ramona Ruiz

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this _____ day of _____, 20 ____, to certify which witness my hand and seal of office.

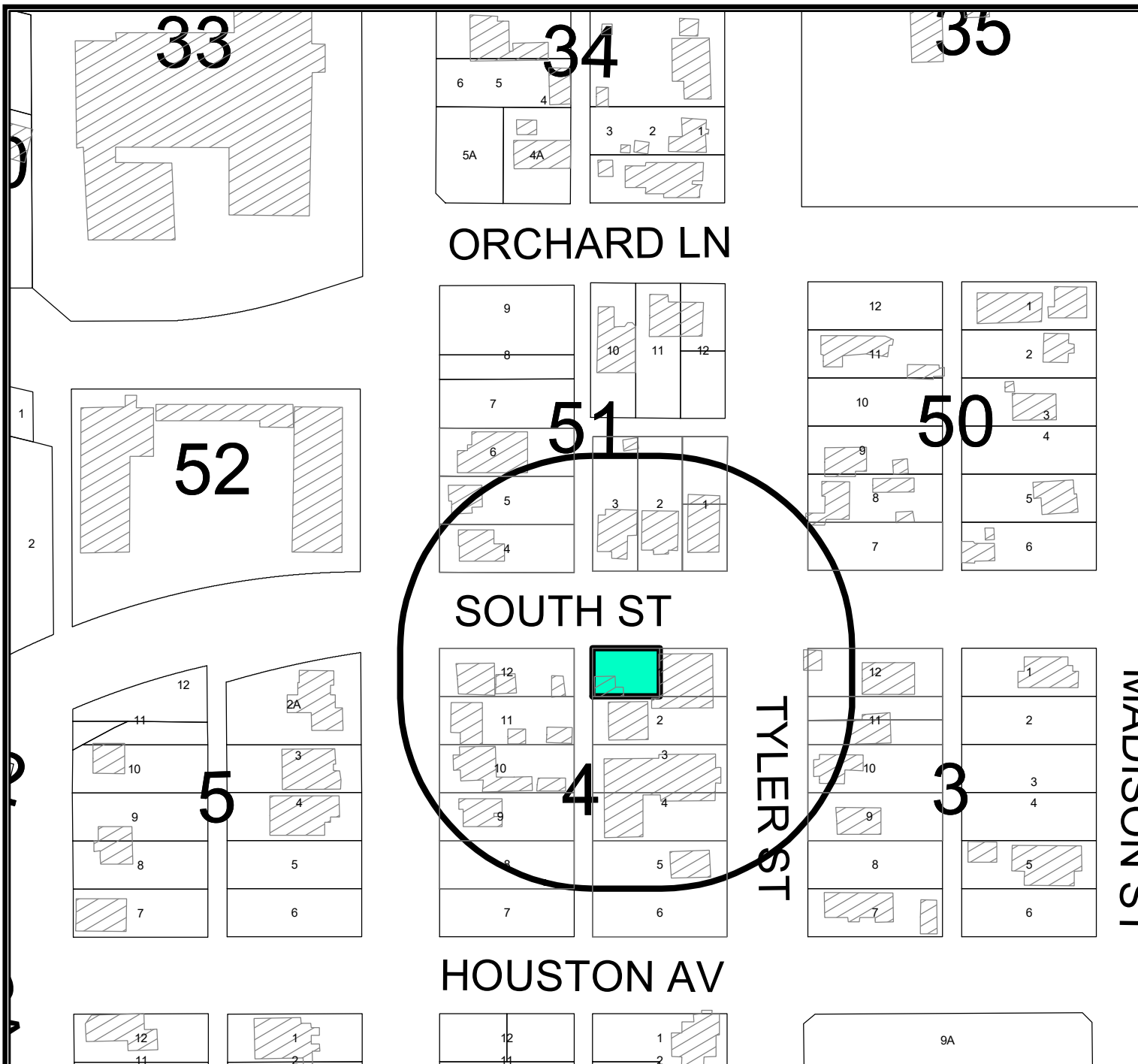
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY☐ Property Owner Authorization☐ Dimensioned Site Plan☐ Application Fee☐ Plans in Digital Format (PDF/JPEG)

Check # _____

Received By:

Date:



E-20-0040

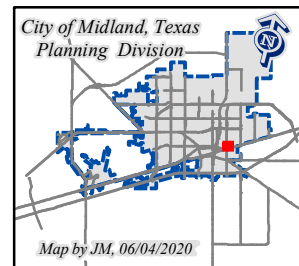
Scale: 1" = 250'

Consider a request by Ramona Ruiz, for a special exception from the City of Midland Zoning Ordinance, Section 5.05 – Nonresidential Zoning District Dimensional Regulations Chart, concerning the minimum lot dimensions on the west half of Lot 1, Block 4, Moody Addition, City and County of Midland, Texas.

Generally located on the south side of South Street, approximately 175 feet west of North Tyler Street (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

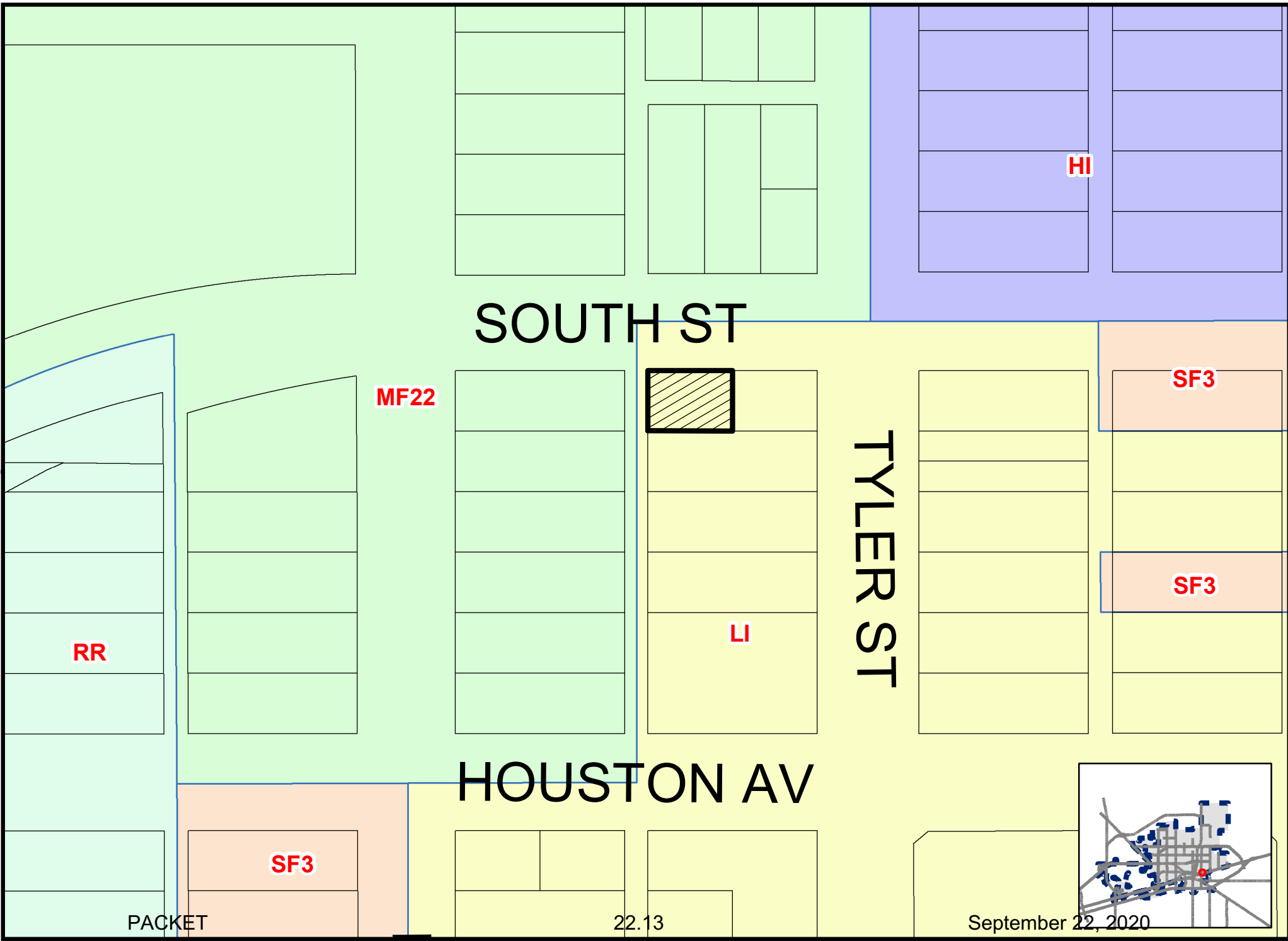


©THE CITY OF MIDLAND - 2020

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING OR IS IT DESIGNED TO BE USED AS A SURVEY 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.

September 22, 2020



PACKET

22.13

September 22, 2020













City Council Meeting

Item Number: 23
Meeting Date: September 22, 2020
To: City Council / City Manager
From: Jeff Pinkstaff,
Subject:

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE UNCOMPLETED RESIDENTIAL STRUCTURE LOCATED ON LOT 3, BLOCK 2, SOLOMON ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 5117 ALYSHEBA LANE, MIDLAND, TEXAS 79705) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION (DEVELOPMENT SERVICES)

Purpose:

Seeking a resolution approving the issuance of an order finding the uncompleted residential structure located of Lot 3, Block 2, Solomon Estates Addition, City and County of Midland, Texas (Generally located at 5117 Alysheba Lane, Midland, Texas 79705) to be a substandard building and ordering the owner(s) of said building and lienholder(s) and mortgagee(s) having an interest in said building, if any, to take abatement action as specified in the order, and, if said abatement actions is not taken, authorizing the City of Midland to take abatement action.

Recommended City Council Action:

Approve

Fiscal Impact:

NA

Discussion:

The property in question is an uncompleted and unpermitted residential building that fits the description of a substandard building and public nuisance. The first building permit was issued on May 5th, 2013. No less than five different building permits have been take out for the same structure since then. Five different general contractors have been involved in the construction

of this project. The last inspection performed was on November 13th, 2019 and the last active permit expired on May 13th, 2020. Many required inspections have yet to take place and much work still needs to be done before the project is complete and habitable. There are no residents or tenants currently occupying the structure, however the property is not secure from entry.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF AN ORDER FINDING THE UNCOMPLETED RESIDENTIAL STRUCTURE LOCATED ON LOT 3, BLOCK 2, SOLOMON ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 5117 ALYSHEBA LANE, MIDLAND, TEXAS 79705) TO BE A SUBSTANDARD BUILDING AND ORDERING THE OWNER(S) OF SAID BUILDING AND LIENHOLDER(S) AND MORTGAGEE(S) HAVING AN INTEREST IN SAID BUILDING, IF ANY, TO TAKE ABATEMENT ACTION AS SPECIFIED IN THE ORDER, AND, IF SAID ABATEMENT ACTION IS NOT TAKEN, AUTHORIZING THE CITY OF MIDLAND TO TAKE ABATEMENT ACTION

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of an order finding the Building described in the caption hereof to be a Substandard Building and ordering the owner(s) of said building and lienholder(s) and mortgagee(s) having an interest in said building, if any, to take certain abatement action and, if said action is not taken, authorizing the City of Midland to take abatement action;

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

SECTION ONE. That all recitals in the order, which is attached hereto as Exhibit “A” and incorporated herein for all purposes, are hereby adopted and approved for all purposes.

SECTION TWO. That the order is hereby approved, and the Mayor is hereby authorized and directed to sign and issue the order on behalf of the City Council.

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., 2020, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, Assistant City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD BUILDING LOCATED AT 5117 ALYSHEBA LANE, MIDLAND, TEXAS 79705, ON LOT 3, BLOCK 2, SOLOMON ESTATES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on September 22, 2020, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the uncompleted residential structure located at 5117 Alysheba Lane, Midland, Texas 79705, on Lot 3, Block 2, Solomon Estates Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-7 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-7 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-7 of the City Code;

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

- I. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following actions:
 - A. Repair the Building as follows:
 1. Weatherproof all lumber so as to prevent decay and rot in accordance with Section R317 of the 2015 International Residential Code that was in effect as the City’s Residential Code when construction of the Building first commenced (the “2015 IRC”).
 2. Repair and install house wrap in accordance with the requirements set forth in Sections R703.1 and R703.2 of the 2015 IRC.

3. Repair or replace exterior walls, including exterior insulation and finish systems, to prevent exposure to the elements in accordance with Sections R602 and R703 of the 2015 IRC.
 4. Repair and install the roof system and flashing in accordance with Section R903 of the 2015 IRC.
 5. Install window tape in accordance with Section R703.4 of the 2015 IRC.
 6. Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction, in accordance with Section R319.1 of the 2015 IRC.
 7. Cause a licensed structural engineer to (1) inspect the Building for structural deficiencies and (2) submit a report to the Building Official regarding the condition of the Building, including any structural deficiencies found by the structural engineer, in accordance with Section R104.4 of the 2015 IRC.
 8. Make all repairs and take all actions necessary to remedy all structural deficiencies found by the structural engineer that constitute violations of the Minimum Standards..
 9. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards.
 10. Perform all of the work described herein in accordance with the 2015 IRC.
 11. Obtain applicable permits before performing work on the Building in accordance with Section R105 of the 2015 IRC.
 12. Complete all required inspections under applicable valid and active permits as required by Section R109 of the 2015 IRC.
- B. Demolish the Building if the actions described in Article IA above cannot or will not be completed.
- II. That, in taking the actions described in Article IA above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
- A. Have repairs commence under required permits held by appropriate contractors. Such repairs shall continue without interruption until completion. Upon completion of said repairs, all permitted repairs shall have received required approved inspections.
 - B. Cause the Building to be demolished under permits held by appropriate contractors if the actions described in Article IA above cannot or will not be completed.
- III. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required actions described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action: demolish the Building. If the City incurs expenses in taking said action, the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.

- IV. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
- V. That within 10 days after the date of this Order, the City shall:
- A. file a copy of the Order in the City Secretary's Office; and
 - B. publish in a newspaper of general circulation in the City a notice containing:
 - 1. the street address or legal description of the property;
 - 2. the date of the hearing;
 - 3. a brief statement indicating the results of the Order; and
 - 4. instructions stating where a complete copy of the Order may be obtained.
- VI. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 22 DAY OF SEPTEMBER, 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



September 10, 2020

GTHCC, Inc.
ATTN: Jarnail Sihota, President
4300 W. Wall Ave.
Midland, TX 79703

NOTICE OF VIOLATION AND PUBLIC HEARING

Re: Notice of violation and public hearing regarding the uncompleted residential structure located at 5117 Alysheba Lane, Midland, Texas 79705, on Lot 3, Block 2, Solomon Estates Addition, City and County of Midland, Texas (the "Building").

Greetings:

According to the records described by Section 214.001(q) of the Texas Local Government Code, each of the following is an owner, a lienholder, or a mortgagee of the above-described Building or property: **GTHCC, Inc., 4300 W. Wall Ave., Midland, TX 79703; A. Sangha Investments, Inc., 4300 W. Wall, Midland, TX 79703; BB&S Investments, 4300 W. Wall St., Midland, TX 79701; Jarnail Sihota, 2004 N. Golf Course Rd., Midland, TX 79705; Jarnail Sihota, 2004 W. Golf Course Rd., Midland, TX 79705; Henry Aguirre, d/b/a Concrete Plus, 301 East County Road 150, Midland, TX 79706; Troy Vines Inc., 9020 N. Capital of TX Hwy., Bldg. II, Suite 250, Midland, TX 78759; Troy Vines Inc., 9020 N. Capital of TX Hwy., Bldg. II, Suite 250, Austin, TX 78759; Internal Revenue Service, 5450 Stratum Dr., Suite 150, Fort Worth, TX 76137; and US Foods, Inc., in care of Barnett & Garcia P.L.L.C., 3821 Juniper Trace, Suite 108, Austin, TX 78738.** If you no longer own or have an interest in the Building or the affected property, you must execute an affidavit stating that you no longer own or have an interest in the Building or the property and stating the name and last known address of the person who acquired the interest from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date of this letter. If the City does not receive the affidavit, it will be presumed that you own or have an interest in the Building or the property described in this notice.

This letter is your official notice of violation and notice of a public hearing. The City of Midland's Building Official has identified the above-described Building as a Substandard Building because it is in violation of the Minimum

300 N. LORAIN
MIDLAND, TX 79701
(432)685-7390
23.25

PACKET

September 22, 2020

Standards according to Section 4-8-7 of the Midland Municipal Code. The following conditions of the Building were identified as violations of the Minimum Standards:

1. Lumber is improperly protected from the elements, which violates Sections R317.1 and R703.1 of the 2015 International Residential Code that was in effect as the City's Residential Code when construction of the Building first commenced (the "2015 IRC"). There are obvious signs that the lumber was and continues to be exposed to the elements both externally and internally
2. House wrap is in obvious disrepair in violation of Sections R703.1 and R703.2 of the 2015 IRC.
3. Exterior insulation and finish systems work was not completed, leaving underlaid sheathing exposed in violation of Sections R703.9 and N1101.11 of the 2015 IRC.
4. The roof system is not complete, which has resulted in pieces detaching in high winds in violation of the roofing and flashing requirements of Section R903 of the 2015 IRC.
5. Window tape was either not installed, not installed correctly, or came loose in violation of Section R703.4 of the 2015 IRC.
6. A legible address identification is not visible from the street, which violates of Section R319.1 of the 2015 IRC.
7. The Building Official requested that the owner of the Building have a structural engineer submit to the Building Official a report regarding the Building's possible structural deficiencies; however, no such report has been submitted to the Building Official, which is a violation of Section R104.4 of the 2015 IRC.
8. Building permits and trade permits required under Section R105.1 of the 2015 IRC for work on the Building have expired under Section R.105.5 of the 2015 IRC.
9. Required inspections have not been completed, which is a violation of Section R109 of the 2015 IRC.

The Building Official has determined that the Building is a hazard to the health, safety, or general welfare of its occupants (if any), the citizens of the City of Midland, Texas, and the public, and is a public nuisance. The Building Official has determined that the Building should be repaired as follows:

1. Weatherproof all lumber so as to prevent decay and rot in accordance with Section R317 of the 2015 IRC.
2. Repair and install house wrap in accordance with the requirements set forth in Sections R703.1 and R703.2 of the 2015 IRC.
3. Repair or replace exterior walls, including exterior insulation and finish systems, to prevent exposure to the elements in accordance with Sections R602 and R703 of the 2015 IRC.
4. Repair and install the roof system and flashing in accordance with Section R903 of the 2015 IRC.
5. Install window tape in accordance with Section R703.4 of the 2015 IRC.

6. Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction, in accordance with Section R319.1 of the 2015 IRC.
7. Cause a licensed structural engineer to (1) inspect the Building for structural deficiencies and (2) submit a report to the Building Official regarding the condition of the Building, including any structural deficiencies found by the structural engineer, in accordance with Section R104.4 of the 2015 IRC.
8. Make all repairs and take all actions necessary to remedy any structural deficiencies found by the structural engineer that constitute violations of the Minimum Standards.
9. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards.
10. Perform all of the work described herein in accordance with the 2015 IRC.
11. Obtain applicable permits before performing work on the Building in accordance with Section R105 of the 2015 IRC.
12. Complete all required inspections under applicable valid and active permits as required by Section R109 of the 2015 IRC.

The Building Official has determined that the Building should be demolished if the above-described abatement actions are not taken.

A public hearing before the City Council has been scheduled for September 22, 2020, at 10:00am in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, on the issues of whether the Building is a Substandard Building and whether the abatement action(s) described above or other abatement action(s) should be taken. As an owner, a lienholder, or a mortgagee, you will be required to submit at the public hearing proof of the scope of any work that may be required to comply with the City's ordinances and the time it will take to reasonably perform the work.

IF THE CITY COUNCIL ORDERS THAT ABATEMENT ACTION BE TAKEN, THE FAILURE OF THE OWNER, LIENHOLDER, OR MORTGAGEE TO TAKE THE ORDERED ACTION MAY RESULT IN THE CITY TAKING ABATEMENT ACTION, INCLUDING THE POSSIBLE DEMOLITION OF THE BUILDING. IF THE CITY INCURS EXPENSES WHILE TAKING ABATEMENT ACTION, THE CITY MAY ASSESS THE EXPENSES ON, AND THE CITY WILL HAVE A LIEN AGAINST, UNLESS IT IS A HOMESTEAD AS PROTECTED BY THE TEXAS CONSTITUTION, THE PROPERTY ON WHICH THE BUILDING WAS LOCATED.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Jeff Pinkstaff
Building Official
City of Midland

**AN ORDER OF THE CITY COUNCIL OF THE CITY OF MIDLAND,
TEXAS, REGARDING THE ABATEMENT OF A SUBSTANDARD
BUILDING LOCATED AT 5117 ALYSHEBA LANE, MIDLAND,
TEXAS 79705, ON LOT 3, BLOCK 2, SOLOMON ESTATES
ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS**

WHEREAS, the City Council of the City of Midland, Texas, at a meeting at 10:00 a.m. on September 22, 2020, in the Council Chamber at City Hall located at 300 North Loraine, Midland, Texas 79701, conducted a public hearing concerning the uncompleted residential structure located at 5117 Alysheba Lane, Midland, Texas 79705, on Lot 3, Block 2, Solomon Estates Addition, City and County of Midland, Texas (the “Building”); and

WHEREAS, the City Council finds that all notices of said public hearing were provided in accordance with Section 4-8-7 of the City Code and applicable state law; and

WHEREAS, the City Council takes notice of and incorporates all evidence presented to the City Council, including the issuance of notices, for its consideration of this matter and incorporates the same into the body of this Order for all purposes; and

WHEREAS, based upon the evidence presented, the City Council finds that the Building is in violation of the Minimum Standards as set out in Section 4-8-7 of the City Code, contains nuisance conditions that render it a hazard to the public health, safety, and welfare and that endanger or are likely to endanger persons or property, and is a Substandard Building as defined as defined in Section 4-8-7 of the City Code;

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY COUNCIL
OF THE CITY OF MIDLAND, TEXAS:**

- I. That the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) of the Building shall within 30 days complete the following actions:
 - A. Repair the Building as follows:
 1. Weatherproof all lumber so as to prevent decay and rot in accordance with Section R317 of the 2015 International Residential Code that was in effect as the City’s Residential Code when construction of the Building first commenced (the “2015 IRC”).
 2. Repair and install house wrap in accordance with the requirements set forth in Sections R703.1 and R703.2 of the 2015 IRC.

3. Repair or replace exterior walls, including exterior insulation and finish systems, to prevent exposure to the elements in accordance with Sections R602 and R703 of the 2015 IRC.
 4. Repair and install the roof system and flashing in accordance with Section R903 of the 2015 IRC.
 5. Install window tape in accordance with Section R703.4 of the 2015 IRC.
 6. Cause a legible address identification to be visible from the street at all times by permanent or temporary means, including during construction, in accordance with Section R319.1 of the 2015 IRC.
 7. Cause a licensed structural engineer to (1) inspect the Building for structural deficiencies and (2) submit a report to the Building Official regarding the condition of the Building, including any structural deficiencies found by the structural engineer, in accordance with Section R104.4 of the 2015 IRC.
 8. Make all repairs and take all actions necessary to remedy all structural deficiencies found by the structural engineer that constitute violations of the Minimum Standards..
 9. Make all other repairs and take all other actions necessary for the Building to satisfy the Minimum Standards.
 10. Perform all of the work described herein in accordance with the 2015 IRC.
 11. Obtain applicable permits before performing work on the Building in accordance with Section R105 of the 2015 IRC.
 12. Complete all required inspections under applicable valid and active permits as required by Section R109 of the 2015 IRC.
- B. Demolish the Building if the actions described in Article IA above cannot or will not be completed.
- II. That, in taking the actions described in Article IA above, the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) shall:
- A. Have repairs commence under required permits held by appropriate contractors. Such repairs shall continue without interruption until completion. Upon completion of said repairs, all permitted repairs shall have received required approved inspections.
 - B. Cause the Building to be demolished under permits held by appropriate contractors if the actions described in Article IA above cannot or will not be completed.
- III. That if the owner(s), lienholder(s) (if any), or mortgagee(s) (if any) fail to complete the required actions described above within the allotted time, the Building Official is authorized, on behalf of the City, to take the following action: demolish the Building. If the City incurs expenses in taking said action, the City may assess the expenses on, and the City may have a lien against, unless it is a homestead as protected by the Texas Constitution, the property on which the Building was located in accordance with applicable law.

- IV. That the City shall promptly mail by certified mail with return receipt requested, deliver by the United States Postal Service using signature confirmation service, or personally deliver a copy of this Order to the owner(s) of the Building and to any lienholder(s) or mortgagee(s) of the Building, as determined through the use of the City's best efforts.
- V. That within 10 days after the date of this Order, the City shall:
- A. file a copy of the Order in the City Secretary's Office; and
 - B. publish in a newspaper of general circulation in the City a notice containing:
 - 1. the street address or legal description of the property;
 - 2. the date of the hearing;
 - 3. a brief statement indicating the results of the Order; and
 - 4. instructions stating where a complete copy of the Order may be obtained.
- VI. That this Order is the final decision of the City of Midland, Texas.

ORDERED THIS 22 DAY OF SEPTEMBER, 2020.

Patrick N. Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

BOARDS AND COMMISSIONS OF THE CITY OF MIDLAND

September 22, 2020

AIRPORT PLANNING AND DEVELOPMENT BOARD

(Advisory)

(Membership-10; Terms - 3 Years expiring 3-3-4.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
John Trischitti III	*09/13	Sept 30 2020	Sept 30 2020
Bill Dingus	09/14	Sept 30 2020	Sept 30 2020
Wes Reeves	08/15*	Sept 30 2020	Sept 30 2023
Keith Valentine	04/15*	Sept 30 2020	Sept 30 2023
Armand "Chip" Smith	09/18	Sept 30 2021	Sept 30 2024
Nick Hood	09/15	Sept 30 2021	Sept 30 2021
Earl Erdman	02/16*	Sept 30 2022	Sept 30 2022
Scooter Brown	09/16	Sept 30 2022	Sept 30 2022
Justin Kuethe	09/19	Sept 30 2022	Sept 30 2025
Nick McClure	09/19	Sept 30 2022	Sept 30 2025

Justine Ruff (Liaison)

Ex-Officio members are Earl Erdman and Harry Spannaus, the City Manager and the City Attorney. The Secretary is the Director of Aviation.

ANIMAL SERVICES ADVISORY COMMISSION

(Advisory)

(Membership - 7; Terms - 4 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Leah Lewis	09/17	Sept 30 2021	Sept 30 2025
Robert "Robin" Donnelly	11/13	Sept 30 2021	Sept 30 2021
Dr. (Erickson) Lee (Veterinarian)	05/14	Sept 30 2022	Sept 30 2022
Alyson Dial	09/18	Sept 30 2022	Sept 30 2026
Dr. J. Annette Jensen (Veterinarian)	04/20	Sept 30 2024	Sept 30 2028
Tasha Sport	04/20	Sept 30 2024	Sept 30 2028
Sharla Hotchkiss	04/20	Sept 30 2024	Sept 30 2028

Leah Lewis (Liasion)

**BUILDING AND FIRE CODE REVIEW COMMITTEE/CONSTRUCTION BOARD OF
ADJUSTMENTS & APPEALS**

(Membership – 9; Terms – 6 Years)

Shall consist of two architects, a fire protection contractor or specialist, a general contractor, an electrical contractor, a homebuilder, a plumbing and mechanical contractor, a structural engineer, a City Council Liaison

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Ryan Almand (Electrical Contractor)	12/18	Sept 30 2024	Sept 30 2030
Jay Bradford (Architect)	12/18	Sept 30 2024	Sept 30 2030
Ron Ainsworth (Plumbing & Mechanical Contractor)	12/18	Sept 30 2024	Sept 30 2030
T.J. McClure (Architect)	12/18	Sept 30 2024	Sept 30 2030
Laurence Oeth (Structural Engineer)	12/18	Sept 30 2024	Sept 30 2030
David Hickman (Fire Protection)	12/18	Sept 30 2024	Sept 30 2030
Gary Glasscock (General Contractor)	12/18	Sept 30 2024	Sept 30 2030
Robert Anderson (Homebuilder)	12/18	Sept 30 2024	Sept 30 2030
Jeff Pinkstaff (Liaison)	12/18	Sept 30 2024	Sept 30 2030

CAPITAL IMPROVEMENT ADVISORY COMMITTEE

(Advisory)

(Membership – 7)

A minimum of 40% must be representative of real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity.)

	<u>Appt Date</u>
Carl Craig	10/19
Walter Pate	06/18
Mark Payne	06/18
Courtney Black	06/18
Brian Sales	06/18
Chuck Harrington	06/18
Jose Ortiz	06/18

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory)

(Membership - 7; Terms - 2 Years Staggered)

4 2020, 3 -2021

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Joey Hopkins	10/18	Sept 30 2020	Sept 30 2022
Ashlee Nelson	10/18	Sept 30 2020	Sept 30 2022
Alex Singh	10/18	Sept 30 2020	Sept 30 2022
Becky Wisdom	10/18	Sept 30 2020	Sept 30 2022
Ellen K. Ramsey	10/18	Sept 30 2021	Sept 30 2023
Kate Williamson	10/18	Sept 30 2021	Sept 30 2023
David Blackketter	10/18	Sept 30 2021	Sept 30 2023
Amy Turner (Liaison)			
Lori Blong (Council Liasion)			
PACKET	24.2	September 22, 2020	

* Indicates appointment to an unexpired term.

MANAGED COMPETITION COMMITTEE

(Ad Hoc)

	<u>Appt. Date</u>
Jon Morgan	01/02
Wes Perry	01/02
Roy Nelson	01/02
Hugh "Andy" Shaffer	12/03
Scott Dufford	01/02
Ted Tipton	04/04
Kevin Sparks	11/07
Scott Lovett	04/10
P. Lourcey Sams	04/10

Ex-Officio members are the Mayor and the City Manager.

MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

Five Directors, Elected by Local Taxing Entities.
City Nominates/Cast Vote for one Director
(Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Robert McNaughton	11/15	Dec 31 2021

MIDLAND DEVELOPMENT CORPORATION

(Membership - 7; Terms -3 Years - Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Chase Gardaphe	01/19	Jan 14 2022	Jan 14 2025
Wesley Bownds	07/15*	Jan 14 2022	Jan 14 2022
Barry Simpson	01/19	Jan 14 2022	Jan 14 2025
Stephen Lowery	01/17	Jan 14 2023	Jan 14 2023
P Lourcey Sams	04/20	Jan 14 2023	Jan 14 2026
Jill Pennington	04/20	Jan 14 2023	Jan 14 2026
Elaine Bedell	04/20	Jan 14 2023	Jan 14 2026

MIDLAND FRESH WATER SUPPLY DISTRICT #1

(Ad Hoc)

(3 Non Voting Members)

	<u>Appt Date</u>
Wes Perry	05/12
Gary Harris	05/12
Wayne Merritt	05/12

MIDLAND HIGHER EDUCATION FACILITIES CORPORATION

(Membership - 7; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Steve Jones	09/08*	Jan 1 2010	Jan 1 2012
Cathy Oestmann	11/05*	Jan 1 2010	Jan 1 2010
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2007	
Vacancy		Jan 1 2009	
Curt Kamradt	11/05*	Jan 1 2014	Jan 1 2014

Sharla Hotchkiss (Liaison)

MIDLAND HOUSING AUTHORITY COMMISSION

(Membership - 5; Terms - 2 Years expiring 2 even & 3 odd.)

Appointments Made by Mayor (LGC 392.031)

	<u>Appt Date</u>	<u>Term Expires</u>
Dennis Bade	09/12	Oct 2020
Marjorie McQuerry	10/16	Oct 2020
Brandon Bradley	09/17	Oct 2021
Sylvester Cantu	09/18*	Oct 2021
Cheryl Wadley (Resident Commissioner)	11/19	Oct 2021

Isaac Garnett (Staff Liasion)

MIDLAND MUNICIPAL MANAGEMENT DISTRICT BOARD

(Ad Hoc)

	<u>Appt. Date</u>
Vacancy	
W. L. "Scooter" Brown	09/04
Vacancy	
Richard Hatchett	11/08
Vacancy	
Ted H. Jones	09/04
Mitch Malouf	11/08
Christi Newton	09/04
Dan Rush	09/04

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD

(Decision Making)

(Membership - 6; Terms - 2 Years Staggered)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
VACANT (Westmoreland)	06/18*	Sept 30 2020	Sept 30 2022
E. J. Baldridge	10/18	Sept 30 2020	Sept 30 2022
Iris Foster	06/18*	Sept 30 2020	Sept 30 2022
Joseph Sanchez	12/19	Sept 30 2021	Sept 30 2023
Jack Ladd	07/20	Sept 30 2022	Sept 30 2024
John Norman	07/20	Sept 30 2022	Sept 30 2024

OIL AND GAS ADVISORY COMMITTEE

(Advisory)

(Membership – 5; Terms – 3 Years expiring 2-2-1)

2 real property developer, real estate sales, or developer; 3 Lic. petroleum engineer, engineer w/ bachelor, or geologist

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Court Adkins (Petroleum Eng.)	09/17	Sept 30 2020	Sept 30 2023
Stephen Brumley (Petroleum Eng.)	11/15	Sept 30 2021	Sept 30 2021
Bill Lanier (Real Estate)	09/18	Sept 30 2021	Sept 30 2024
Scott Bowden (Real Estate)	10/19	Sept 30 2022	Sept 30 2025
Ross Klabon (Petroleum Eng.)	10/19	Sept 30 2022	Sept 30 2025

PARKS AND RECREATION COMMISSION

(Advisory)

(Membership - 9; Terms - 3 Years expiring 3-3-3.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Lisa Fitzgerald	09/17	Sept 30 2020	Sept 30 2023
Dal Watson (Effective October 2020)	09/20	Sept 30 2023	sept 30 2026
Michael Harris	09/14	Sept 30 2020	Sept 30 2020
Ron Stroman (Effective October 2020)	09/20	Sept 30 2023	Sept 30 2026
Shirley Howard	02/16*	Sept 30 2021	Sept 30 2024
Connie Ferguson	09/16	Sept 30 2022	Sept 30 2022
Stephanie Martin	10/16	Sept 30 2022	Sept 30 2022
Laura Smith	10/19	Sept 30 2022	Sept 30 2025
Francis Schammel	10/19	Sept 30 2022	Sept 30 2025
Susannah Prucka	04/20	Sept 30 2023	Sept 30 2026
Lynn Rogers	04/20	Sept 30 2023	Sept 30 2026

PACKET

24.5

September 22, 2020

* Indicates appointment to an unexpired term.

Tina Juaz (Liaison)
John Norman (Council Liaison)

**PERMIAN BASIN COMMUNITY CENTER FOR MENTAL HEALTH
AND MENTAL RETARDATION**

(Decision Making)
(Membership - 2 (City); Terms - 2 Years)

	<u>Appt Date</u>	<u>Term Expires</u>
Larry Edgerton (City)	07/10*	June 2021
Ryan Peckham (City)	08/20	June 2022

PERSONNEL BOARD OF APPEALS

(Decision Making)
(Membership - 3; No designated terms. Mayor appoints.)

	<u>Appt. Date</u>
Scott Dufford	01/14
John B. Love III	01/14
Hugh A. "Andy" Shaffer	09/05

PLANNING AND ZONING COMMISSION

(Advisory & Decision Making)
(Membership - 7; Terms - 3 Years)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Warren Ivey	10/12*	Sept 30 2020	Sept 30 2020
Joshua Sparks	01/14*	Sept 30 2020	Sept 30 2020
Diane Williams	09/17	Sept 30 2020	Sept 30 2023
Reggie Lawrence	09/14*	Sept 30 2021	Sept 30 2021
Chase Gardaphe	01/14*	Sept 30 2022	Sept 30 2022
Kevin Wilton	09/16	Sept 30 2022	Sept 30 2022
Karmen Bryant	02/19*	Sept 30 2022	Sept 30 2025

ALTERNATES:

Stacey Jo Grosse	07/18*	Sept 30 2021	Sept 30 2024
Lucy Sisniega	09/19	Sept 30 2022	Sept 30 2025

PACKET

24.6

September 22, 2020

* Indicates appointment to an unexpired term.

ZONING BOARD OF ADJUSTMENT
AND
AIRPORT ZONING BOARD OF ADJUSTMENT

(Decision Making)

(Membership - 5; Terms - 2 Years expiring 3 odd & 2 even.)

	<u>Appt Date</u>	<u>Term Expires</u>	<u>Eligibility Expires</u>
Matthew Wallace	07/15*	Sept 30 2020	Sept 30 2020
Derek Whiting	01/18*	Sept 30 2021	Sept 30 2023
E.J. Baldrige	02/18	Sept 30 2021	Sept 30 2023
VACANT (Rittenhouse)	02/19*	Sept 30 2022	Sept 30 2024
Reed Claybrook	03/19*	Sept 30 2022	Sept 30 2024

ALTERNATES: (not applicable to Airport Zoning)

James Robert Franklin Sept 30 2021

VACANCY **Sept 30 2020**

Emily Holeva

4 Stutz Court | Midland, TX 79705 | 432-553-6626 | emholeva@yahoo.com

Professional Experience

Texas Tech University Health Sciences Center | Dec. 2018 – Present | Communications & Marketing Project Manager

- Oversees all communications and marketing projects for the Permian Basin campuses (Midland/Odessa) of TTUHSC
- Develops a plan and process for managing the marketing collateral across two campus locations, four schools, and nine Texas Tech Physician clinics
- Handles all public relations duties including media relations, liaison to the community, online and print media
- Manages and creates content, both visual and written, for multi audience website, print and social media pages
- Manages projects and serves as primary liaison between vendor and multiple internal groups to ensure clarity of goals and quality and adherence to deadlines
- Performs ongoing customer/market research and demographic profiling to identify and capitalize on unmet market needs

Political Campaign for County Judge | Nov. 2017 – March 2018 Campaign Manager

- Managed advertising, marketing, public relations, fundraising, and administrative tasks
- Supervised outside consultants, set objectives and tracks deliverables for the campaign
- Coordinated research, drafting, and approval of strategic communications and messaging
- Coordinated both large and small-scale events

CHICAGO BRIDGE & IRON | DECEMBER 2013 – MAY 2017

ASSISTANT PROJECT DIRECTOR – NEW YORK CITY | AUG. 2016 – MAY 2017

- Work production analyst for the New York City Housing Authority Build-It-Back Project
- Managed federal grant applicant information for those affected by Hurricane Sandy
- Conducted reviews and financial analysis of reimbursement applications; coordinated with vendors to troubleshoot eligibility issues
- Collaborated with New York Housing Authority, Dept. of Buildings & Recovery Group, New York City Mayor's Office, multiple construction firms in all five boroughs

SOCIAL RESPONSIBILITY MANAGER – HOUSTON | MAY 2016 – AUG. 2016

- Developed strategy for maximizing the training, hiring, and retention of local people on all company projects worldwide
- Monitored compliance with social performance and local content contract requirements for multi- million-dollar construction projects
- Organized outreach and inclusion opportunities for local and diverse businesses
- Conducted social risk analysis, stakeholder mappings, and local assessments for projects
- Promoted project-level community investment and engagement activities
- Assisted in establishing partnerships to remove barriers to local employment

CORPORATE MARKETING & COMMUNICATIONS MANAGER – HOUSTON | NOV. 2015 – MAY 2016

- Oversaw and reported on local content outcomes in Engineering & Construction sector of company
- Provided media relations support including editing internal and external communications, sales application, and web application
- Assisted HSE Communications with responsibility for communicating internally and externally about CB&I's commitment to workplace safety and responsible environmental leadership
- Worked with Board relations team in providing information for Annual and Quarterly earnings presentations

PROJECT ADMINISTRATOR – MOZAMBIQUE | JUNE 2015 – NOV. 2015

- Consulted with joint venture partners, client representatives, and government officials in country for \$20 billion LNG facility
- Researched logistics of mobilizing a workforce in country and feasibility of doing business in Mozambique
- Researched and communicated with Immigration on local labor law, customs and practices, labor availability, housing and camps, training, local content, in-country transport, and people logistics
- Developed policies and procedures for HR, Safety, Man Camps to hold 15,000 employees at peak, and Travel

LEGAL EXECUTIVE ADMINISTRATOR – BATON ROUGE | DEC. 2013 – JUNE 2015

- Liaised between litigation and contract attorneys and contract administrators
- Provided administrative support to Associate General Council
- Ensured that all corporate licenses were updated and renewed for multiple business groups
- Assisted contract administrators for the Environmental & Infrastructure business unit

Education

BA in Political Science, Texas Tech University, dec. 2012

Professional Skills and Abilities

- Corporate Communications
- Corporate Marketing
- Project Management
- Business Development
- Human Resources
- Data Analysis
- Social media platforms
- Fundraising
- Public relations
- Government affairs
- Campaign management
- Public affairs
- Employee relations

Community Leadership

Leadership Midland, Class of 2021

League of Women Voters of Midland, Finance Chair

Go Red for Women, Executive Leadership Council

Executive Women of Midland

References provided upon request.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: John M. Williams

Address: 2805 Fairfield Lane

Midland TX 79701
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 49 **years.**

Professional and/or Community Activities:

Real Estate Broker/Builder since 1974. Midland Rotary Club since 1974-Past President.

Member of High Sky Wing/CAF since 1991. MCAD Appraisal Review Board Member- 2002-2008.

What is your personal vision for the City?

Further Development at Airport of new FBO, utilizing existing Bush Commemorative Center and possibly former CAF Museum Building. Expand general aviation facilities.

Please specify any time constraints you may have.

None-Retired

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Development Board

Please tell us why you are interested in serving on this board or commission.

Lend my experience & expertise to the Board.

Date: 8/26/2020

Phone: 432.288.0230 (Home)

(Business)

Email: airpear@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Midland Home Builder-Retired

What contribution would you most like to make?

To assist the Board in orderly development decisions to expand general aviation facilities which are sorely needed.

Additional pertinent information or references:

USAF Retired Reserve-Rank of Major

Commercial Instrument Pilot

Aircraft Owner(2)-HSW-CAF Hangar

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

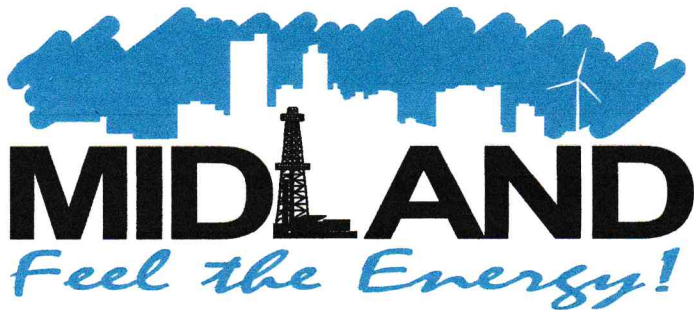
PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: ZACHARY DECK

Address: 1607 W. TENNESSEE AVE

MIDLAND TX 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 15 years.

Professional and/or Community Activities:

HOUSING COMMITTEE - PSP, ROCK THE DESERT BOARD OF DIRECTORS, MIDLAND REAL ESTATE
INVESTORS GROUP, MIDLAND SPACEPORT BOARD (FORMERLY), STONEGATE STUDENT LEADER, MCA CROSS
COUNTRY ASSISTANT COACH

What is your personal vision for the City?

I WOULD LIKE TO SEE MIDLAND GROW IN SUCH A WAY THAT YOUNG ADULTS WHO RELOCATE HERE WANT TO INCREASINGLY
PUT DOWN ROOTS & MAKE MIDLAND THEIR HOME FOR YEARS & YEARS TO COME, RATHER THAN A SHORT STOP IN THEIR CAREER. THIS
WILL REQUIRE CONTINUED DEVELOPMENT IN RESIDENTIAL & COMMERCIAL MARKET SPACES.

Please specify any time constraints you may have.

STUDENT LEADER ONCE A WEEK IN THE EVENINGS DURING THE SCHOOL YEAR, CROSS COUNTRY DURING THE VERY
EARLY HOURS IN THE FALL. REMAINING COMMITMENTS ARE MONTHLY OR QUARTERLY MEETINGS.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

PLANNING AND ZONING COMMISSION

Please tell us why you are interested in serving on this board or commission.

I AM PASSIONATE ABOUT SEEING MIDLAND CONTINUE TO GROW & DIVERSIFY AS THE ANCHOR OF WEST TEXAS. I BELIEVE THIS WILL
TAKE PLACE BY MIDLAND BEING A CITY THAT ALLOWS FOR 24.13 YEARS RESIDENTIAL & COMMERCIAL OPPORTUNITIES ACROSS MULTIPLE

Date: 9/12/2020

Phone: 703.659.5911 (Home)

(Business)

Email: ZACHARY.E.DECK@GMAIL.COM

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: _____

DISCIPLINES. I WOULD LIKE TO SERVE ON THE P&Z COMMISSION TO HELP EXECUTE THE DUTY OF RESOLVING ZONING APPLICATIONS TO FURTHER MIDLAND'S POSITION IN THE BASIN.

What contribution would you most like to make?

I WOULD LIKE TO HELP APPLICANTS FIND EXPEDIENT & SATISFACTORY RESOLUTIONS TO THEIR ZONING, PERMITTING, & RIGHT-OF-WAY INQUIRIES. WHILE THIS IS ANYTHING BUT FLASHY, IT IS A NEEDED & KEY PIECE OF MAINTAINING THE ECONOMIC ENGINE & I WOULD LOVE TO HELP MAKE THAT HAPPEN.

Additional pertinent information or references:

AS AN ENTREPRENEURIAL ENGINEER I UNDERSTAND HOW DREAMS GROW & SHIFT, & THAT THEIR SURVIVAL & EXPANSION ARE CONTINGENT UPON A SMOOTH & BENEFICIAL INTERFACE WITH THE CITY THEY SUPPORT.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Emily Holeva

Address: 4 Stutz Court

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 25 years.

Professional and/or Community Activities:

Texas Tech University Health Sciences Center C&M Manager, Leadership Midland Class of 2021,

Executive Women of Midland Member, League of Women Voters of Midland Board Member,

Go Red for Women Executive Leadership Committee, The Episcopal Church of the Holy Trinity Member

What is your personal vision for the City?

Midland is my hometown, which makes my vision simple, I want to see Midland succeed. The process and implementation of making that happen is where things can get challenging. But it shouldn't. Midland has resources above the ground with just as much impact as its resources below the ground. P&Z is the perfect opportunity for me to help achieve this vision shared by all Midlanders.

Please specify any time constraints you may have.

Though I still do not have confirmation, usually I have Leadership Midland every second Thursday of the month, but we have yet to receive our schedule for this year due to COVID-19. I am now in my second year of the program.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning & Zoning Commission

Please tell us why you are interested in serving on this board or commission.

What better way to learn more about my hometown than to have an in-depth look into the blueprints of the city, past, present and future? Right now Midland is at a critical moment for any and all future development. I would welcome the opportunity to be part of

Date: //3920

Phone: 432-553-6626 (Home)

(Business)

Email: emholeva@yahoo.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Communications & Marketing Manager @ TTUHSC

the multitude of processes such as land use, housing studies due to population increases (or decreases), and future city growth.

What contribution would you most like to make?

I would welcome the opportunity to contribute to the future of Midland businesses, homeowners, and the city's growth. I am a new mind with fresh outlooks and ideas, but I am full heartedly ready to serve my community as a team. We all want Midland to succeed and being a member of the P&Z Commission is exactly it starts.

Additional pertinent information or references:

Mr. Wesley Bownds, President of Frost Bank, 432-617-1200

Mrs. Karmen Bryant, The Bryant Family Foundation & Current Member of the P&Z Commission, 432-528-7384

Former Councilwoman Sharla Hotchkiss 432-661-8801

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Emily Holeva

Digitally signed by Emily Holeva
Date: 2020.08.23 17:32:33 -05'00'

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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Brandon P Ofield

Address: 5 Reo Court

Midland TX 79705
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 33 years.

Professional and/or Community Activities:

What is your personal vision for the City?

Midland has always been a place that I have said is a great place to raise a family. I want to ensure that the next generation of families continue to choose Midland by encouraging and advising the council to fund family oriented businesses and entertainment options.

Please specify any time constraints you may have.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Citizens Development & Hotel/Motel Advisory Board

Please tell us why you are interested in serving on this board or commission.

As a tax payer, it is extremely important to me that the council is provided information that includes community input and advice.

By serving on this board I would be able to help shape the city's vision and future. I enjoy working with others to make our city

Date: 08-18-2020
Phone: 432-413-9196 (Home)
432-803-5909 (Business)
Email: ofieldb@gmail.com

Are you a graduate of Midland 101? ☒ yes ☐ no
Occupation: AR/Credit Manager

stronger.

What contribution would you most like to make?

Civil service has always been an interest of mine and serving on a board would be a great way to help our elected officials lead Midland in the new decade. Having a chance to roll up my sleeves and help advise the council would be great way to get off the couch and be an active participant in our community.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Brandon P Ofield

Digitally signed by Brandon P Ofield
Date: 2020.08.18 16:16:17 -05'00'

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PO Box 1152
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PLEASE TYPE OR PRINT CLEARLY:

Name: Howard P. 'Butch' Morgan III

Address: 2312 Auburn Pl

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 1.5 years.

Professional and/or Community Activities:

I have a family with 3 small children, and also lead a small group and participate in men's ministry at Stongate Fellowship. Rooted

in aviation my whole life, I intentionally engage the aviation community to increase my awareness of the airport needs and wants.

I am a pilot and manage a local business jet aircraft. I also hold 8 jet aircraft type ratings and am a Certified Flight Instructor.

What is your personal vision for the City?

I would like to see Midland Airports as a major driver of economic sustainability through auxilliary use and expansion of air services.

Midland's attractiveness is tied to the airports and through improvements and incentives we can drive companies to operate here.

Coming from an aviation family, I see airports as more than just a piece of pavement, its a way of life, and I want the best for this City

Please specify any time constraints you may have.

I currently possess a flexible schedule and see the time commitments as complementary to my professional duties.

If I am out of town on a work trip, I can be reached via the phone or email I've listed above.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I want to be a voice for the community and utilize my knowledge and experience to benefit Midland Airports and Airport Industrial

Park. I see Midland Airports as one of the best ways to attract and retain key businesses and business leaders to the Midland area

Date: 8/18/2020

Phone: 432-444-3314 (Home)

(Business)

Email: butch.morgan@teamsewell.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Pilot/Logistics

to conduct business and utilize our airports. This position is in line with my own career expansion into leadership in aviation.

What contribution would you most like to make?

I hope to contribute research and communications to the Midland City Council and the Director of Airports for the benefit of our community. Midland Air and Space Port is a place that looks to the future and I am as well. I see Midland being influential in the new supersonic era of flight as well as facilitating urban air vehicle (UAV) operations through our airports and surrounding airspace.

Additional pertinent information or references:

Collin Sewell: President, Sewell Family of Companies Phone: (432)-889-0931

Mike Wallace: Partner, Wallace Family Partnership, LP Phone: (432)-528-5599

Current MBA in Aviation Candidate at Embry Riddle Aeronautical University Worldwide, (Expected Graduation 2022)

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Layton Hargesheimer

Address: 1600 Ventura

Midland Texas 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 23 years.

Professional and/or Community Activities:

Active Volunteer and Member of Redeemer Church of Midland

Member of the Society of Petroleum Engineers

Date: 8/12/2020

Phone: 432-413-7920 (Home)

432-687-3700 (Business)

Email: LaytonH@hannathon.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Petroleum Engineer

What is your personal vision for the City?

My vision is to ensure that the City of Midland maintains the unique and valuable community it currently has while we continue to grow and evolve.

Please specify any time constraints you may have.

none

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Oil and Gas Advisory Committee (Petroleum Engineer)

Please tell us why you are interested in serving on this board or commission.

I am interested in this board to make certain Midland's resources are developed adequately while still putting our city and community first. The Oil and Gas industry has been an area I have been involved with my entire life.

What contribution would you most like to make?

To serve the City of Midland by offering my oil and gas experience and knowledge as an engineer. I will guarantee our citizens that I will serve in the interest of our city with diligence and integrity.

Bachelor of Science in Petroleum Engineering from the University of Oklahoma

Additional pertinent information or references:

Dan Hord III , 432-253-7805, danhord@hedlocinv.com

Randy Prude , 432-685-1980 , rprude@mcounty.com

Justin Kuethe , 432-238-1456 , justink@hannathon.com

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Gena Linebarger

Address: 2507 Maxwell Drive

Midland, TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁵¹ years.

Professional and/or Community Activities:

Previous co-owner of Ivy Cottage Gift Shop. Member of the Commemorative Air Force and the High Sky Wing for 23 years.

Date: 7/27/2020

Phone: 432-528-0997 cell (Home)

(Business)

Email: iblast4fun@grandecom.net

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Retired

What is your personal vision for the City?

To keep the City of Midland well rounded in economic diversity and financially stable; to continue to plan for the future as we grow in size as well as financially.

Please specify any time constraints you may have.

Very few time constraints.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

The airport serves as a corner stone of our community and supports the City's growth. I want to be a part of seeing that the future of the airport is well supported and continues to move forward.

PACKET

24.23

September 22, 2020

What contribution would you most like to make?

Having grown up, raised children and lived in Midland for 51 years, I can give a fair and sound judgement on the needs and concerns of our citizens and the needs of the airport to keep Midland International Air & Space Port as a viable destination attraction for businesses and for future growth.

Additional pertinent information or references:

I've attended Airport Board meetings for the past 5 years. I've been the Wing Leader of CAF High Sky Wing at various times for 10 years. Served as AIRSHO Chairman for 7 yrs. and AIRSHO Director for the last 6 yrs. A member of International Council of Airshows (ICAS) for 20 years. Listed on ICAS Air Combat Command (ACC) as a Shooter In Charge for pyrotechnics.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Hema Linebarger

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PLEASE TYPE OR PRINT CLEARLY:

Name: Samantha Clark
Address: 3411 Northfield Drive
Midland TX 79707
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 years.

Professional and/or Community Activities:

Leadership Midland Class 2012 and Served on Leadership Midland Committee since 2013,

Midland College Business Systems Advisory Board, Society of Petroleum Engineers, Women in Energy Network(WEN),

Support & Volunteework with Mission Agape, Express Brand it Blue Initiative (Organizing Food Drives for local Food Banks)

What is your personal vision for the City?

To grow and improve Midland to become even better than we are today as a strong collaborative business environment and as an appealing vibrant community for residents and visitors,

Please specify any time constraints you may have.

My schedule is flexible, I usually have 3-4 conferences or training sessions yearly.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

As part of the community, I want to contribute my time and actively participate in the processes that further the interests of the community as a whole.

Date: 7/24/2020

Phone: 432-528-2605 (Home)
432-5708666 (Business)

Email: samantha.clark@expresspros.com

Are you a graduate of Midland 101? ☒ yes ☐ no

Occupation: Owner-Express Employment Professionals

What contribution would you most like to make?

As a business owner actively employing over 300 employees in over 100 companies in Midland, I feel I offer a unique perspective and can be completely objective in decision making.

Additional pertinent information or references:

Local Business Owner and Resident of Midland

Has successfully operated an award winning franchise for more than 20 years

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Samantha Clark

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City of Midland

City Secretary's Office

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Midland, TX 79702

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PLEASE TYPE OR PRINT CLEARLY:

Name: Douglas B. (Doug) Schmidt

Address: 1503 Harvard Avenue

Midland Texas 79701

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 32 years.

Professional and/or Community Activities:

Board Member, Petroleum Club of Midland

Chairman, Forms Committee, American Association of Professional Landmen

I was also a member of the Vision 2020 task force and the 2014 Downtown Future Development task force.

What is your personal vision for the City?

As a native Midlander and business owner, I am supportive of investments that make Midland a better place for a demographic that is accustomed to living in large cities and having the cultural, educational and entertainment offerings available there. We also need to encourage growth of businesses that offer jobs for our highly educated, and provide workforce development education in skilled tra

Please specify any time constraints you may have.

I am a partner in an oil and gas company, and outside of work obligations, I have flexibility in my schedule for meetings and to travel.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

Our community has helped me to become who I am today personally and professionally, and I view my service on the MDC as a way to give back and by finding ways to encourage new businesses to locate here, support growth of new career opportunities for others.

Date: 3/4/2020

Phone: 432-553-1145 (Home)

432-217-5202 (Business)

Email: doug@dxs.cc

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: VP of Land and Business Development

I also want to help find creative ways to solve challenges for the energy industry and those we face as a city.

What contribution would you most like to make?

I would like to see a continued/renewed focus on downtown. Centennial Park and the new hotel project are the catalysts we need to kick off significant development downtown, and I'd like to work through the MDC to remove or lessen some of the barriers to entry for businesses in to downtown and the central business district.

Additional pertinent information or references:

Laura Roman, laura.roman@weaver.com

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

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Midland, TX 79702

FAX: (432) 685-7433

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[Print Application](#)

Amy Turner

From: Doug Schmidt <dschmidt@pinonres.com>
Sent: Wednesday, March 18, 2020 2:33 PM
To: Amy Turner
Subject: MDC Application
Attachments: SKM_C45820030414440.pdf; ATT00001.htm

Hi Amy,

Thanks for your time on the phone this afternoon. Attached is my application to the MDC. I was encouraged to apply on February 26 after Council decided to expand the number of seats on the board, and I took a few days to visit with a couple of former members and understand more about what the position entails before I applied.

I found out the other day that you didn't receive the application I tried to submit online, so that is why I am late in getting this to you.

Laura Roman will be sending you a letter of recommendation for me via email.

Thank you again,

Doug Schmidt
Vice President - Land & Business Development
Piñon Resources, LLC
(432) 553-1145

Begin forwarded message:

From: "printer@pinonres.com" <printer@pinonres.com>
Date: March 4, 2020 at 2:35:55 PM CST
To: Doug Schmidt <dschmidt@pinonres.com>
Subject: Message from KM_C458
Reply-To: printer@pinonres.com

CAUTION: This email originated from outside your organization — exercise caution when opening attachments or clicking links, especially from unknown senders.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: James Gerety
Address: 6404 Homestead Blvd
Midland TX 79707
(City) (State) (Zip)

Date: July 20, 2020
Phone: 4329673030 (Home)
4325701990 (Business)
Email: james.gerety@att.net

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ²¹ years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Domino's Pizza Franchisee

Professional and/or Community Activities:

Board member Midland Community Theater 2007-2008

Board Member Breaking Bread Kitchen 2003-2009, 2018- current, Treasurer

Board member Dominos Franchisee Association 2007- current President 2012-2019

What is your personal vision for the City?

To continue the growth of our city into a more diverse business community with attracting businesses to Midland that enhance our community and complement the energy industry. Improving our transportation infrastructure to reflect the needs of the city and county.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

To provide counsel on proper use of funds recieved from the tax payer that will enhance and improve our city by providing new to market industries. To support road initiatives that add to the growth of our community. To help improve the Airport infrastructure and

how it relates to the future spaceport opportunities.

What contribution would you most like to make?

Provide feedback from a current business owners perspective on projects that can improve our community whether new businesses or future infrastructure projects. Provide a current business owner insight to how to grow our community through attracting new businesses

Additional pertinent information or references:

(2) Name of Board/Commission:

Airport Planning and Development

What contribution would you most like to make?

Provide a very frequent travelers perspective on opportunities to improve the terminal experience and enhanced flight opportunities to other markets not currently served by. Also to find proper uses for the former CAF campus.

Additional pertinent information or references:

As a Franchisee for Domino's Pizza I employ over 700 people from Abilene to Pecos. We are proud to own 6 stores in Midland employ 150 people. I have a desire to serve and give back to this community that has supported our business for the last 20 years I have live here. Thank you for your consideration.

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Adam Lawlis

Address: 4113 Fox Hollow Ct

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 25 years.

Professional and/or Community Activities:

YPE, Rawls Advisory Council, Priority Midland, Midland College, Travis Elementary and Texas Tech Mentoring, TXOGA

National Investor Relations Institute, Holy Trinity Preschool

Past board member of the American Red Cross Permian Basin Chapter

What is your personal vision for the City?

I would like Midland to stand on the values and industry that built this city, while being open to creative change and diversity.

We need to focus on creative solutions to challenges for the community, instead of being negative about the problems themselves.

We must figure out affordable housing to attract and retain educators, health care professionals and first responders.

Please specify any time constraints you may have.

I travel fairly often for work but I have flexibility in my schedule and others in our organization that could travel instead

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I would like to be more involved in the community to affect change. Funding new businesses to support the industry and diversify.

Would also like to fund endeavors that could help education, healthcare, infrastructure and housing.

Date: //3920

Phone: 806-470-5853 (Home)

432-221-7467 (Business)

Email: alawlis@diamondbackenergy.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: VP, Investor Relations - Diamondback Energy

What contribution would you most like to make?

Contribute to businesses that could fund and strengthen education in order to attract/retain businesses to strengthen the economy.

Additional pertinent information or references:

Travis Stice- CEO Diamondback Energy 432-221-7450

Involved in Diamondback Energy ESG (Environmental, Social, and Governance) efforts.

ESG focuses on being a constructive partner in the economic and social environments which we live.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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PLEASE TYPE OR PRINT CLEARLY:

Name: Wes Gotcher
Address: 6824 Island Circle
Midland TX 79707
(City) (State) (Zip)

Date: 3/2/2020
Phone: 432.853.9783 (Home)
432.682.2510 (Business)
Email: wes@moriahgroup.net

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☒ no

I have lived in Midland 9 years.

Occupation: Commercial Real Estate Broker

Professional and/or Community Activities:

Leadership Midland Graduate, Missions Coordinator | Golf Course Road Church of Christ,

Board Member & Assistant Baseball Coach | Mid-Cities Little League Baseball, Ministry Leader | Teen Challenge of the Permian

Basin

What is your personal vision for the City?

Midland is a special place because it rewards hard work and ingenuity, is a great place to raise a family and provides a small town
feel despite having a major place on the world's stage when it comes to oil production. I want to do what I can for a City that has
been a blessing to me and my family.

Please specify any time constraints you may have.

My schedule is fairly flexible during business hours since I set my own appointments.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

1. Midland Development Corporation, 2. Midland Housing Authority, 3. Planning and Zoning Commission

Please tell us why you are interested in serving on this board or commission.

My 22-year career has been in commercial real estate and would be complementary to the Boards/Commissions referenced above.

What contribution would you most like to make?

Provide feedback and decision-making based on career in a complementary field.

Additional pertinent information or references:

Dale A. Brown - Former City Council Member

Spencer Robnett - City Council Member

Bobby Burns - Former Mayor

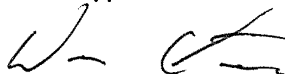
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Joseph Schwab

Address: 5508 Kingston Drive

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20+ years.

Professional and/or Community Activities:

Former member of American Association of Petroleum Geologists

Former member of West Texas Geologic Society

What is your personal vision for the City?

To improve the quality of life for our citizens

Please specify any time constraints you may have.

None at the current time

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

1) Midland Spaceport Development Corporation

Please tell us why you are interested in serving on this board or commission.

I am currently enrolled in Midland 101 and have learned of the need for residents of Midland to become active on the boards.

Date: 2/16/2020

Phone: 432-684-5766 (Home)

(Business)

Email: 1980jalan@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Retired Geologist

What contribution would you most like to make?

I have a strong science background with a graduate degree in geology.

Additional pertinent information or references:

(2) Name of Board/Commission:

Parks & Recreation Commission

What contribution would you most like to make?

I would like to encourage our citizens to take advantage of what our parks have to offer.

I would like to encourage discussions for adding to the variety of recreational activities available to Midland residents.

Additional pertinent information or references:

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Signature of Applicant



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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Tracye Gearhart

Address: 6706 Mosswood

Midland Texas 79707

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 23 years.

Professional and/or Community Activities:

President MASA Rescue Animal Rescue, Board Grassland West HOA
Past - Board of SafePlace, Board Lee Youth Center,
PTA President & Board member

What is your personal vision for the City?

To see Midland progress to what is today's
relative standards of other well known cities.

Please specify any time constraints you may have.

None

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Animal Services Advisory Committee

Please tell us why you are interested in serving on this board or commission.

To learn existing state and city regulations.
Contribute ideas to further the care of animals not just
in the shelter but to the community as well.

Date: 1-29-20

Phone: (432) 934-6555 (Home)
____ (Business)

Email: tcgearhart@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Local Business Owner

What contribution would you most like to make?

To gain the knowledge on the shelter in order to educate the public and bring awareness to the public of the influx of animals into the shelter.

Additional pertinent information or references:

It's important to know the policies and procedures of the shelter. To be part of the solution, one must educate themselves on the process.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Tracy Gearhart

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What contribution would you most like to make?

I recognize the need and use of parks, swimming pools and golf courses. As a rancher I understand how weather and climate effects on these assets.

Additional pertinent information or references:

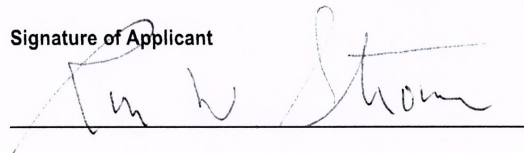
(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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**APPLICATION FOR CITY OF MIDLAND
BOARDS/COMMISSIONS/COMMITTEES**

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PLEASE TYPE OR PRINT CLEARLY:

Name: Ron Stroman
Address: 5211 Green Tree Blvd
Midland Texas 79707
(City) (State) (Zip)

Date: February 11, 2020
Phone: 432 638 3622 (Home)
(Business)
Email: roncoair@yahoo.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☒ no

I have lived in Midland ⁴¹ years.

Occupation: Retired Insurance Agent & Rancher

Professional and/or Community Activities:

Owned and managed a commercial insurance agency, employing 40 plus employees. Served on various committees at FUMC, currently on the Staff Parish committee. Served two terms on the board of the West Texas Aphasia Center, and volunteer every Monday at the center. I have also served on the Heart Association Board. I am on the Board of West Texas National Bank.

What is your personal vision for the City?

I am of the belief that Midland can be a Top 100 City in the US. I raised two daughters in Midland and currently have three grandchildren living in Midland. Parks, swimming pools, and golf courses attract families to a area. I would like to be a part of making sure Midland offers the best it can of those facilities.

Please specify any time constraints you may have.

Monday mornings I am at the Aphasia Center, doing my volunteer work. The third Tuesday afternoon is a regular scheduled board meeting at WTNB.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

The need to develop and maintain our facilities is paramount to being a top 100 city.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: ADRIAN CARRASCO
Address: 2009 Mosswood Dr.
MIDLAND TX 79707
(City) (State) (Zip)

Date: 2-07-2020
Phone: 432-553-7787 (Home)
432-695-6228 (Business)
Email: adriancarrasco@yahoo.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 12 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: OWNER - PREMIER ENERGY SERVICES LLC

Professional and/or Community Activities:

MEMBER COMMUNEDAN IN ACTION, MEMBER - ST ANN'S CATHOLIC Church, Incoming Board Member
MIDLAND HISPANIC CHAMBER OF COMMERCE, OIL & GAS BUSINESS OWNER FOR OVER 8 YEARS
BACHELOR OF ARTS POLITICAL SCIENCE - UNIVERSITY OF TEXAS SAN ANTONIO

What is your personal vision for the City?

VISION FOR MIDLAND IS FOR UNITY AMONGST ALL RACES, OPPORTUNITY FOR NEW LEADERS ON
BOARDS & COMMISSIONS, BRING NEW IDEAS & COLLABORATE WITH CITY LEADERSHIP, BUILD
UPON MIDLAND'S GREAT REPUTATION OF AN AWESOME CITY TO LIVE IN.

Please specify any time constraints you may have.

NONE AT ALL.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

PLANNING & ZONING

Please tell us why you are interested in serving on this board or commission.

I FEEL I CAN BRING AN OPEN MIND & POSITIVE ATTITUDE TO THIS BOARD. I HAVE A LOT OF
EXPERIENCE WITH CONSTRUCTION PLANS, RE-LOCATING WELL PADS & LINES FOR RESIDENTIAL & COMMERCIAL GROWTH,
I HAVE POSITIVE NEGOTIATING SKILLS, I BRING AN OPEN MIND TO FEBRUARY 22, 2020 WORK WELL
WITH OTHERS FOR THE COMMON GOOD!

What contribution would you most like to make?

POSITIVE ATTITUDE AND SKILLS TO BRING PEOPLE TOGETHER TO MAKE SOUND DECISIONS.
GREAT COMMUNICATION SKILLS. ABLE TO THINK THINGS THROUGH WITHOUT OUTSIDE
INFLUENCES. NO POLITICAL TIES OR AGENDA IN MAKING DECISIONS.

Additional pertinent information or references:

ABRAHAM GUTIERREZ - 432-352-2747

LUIS SAUCER - MIDLAND COUNTY COMMISSIONER - 432-352-8130

JERRY MORALES - EX MAYOR MIDLAND, TX - 432-889-1706

(2) Name of Board/Commission:

PARKS & RECREATION

What contribution would you most like to make?

I WORK WELL WITH OTHERS & HAVE THE INTEREST OF MIDLAND AT HEART. MY VISION IS
REALISTIC ON WHAT WE CAN & DO FOR THE PARKS. I CAN CREATE & BUILD COMMUNITY PARTNERSHIPS
WITH CORPORATIONS IN MIDLAND TO HELP BUILD A MEANINGFUL MONETARY CAMPAIGN TO HELP
PAY FOR PROJECTS.

Additional pertinent information or references:

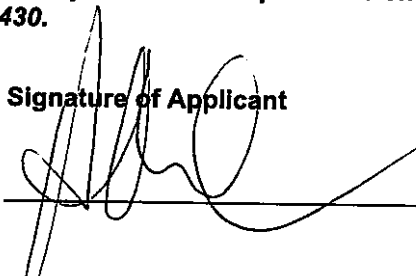
VECKIE HAZEKY - EX CITY COUNCIL - 432-235-2044

DR. GREG WILLIAMS - PRESIDENT ODESSA COLLEGE - 432-202-7191

CHARLENE McBRIDE - DIRECTOR HISPANIC CULTURAL CENTER - 432-638-9486

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Signature of Applicant



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Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

in this area that might be used for low income housing? It at least needs to be looked at from different angles.

What contribution would you most like to make?

Through my research with non-profits in other communities and finding different ways to solve problems, I am finding that there are so many answers to the needs that we have and that with our resources in Midland we can truly get stuff done if we really want to.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Robert W Lehrer



Digitally signed by Robert W Lehrer
Date: 2020.01.29 09:44:50 -06'00'

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Midland, TX 79702

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APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: KATHRYN CHANDLER

Address: 2004 W. INDIANA AVE.

MIDLAND TX 79701

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 30 years.

Professional and/or Community Activities:

I have served on the Board of Directors for Girl Scouts of the Desert Southwest for the past four years and continue serving currently as the Board Secretary. I also volunteer regularly with Legal Aid of NorthWest Texas and the Aphasia Center of West Texas. In past years, I served as the President of the Permian Basin Outing Club and of the Midland County Young Lawyers.

What is your personal vision for the City?

I would like to see Midland move into the future by investing in expansion and continued maintenance of infrastructure, which will encourage private development and investment from within and outside of this community. I grew up in Midland and have lived here the majority of my professional life, and I would like to see the city as a place to live rather than a way-stop for young professionals.

Please specify any time constraints you may have.

I work full-time, but my employer (Concho Resources) is supportive of community involvement and allows employees flexibility.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

MIDLAND DEVELOPMENT CORPORATION

Please tell us why you are interested in serving on this board or commission.

I want to be involved in the community in ways that make Midland a better place to live. Encouraging investment and economic development seem to be the best ways for the community to move forward, and the MDC is the vehicle for that encouragement.

Date: 2/3/2020

Phone: 432-307-8388 (Home)

432-221-0603 (Business)

Email: KATCHANDLER81@GMAIL.COM

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: ATTORNEY / LAND SPECIALIST

What contribution would you most like to make?

The Midland Development Corporation has a vital role in our community's development and yet has a very mixed reputation among citizens. I would most like to assist with improving the community understanding of the important role of an economic development corporation in overseeing the sales tax dollars dedicated to economic development.

Additional pertinent information or references:

(2) Name of Board/Commission:

PARKS & RECREATION COMMISSION

What contribution would you most like to make?

I would like to be a participant in the process of upgrading and maintaining the community's parks. I can see Dennis the Menace from my front porch, and it is an incredible facility that is utilized by the entire community. More parks on or near the level of Dennis the Menace would greatly improve Midland's quality of life factor for families.

Additional pertinent information or references:

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant

Kathryn Chameller

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**City of Midland
City Secretary's Office
PO Box 1152
Midland, TX 79702
FAX: (432) 685-7433**

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Kathryn Chandler

2004 W. Indiana Ave.
Midland, Texas 79701

Cell: (432) 307-8388
Email: katchandler81@gmail.com

Professional Work Experience

November 2017-Present COG Operating, LLC Midland, Texas

Land Specialist (Sept 2018-Present) and Lease Analyst (Nov 2017-Sept 2018)

- Reviewing legal documents to ensure clearance of title requirements.
- Communicating with royalty owners, landmen, and title attorneys regarding clearing title requirements.
- Special projects in land department.
- Reviewed and entered oil and gas leases, amendments, extensions, mineral deeds, agreements, and rights of way into P2 Land system.
- Maintained lease and related records, including updates as wells are drilled and plugged.

2016-2017 Perdue, Brandon, Fielder, Collins & Mott, LLP Midland, Texas

Associate Attorney

- Represented government entities in west and south Texas in collection of delinquent receivables, with focus upon ad valorem property taxes.
- Tried delinquent tax suits to judgment, conducted tax foreclosure sales, and responded to client questions about the Texas Property Tax Code.
- Entertained clients, including local governmental and school board officials, and regularly attended governmental conferences and educational seminars with clients.

2013-2016 Foster & Harvey, P.C. Midland, Texas

Associate Title Attorney

- Examined chain of title documents to identify any ownership issues which could affect client oil and gas operations.
- Drafted drilling, acquisition, and division order title opinions tailored to the needs of the individual client's oil and gas operations.

2007-2013 City of Midland Midland, Texas

Assistant City Attorney

- Prosecuted class C misdemeanors at municipal court.
- Tried criminal cases to judgment at bench and jury trials and participated in hearings on motions for discovery, motions for new trial, and motions for revocation of deferred disposition.
- Completed responses to Open Records Requests and attended City Council meetings, as needed.

2006-2007 Legal Aid of Northwest Texas Odessa, Texas

Staff Attorney

- Represented low-income clients in family law, estate planning, and landlord/tenant cases at no cost to client.

2005 Daniel & Stark, P.C. College Station, Texas

Associate Attorney

- Drafted demand letters in personal injury cases and negotiated settlements with insurance companies.

Licenses to Practice Law

- State of Texas (2006)
- State of New Mexico (2016)
- State of Colorado (2016)
- State of Florida – currently inactive status (2016)

Education

- | | | |
|--|---------------------------|----------------|
| 2002-2005 | Texas Tech School of Law | Lubbock, Texas |
| ▪ J.D. | | |
| 1999-2002 | Texas Lutheran University | Seguin, Texas |
| ▪ B.A., Political Science (Summa Cum Laude). | | |
| 1999 | Trinity School | Midland, Texas |
| ▪ High school diploma (Valedictorian). | | |

Special Projects and Awards

- Vending Coordinator for the Tall City Blues Festival (2016-2018)
- Legal Aid of NorthWest Texas pro bono awards (2008, 2009, 2010, 2011, and 2012)
- Chairperson for Camp Mitre Peak Alumni Reunion for the Girl Scouts of the Desert Southwest (2006-2007, 2011-2012)
- Adult mentor at Camp CEO program (2007, 2008, 2009, 2011, 2012)
- Texas Tech University School of Law President's Scholarship (2002-2004)
- Section Tutor for first-year Constitutional Law and Torts classes at Texas Tech University School of Law (2003, 2005)
- Intern with Judge Fred Biery, U.S. District Court, Western District of Texas in San Antonio, Texas (Spring 2001)
- Intern with Organization of American States, Unit for Sustainable Development and the Environment, Natural Hazards Project in Washington, DC (Fall 2001)
- Texas Lutheran University Pacesetter Award for College Excellence (1999-2002)
- Girl Scouts of the United States of America Gold Award (1999)

Memberships

- **Board of Directors for Girl Scouts of the Desert Southwest – Southern New Mexico & West Texas** – Board Secretary (2017-2021); At-Large Director (2016-present)
- **Pro Bono Advisory Board for Legal Aid of NorthWest Texas** – Member (2008-present)
- **Midland County Young Lawyers** – Immediate Past President (2012-2013), President (2011-2012), Social Chair (2010-2011), Member (2008-2016)
- **Permian Basin Outing Club** - President (2014-2016)

Professional References

Available upon request.



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Robert W Lehrer
Address: 1910 W Tennessee
Midland Texas 79701
(City) (State) (Zip)

Date: 1/29/2020
Phone: 432-556-8503 (Home)
432-684-0960 (Business)
Email: rlehrer65@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 12 years.

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Financial Advisor

Professional and/or Community Activities:

Board Chair; the Breaking Bread Kitchen

Past President; Midland, Odessa Business & Estate Planning Council

Midland High Booster Club, Stonegate Fellowship, The Fields Edge, Elementary Mentoring Programs

What is your personal vision for the City?

Volunteering and serving in our community is really low at this point. I would like to see an emphasis of true serving (whether physically or financially) in our community. I see a lot of young people hiding in our city. They don't know their neighbors across town or in other districts. We need to look for way of cooperation and serving together.

Please specify any time constraints you may have.

I try to be in my office from 9:00am to 3:00pm. I do have some commitments where I already serve but can maneuver fairly easily.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Housing Authority Commission

Please tell us why you are interested in serving on this board or commission.

Through my work with different ministries in the southeast side of town, I see where housing is truly an issue. Any apartment development that comes is quickly rented with a shortfall still remaining. There are also, so many old houses

PACKET

2449

September 22, 2020



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Douglas Lance Lunsford

Address: 1811 Kensington Lane

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 52 years.

Professional and/or Community Activities:

Boy Scouts - Assistant SM- Board Member - Eagle Scout - Vigil Honor OA - Silver Beaver - Woodbadge Trainer

former President Sunrise Rotary Club - Community Bible Study - Vice President Partners SS Class 1st Methodist Church

Society of Petroleum Engineers - American Society of Professional Well Log Analysts - West Texas Geological Society

What is your personal vision for the City?

I have returned to Midland four times in my career; this is my home. I want more of our HS Grads to return to Midland to raise families.

To lead our city in growth to attract and retain entertainment facilities to encourage growth. Attracting industry that aids in building

Midland more than just petroleum industry; an educational system growing and leading to leadership on state level and national level.

Please specify any time constraints you may have.

I am retired and I have very good health with a drive to make Midland the city I see in my head, in my dreams, and lead in that

direction. I read to K-I grade at Burnet Elementary to grow their minds and lead away from status quo. That Tuesday morning

and Monday night CBS with Scouts on Tuesday and Wednesday Bible Study.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission; designed program and facilities for five Boy Scout Councils and three churches

Please tell us why you are interested in serving on this board or commission.

I want to help Midland grow because I am a Native Midlander. My grandmother came here in a covered wagon from Greenville TX

I love Midland and I have been in boom towns, I grew up in booms and busts; I raised a growing family in many towns like Midland

Date: 2/3/2020

Phone: 432-685-3407 (Home)

432-210-3368 cell (Business)

Email: doug.lunsfordmidlandtx@yahoo.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Retired Oil Field Log Analyst

to make it easier for the new "kids" coming along to have it easier than we had it. Dennis the Menace was new when I was 8.

What contribution would you most like to make?

I have the desire to make things better for people coming to Midland and the area. I have drive for Midland to be the epitome of what family cities should be in Texas not just the Permian Basin. I have lived the life through boom and bust; to lead Midland into diverse industry, increased educational and entertainment venues. I have the abilities to grow from humble home to be example.

Additional pertinent information or references:

Degree in Industrial Technology and Distribution, oil field engineer and manager, professional Boy Scout These changes in my life give me the inside track on lifestyle to newcomers and 'natives' alike. My Dad came here in WWII stayed to make a life for a new Midland born wife: an oil field carpenter seen as "oil field" in the new Spraberry Boom.

(2) Name of Board/Commission:

Planning and Zoning Commission

What contribution would you most like to make?

A more efficient and effective business of the growth of Midland/area for safe and secure business growth and home ownership. I have worked in obtaining building permits and working within the system to add new opportunities for continued prosperity. A customer oriented delivery of opinions and standards maintaining the high standards we already have in Midland.

Additional pertinent information or references:

Building programs in BSA required new facilities fitting the framework of safe operations and maintaining standards of the existing area. This experience would allow communications with benefits for the citizens of Midland while keeping high measures of quality Background in education and industry/ construction and governance

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Signature of Applicant



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Douglas Lance Lunsford

1811 Kensington Lane • Midland, Texas 79705
(432) 685-3407 Home (432) 210-5165 Cell

Doug.lunsfordmidlandtx@yahoo.com

Accomplishments

- I have a strong, positive, high level of energy that develops and maintains relationships with key accounts and new customers. My passion in the oil energy industry is to present energy clients with value added technical solutions to their services and assist in solving their problems.
- Possessing strong negotiating skills with positive communication abilities, with successful selling experience within the oil and gas industry, I have demonstrated the ability to understand sales processes while building strong relationships to close the business sale.
- A well-respected Sales professional I am capable of developing new accounts while growing existing accounts of large oil and gas companies as well as independent operators.
- My experience allows me to work closely with operations and field sales not only in the Permian Basin but throughout the United States
- These include: Wireline Open Hole Engineer, Log Analyst and Sales in Ahwaz, Iran, the Permian Basin Texas and Williston Basin of North Dakota. Pressure Pumping/Frac Sales in Permian Basin OneStim
- Weatherford Product Champion for SecureView (WFT Casing Inspection, Cement Evaluation), Specialty Perforating including StimGun services and Completion Logging
- For nine (9) years I served as Desk Engineer Chevron Mid Continent Business Unit for all Baker Hughes Services in addition to specific service as Open Hole Logging, Cased Hole Completions and new employee trainer for Cement Evaluation and Casing Evaluation; Basic and Specialty Perforating; Frac and pressure pumping
- Skillful Management of Market Information, TAM, Budget, Market Planning and Special Projects; including Social Networking, LinkedIn, Power User inSalesForce.com

Professional Experience

Account Lead – OneStim – Schlumberger • Midland TX • 02/01/2018 – 08/17/2019 (RIF)

- Develop a new active clientele and building existing customer base and increasing it for maximum production for the newly formed OneStim – merged from Frac/PDP/Completion Tools of Schlumberger Ltd. and Weatherford International.
- Increase sales and operations performance with merged equipment and services
- Develop sales plans using TAM with local operators for Pump Down Perforating
- Increase awareness of the OneStim Service Line with Permian Basin Operators
- Assist Science Technology Group with specifications for delineating the Parent/Child relationships and prevent collisions

- Introduce SLB Wireline Division and Completions Tools Division with personal operator contacts for added market

Technical Sales Representative IV – Weatherford Intl. • Midland TX • 11/11/2 M014 – 02/01/2018 Merged with OneStim

- Develop an active clientele for the SecureView Casing Inspection segment building existing customer base and increasing it for maximum production
- Increase sales and operations performance through education and marketing of the SecureView system
- Improve marketing for the Ultrasonic Radial Scanner service (UltraView) in the horizontal segment of drilling with the light cement and casing wear objectives.
- Increase awareness of the SecureView Logging systems in the Permian Basin targeting major production accounts.
- Increase the awareness of CH Completions logging including Production Logging and Pipe Recovery.
- Develop sales with local operators for perforating completions and Pump Down Perforating during the turn down of 2015. To include specialty perforating services such as WEM and StimGun services. Experientially grow the PDP services for the Permian Basin.
- 2016-2017 – Develop sales and marketing for PDP in the Horizontal Programs of the Permian Basin; Casing Inspection Services with SecureView that includes UltraView, FluxView, CalView, and BondView as a leader in sales and Interpretation as well as training.
- Developed three RealResults presentations presented by Weatherford in Sales Marketing for UltraView, CalView, and

Operations Marketing Account Manager II–Baker Hughes Wireline Services • Midland, TX • 8/1/2005 – Nov 2014

- Maintain sales strategy directly related to completions, casing inspection, Pipe Recovery/Production Logging and Horizontal and Stage Perforating.
- Increase sales performance for Open Hole logging programs directly related to Permian Basin clientele
- Develop sales techniques for casing inspection with both corrosion defects and/or mechanical defects;
- Design and conduct training for clients to understand and use Wireline products correctly and lower their operational expenses for Value Added Performance.
- Collaborate in cross divisional team efforts for utilizing Blue Well Bore solutions to customer needs.

Director of Support Service–BSA • Irving TX • Sep 1989 – Aug 2005
Abilene, TX – San Angelo TX – Jacksonville FL – Miami Lakes FL – Corpus Christi TX

- Managed 27 professional and 18 clerical personnel in business development of organization with \$25 million budget
- Developed and maintained annual budgets containing costs of from \$1.7MM to \$25MM in four geographic locations

- Planned and guided two (2) construction projects for \$4.5 MM in Orange Park and Hawthorne, FL. Came in under budget and two (2) months earlier than scheduled.
- Established a sales plan to divest company of a camp property valued at \$950M which sold for \$13.2MM to a non-profit land conservation and restoration group in Inverness FL
- Managed a large number of volunteers and professionals in program, membership and Finance in five (5) different locations.
- Promoted the branding and mission of the organization in all operations and business practices

Sales Engineer • Rice Engineering (DuoLine) • Midland TX and Wichita KS • Jan 89-Jul 89

- Developed new client base for lined tubular use in hazardous area production
- Rice had no experience with sales marketing in the oil industry; developed sales plan for hazardous materials produced
- Instructed two more sales people on use of the new company sales plan in conjunction with their technical training on the product
- Increased sales of product in three major field areas and introduced two new areas including the Yates with Marathon in Pecos Co. TX

VP Operations/Sales Fifty Five Well Service • Midland TX / Lovington NM • Mar 1986- Oct 1989

- Managed a staff of sixty eight (68) well service personnel including three pushers, two sales people two clerical staff and one mechanic.
- Developed and maintained profitable deep work over unit operations with organization and new reporting system on computers
- Build new budget and operating system base for ten (10) deep well workover units
- Developed new Safety Plan with Safety and Company Policy Handbook to decrease Insurance costs and provide safe operations for employees
- Produced a Company Plan of Operation Handbook for 55 with Charles Gillespie Oil personnel included
- With increased quality of service, decreased costs, and increasing sales/marketing was able to lease two more shallower units during the decrease of operating oil prices and declining drilling rigs
- Increased sales and public relations during an industry slowdown operating with a profit and no rigs shut down.

Production Technician / Intern Schoolboy • The Superior Oil Company • Midland and Conroe TX Jun 1970 – Aug 1972 and Jan 1978-June 1979

- Rejoined as Production Technician in February 1978 serving as on site company representative for all logging jobs offshore Sabine Pass where Dresser Atlas was logging and perforating
- OH company representative for logging wells in Conroe, Laredo, and Offshore Texas for all Wireline Service Companies
- Assisted with well completions for wireline logging and perforating offshore and land locations
- 1970-1972 –

- Worked Summers, Holidays as a laborer with Construction Carpenter and Production Department from June 1970 until August 1972
- During school sessions at Odessa College, worked as laborer and weekend Yard Gate safety watch

Logging Engineer and Log Analyst – Sales •Dresser Atlas • Odessa TX, Ahwaz Iran, Williston ND, Midland TX

- OH Hole Engineer, in Odessa running Heavy Logger managing a crew of three (3) in Permian Basin during boom years averaging 95 hours a week (1975-76)
- In Ahwaz, Iran 1976-78 worked a Heavy Logger in the toughest terrain of Iran managing a crew of eight (8). Services also included some Free Point/Back-Off and completions logging including CBL and perforating from my OH Truck
- Williston ND opened a base with manager in 1979 with one (1) OH Logger and two (2) CH completion trucks; added Vertilog specialty truck ending with three (3) OH and five (5) Completion vehicles and managing one (1) sales engineer
- Midland TX as Sr. Sales Engineer promoted to Log Analyst (Sales); managed sales for OH, NLL Pulsed neutron, Carbon Oxygen, and Vertilog for two major companies and a host of independents.

Wireline and Sales Skills

Open Hole Logging	Lunch and Learn Instruction	Land Safe / Safe and Well
Completions Logging	Financial Administration	Export Control
Pulsed Neutron	Total Quality Management	Emergency Operation
Perforating	High Performance Sales	Planning
Specialty Perforating (StimGun)	Professional Sales Seminar	HSE&S Observation Process
Casing Inspection	Negotiation I	MS Office - Power Point,
Cement Evaluation	Customer Relations Mgmt	Excel, Word
Production Logging	Power Presentations	International Workplace
Pipe Recovery	Professional Sales Seminar	Harassment – Managers
Tubing Conveyed Perforating	Effective Time Management	Dale Carnegie Public
Stage Perforating (PnP)	SalesForce.com / eCRM	Speaking and Sales Seminar
Horizontal Pump Down (PDP)	VDIS – Logistics Mgmt	Train the Trainer
	Diversification/Team Building	

Hobbies and Outside Interests

Eagle Scout, Vigil Honor, Silver Beaver	Genealogy
Boy Scouts / Assistant Scout Master / OA	Wood Working and Toy Making
James E. West Fellow - BSA	Native American - Indian Lore
Rotary International	Singing as part of Woapalane Drum
Paul Harris Fellow – Rotary	Camping – Fishing – Kayaking

Education

West Texas A&M University – Canyon Texas
Bachelor of Science – Industrial Technology – May 1975

Odessa College – Odessa Texas Sep 1970-May 1972
General Studies - Geology



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: STEVEN VILLELA

Address: PO BOX 10721
MIDLAND TX 79702
(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 20 years.

Professional and/or Community Activities:

I manage two companies; the first one is a tortilla factory my parents have had for many years, and the second one a landman company I started. I'm a board member for the Hispanic Chamber of Commerce, Co-Chair for the Teen F.L.O.W. Youth Ministry Fundraising Committee, leadership for the Midland LLC, and an ambassador for TPUSA.

What is your personal vision for the City?

I want the city to not only be a place to make money but where you can spend it without having to go to DFW, San Antonio, Austin or any other metropolitan area to have fun. I want to help more entertainment companies start/grow in our area. Facilitate Midland grow so young families can decide that this is where they want to plant roots, build a life and send their kids to school here.

Please specify any time constraints you may have.

I am extremely flexible with my hours.

Date: 1/30/2020

Phone: 432-235-4792 (Home)

(Business)

Email: STEVENVILLELA@GMAIL.COM

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: MANAGER AT TORTILLERIA LA MEXICANA

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corporation

Please tell us why you are interested in serving on this board or commission.

I want to serve on this community to bring some newer ideas of entertainment companies we can either help start or bring to the area. Helping our community have more things to do for families and young adults alike.

What contribution would you most like to make?

I would like to help the board get in contact with other companies that want to start entertainment companies that would work in our city/community. Be a different type of thinker to make the board more diverse in ideas, and finally bring somebody on that has more time to be able to visit/travel to other cities to visit companies we might be interested in bringing to Midland.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

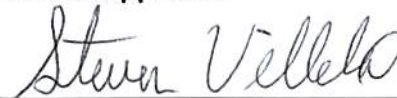
Jose Cuevas, work number: 432-520-3529, email: jcuevas@jumburrito.com

John Bergman, Cell 432-638-2001, Email: john@bergmanresources.com

Jay MArquez, Cell 432-214-5301, Email jay@teenflow.com

Applications are maintained on file in the City Secretary's office for a period of one year. Should you need additional information, please call us at 432-685-7430.

Signature of Applicant



Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

[Submit Via Email](#)

[Print Application](#)



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Lynn Richardson

Address: 1405 SAN FRANCISCO AVENUE
MIDLAND TX 79705
(City) (State) (Zip)

Date: 11/30/2020

Phone: 901-568-3109 (Home)
432-227-5970 (Business)

Email: Captain Safety 55@gmail.com

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

Are you a graduate of Midland 101? ☐ yes ☒ no

I have lived in Midland 7 years.

Occupation: Regional HSE MANAGER

Professional and/or Community Activities:

Vice-President Permian Basin Chapter American Society of Safety Professionals
Board of Directors for Adobe Meadows Homeowners Association
Fairmont Park Church of Christ, Elder and Active in church work

What is your personal vision for the City?

Our city needs to come together and work together to solve the
problems of our community. We need to plan our future rather
than dwell on our past, we need to learn from our mistakes and not
repeat them.

Please specify any time constraints you may have.

My only time constraint would be if I am out of town on
business.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Spaceport Development Corporation

Please tell us why you are interested in serving on this board or commission.

I grew up in Alabama 60 miles west of Huntsville during the space race
to the moon. My sister, brother-in-law and uncles worked for NASA,
Boeing and others to put us on the moon. If September 22, 2020 is
Midland part of the next generation of space travel

How I want to be able to help secure that for us.

What contribution would you most like to make?

I would like to supply my technical expertise as an engineer with a deep love for the Space Program to help find the right match for Midland.

Additional pertinent information or references:

see Attached Resume

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Thomas Lynn Richardson

Applications may be submitted online via email or print in order to send by mail or fax:

City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

THOMAS LYNN RICHARDSON
1405 San Francisco Avenue
Midland, Texas 79705
901-568-3109 (C)
Captainsafety55@gmail.com

ACCOMPLISHMENTS AND PROFICIENCIES

- Two facilities accepted into OSHA Voluntary Protection Program (Region IV) – worked on third facility that achieved VPP status after I left
- Served as Corporate HS&E Manager, Division HS&E Manager, and Plant HS&E Manager in various locations
- Managed safety, environmental and engineering professionals at multiple locations
- Implemented Industrial Hygiene Programs at several plants
- Taught seminars and lectured at conferences
- Implemented Behavior based safety programs at several locations with outstanding results in incident reduction and employee participation
- Coordinated large-scale drills with fire and HAZMAT units at multiple plants
- Developed or upgraded PSM programs at numerous locations
- Wrote or updated Risk Management Plans at numerous locations
- Negotiated settlements with OSHA, EPA, and Local Agencies
- Written facility, division, and corporate policies and procedures
- Achieved Safety and Environmental awards for Plants
- Developed close working relationships with OSHA and EPA in multiple regions
- Prepared budgets for Corporate, Division, and Plant level for HS&E
- Served as Radiation Safety Officer at multiple locations.
- Conducted Seminars for HS&E Topics at Junior College and filmed HAZCOM tape series for Carpet and Rug Institute
- Certified by both accreditation agencies for Safety (CSP, CSS, CSM)
- Media Trained
- Facilitated Responsible Care Committees at multiple locations
- Filed comments with OSHA and EPA on new regulations
- Represented Zeon Chemicals with testimony at State Congressional Committee on Regional Waste Compact
- Chair of Central States Region PSM Network for AFPM 2017-2018; served on multiple API subcommittees
- Managed corporate conversion of MSDSs to SDSs
- Speaker at multiple AFPM conferences
- Wrote Alternate Security Plan (Homeland Security) for Refinery
- Experienced auditor for Safety, Process Safety, and Industrial Hygiene
- Designated as company site representative for depositions
- Hold Green Belt Lean Six Sigma

EDUCATION

BS Auburn University
Chemical Engineering

MS Eastern Kentucky University
Safety, Security, and Emergency Management (4.0 GPA)

EXPERIENCE

2018 – Present

CHEMPLEX | SOLVAY-NOVECARÉ **Regional HSE Manager**

Responsible for HSE support for multiple plants along with assisting with DOT Fleet Management and site security. Based in Midland with direct responsibility for three local sites. Implementing new corporate Life Saving Rules while updating current policies and procedures. Writing Division HSE Policies to support corporate policies. Involved in new Industrial Hygiene system rollout along with reviewing new policies being developed at Division and Corporate levels. Supporting the Corporate auditing program for PSM and Occupational Safety.

2017 – 2018

DELEK US REFINING, BIG SPRING, TEXAS REFINERY **Director of Safety, Process Safety, and Security**

See Below – Delek acquired Alon in June 2017

2013-2017

ALON USA REFINING, BIG SPRING, TEXAS REFINERY **Director of Safety, Process Safety, and Security**

Manage the site safety program, process safety management (PSM) program, Voluntary Protection Program (VPP) effort, and site security which includes Homeland Security, Write new and revise existing procedures; Revived Industrial Hygiene program; Responsible for Emergency Response Team; Upgraded emergency response system and equipment; Moved emergency response system to National Incident Management System (NIMS); Conducted annual multi-agency emergency drills; Reduced overdue PSM action items and post-startup MOC action items; Upgraded PHAs for units along with facilitation; Revised Risk Management Plan; Developed site safety manual for turnarounds and for general plant; Implemented behavior-based job audit system; CPR/First Aid Instructor at Refinery; Certified First Responder; Revised Homeland Security Documentation; IMPACT and ISNETWORLD administrator; Investigate accidents; Developed 2014, 2015, 2016, 2017 and 2018 Safety, Security, and PSM budgets; Working with OSHA Challenge Program to achieve VPP status; Implementing Ergonomics Program; Negotiated settlements with OSHA and Supplemental Environmental Project

(SEP) with EPA; Supervise two safety professionals, VPP coordinator, one administrative assistants, and the security force.

2005 – 2013

VALERO ENERGY COMPANY, MEMPHIS REFINERY
Staff Safety Engineer

Provide support for both Occupational Safety and Process Safety Management; Member of HAZMAT Team, Oil Spill Team, and Medical Team; Incident Commander Trained; Incipient Fire Responder; Safety Officer in EOC; American Heart CPR/First Aid Instructor at Refinery; Certified EMR; Write numerous policies and procedures; Provide Industrial Hygiene Support; Provide Ergonomics Support Qualified PHA facilitator and conduct / assist in performing HAZOPS; Chair Joint Health and Safety Committee; Completed Valero HS&E Auditor Program and served as either a Safety or PSM auditor on Corporate Audits; Help to maintain the PSM Database; IMPACT and ISNETWORLD Administrator at refinery; Provide monthly safety statistics / metrics for Refinery; TOP and Root Cause Incident Investigation Trained; Provide various training as needed; Stepped in for several months in 2007 to fill in for PSM and Safety supervision when Departments were without a manager; prepared budgets in 2007 and 2011; Revised RMP; Compiled VPP Application and developed presentation for Decision Review Board and TOSHA; Serve as CTEMS representative for HS&E Department; Minor environmental assistance; Serve on Volunteer Council; Active as Valero Volunteer. (New Plant Manager did not want safety engineer)

1999 – 2005

NUTRA-FLO COMPANY, SIOUX CITY, IOWA
Corporate Environmental Health and Safety Manager

Responsible for all health, safety, and environmental programs including PSM for all Kay-Flo Industry locations (5) in Iowa and Nebraska. Managed one safety professional, one safety technician, corporate draftsperson, and one process engineer; responsible for half of the human resources function and part of the engineering and construction. Worked with all phases of the insurance program along with Worker's Compensation. Wrote and acquired training grants from state. Wrote programs, conducted training, conducted audits, and filed all required government paperwork for OSHA, EPA, and Local Agencies. Negotiated settlements for OSHA and EPA issues that were inherited; conducted Industrial Hygiene testing; filed air, water, and construction permits for multiple facilities; good working relationship with federal and state agencies; Facilitated HAZOPs. (Left for better position at Premcor / Valero Energy.)

1994-1999

CONSULTING AND SALES, DENVER COLORADO

Independent contractor for engineering, safety, and environmental work. Worked in sales to augment income.

1993-1994

TOTAL PETROLEUM, INC., DENVER COLORADO
Corporate Environment and Safety Auditor

Develop, wrote, and conducted comprehensive safety and environmental Audits including PSM. Wrote audit reports including recommendations for correcting deficiencies. Provided consultation to facilities for training and on rules and regulations. Provided PSM support after audits to gain compliance.

1992-1993

COASTAL REFINING AND MARKETING, INC., KANSAS
REFINING DIVISION, WICHITA, KANSAS
Division Manager of Environment, Health, and Safety

Supervise two safety and three environmental engineers. Responsible for all environmental, health, and safety activities including serving as the Division PSM Manager for three refineries and one pipeline system. Developed programs for compliance, interfaced with applicable agencies, conducted audits, wrote policies and procedures for EH&S. Negotiated settlements for inherited problems and supervised clean-up operations for environmental issues. Coordinated the development of a process safety program and conducted Process Hazard Analyses on processes. Developed budget for all four EH&S locations.

1990-1992

ZEON CHEMICALS MISSISSIPPI, HATTIESBURG,
MISSISSIPPI
Safety and Environmental Manager

Provided all safety and environmental support for the facility. This included hazardous and non-hazardous waste disposal, plant safety program, audits, OSHA regulations and agency interface, EPA regulations including SARA III, TSCA, RCRA, CERCLA, storm water, clean air, and fugitive emissions. Engineering for safety and environmental projects. Conducted Process Hazard Analyses for local and corporate projects. Conducted corporate training in PHA, HAZWOPER, clean air, and Process Safety Management. Applied facility into the OSHA Voluntary Protection Program; conducted Industrial Hygiene testing.

1983-1990

RHONE-POULENC, FORMERLY LYNDAL DIVISION OF
COLLOIDS, FORMERLY HI-TEK POLYMERS LIQUID
SPECIALTY CHEMICALS (DIVISION OF RTZ CHEMICALS),
FORMERLY LYNDAL CHEMICAL COMPANY, DIVISION OF
MILLMASTER ONYX GROUP INC., DALTON, GEORGIA
Safety and Environmental Coordinator

Provided process and project engineering along with HS&E engineering. Developed spill plans, safety programs, hazardous and non-hazardous waste disposal, Industrial Hygiene sampling, wrote operator manuals,

purchased safety supplies, performed engineering and safety projects, constructed waste pre-treatment facility, obtained approval as OSHA VPP site

1982-1983

**KENDALL COMPANY, DIVISION OF COLGATE-
PALMOLIVE, BETHUNE, SOUTH CAROLINA**
Temporary Process Engineer

Provided start-up support for new production line. Support included: trouble-Shooting, design modification, design specification, debugging of Equipment, operator training, safety training, process documentation, and production assistance.

1981-1982

**FIBER INDUSTRIES, DIVISION OF CELANESE
CORPORATION, SALISBURY, NORTH CAROLINA**
Filament Development Engineer

Implemented R&D projects in the facility, conducted trials, completed special orders for production, troubleshooting of development products, analysis of daily operating problems to determine solutions, and safety audits.

1979-1981

**MONSANTO COMPANY, AGRICULTURAL PRODUCTS
DIVISION, ANNISTON, ALABAMA**
Process and Project Engineer

Developed product improvement plans for two product lines. Developed project scopes, purchased equipment, installed equipment, trained operators, conducted safety audits, updated process documentation, process troubleshooting, part of start-up team for new process.

PROFESSIONAL ORGANIZATIONS

American Institute of Chemical Engineers 1979- Present

American Society of Safety Engineers (1984 – Present)

Vice-President West Tennessee Section for 2010-2012

President 2012-2014

American Society of Safety Professionals (Formerly ASSE)

Vice Present Permian Basin Section for 2019-2021

World Safety Organization (1986 – Present)

Member of Board of Directors (2012 - 2014, 2015 - 2017)

American Fuels and Petrochemical Manufacturers Association (2014 –Present)

Vice-Chair PSM Network for Central States Region (2015-2017)

Chaired PSM Network for the Central States Region (2017-2018)

Member of three subcommittees for API Assessment Revisions (2017-2018)

CERTIFICATIONS

Certified Safety Specialist (CSS)
Certified Safety Professional (CSP)
Certified Safety Manager (CSM)
Professional Member of ASSE
Certified Hazardous Materials Manager (expired)
Emergency Medical Responder (EMR)
OSHA 510 and 511 Certified
Green Belt Lean Six Sigma

CIVIC

President of Suburban Rotary Club (Sioux City, Iowa) 2004-2005
Vice-President Suburban Rotary Club 2003-2004
Fairmont Park Church of Christ, Elder and active in church work, 2014-Present
Past member of Board of Directors Howard County (Texas) United Way 2015-2016
Board of Directors for HOA 2017 – Present (term ends 2020)

OTHER

Hold a Transportation Worker Identification Credential (TWIC) card (trusted agent)

HONORS

Phi Kappa Phi and Golden Key Honor Societies at ECU for graduate school



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

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PLEASE TYPE OR PRINT CLEARLY:

Name: Mercedes R. Buchanan

Address: 6807 Ranch Hand Drive

Midland TX 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ² years.

Professional and/or Community Activities:

United Way Education Panel, Stonegate MOPS Finance Director, Be the Bridge Midland Participant,

Project Manager for Community Fest 2020 at Community Worship Center,

Lonestar Trails HOA Capital Improvements & Events Committee

What is your personal vision for the City?

Midland will be a thriving place of culture, economic development, education and career growth and development.

The tall city has enormous potential to sustain the economic growth rate if we properly plan for the ebb and flow of the economy and exponential growth. Midland is a great place for families and we must ensure it continues to be its best for every family.

Please specify any time constraints you may have.

None.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Midland Development Corp

Please tell us why you are interested in serving on this board or commission.

As former Chief of Staff to a politician, I worked with the NYC Council Budget & the Comm. on zoning/land use and economic dev.

I believe in the power of local government and want to do my part as a citizen by serving in areas I have previously worked.

Date: //3920

Phone: 347-852-0551 (Home)

(Business)

Email: mercedes.r.buchanan@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Community Activist

What contribution would you most like to make?

Helping to ensure equity is provided to all Council Districts as the City expands and brings new business opportunities to the community. Provide perspective from an economic development point of view as well as a stay-at-home mother and homeowner.

Additional pertinent information or references:

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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Midland, TX 79702
FAX: (432) 685-7433

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PLEASE TYPE OR PRINT CLEARLY:

Name: Rachel Walker

Address: 4604 Gleneagles DR

Midland TX 79707

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ⁴ **years.**

Professional and/or Community Activities:

I am currently enrolled in Midland 101. I am the Communications/PR lead for the Midland Liberty Leadership Council where young

adults discuss politics and policy. I am finishing up my training to volunteer with Reflections Ministries' sex-trafficking victims.

Professionally, I am involved in various committees for oil and gas trade organizations.

What is your personal vision for the City?

Like Mayor Payton has said, I want Midland to be a city people are excited to move to and don't look at it as "passing through." My husband nor I are from Midland or West Texas, but we love this city and are committed to making Midland as beloved for others as it is for us. I want to help Midland be better any way I can because I believe Midland can be the place that people never want to leave.

Please specify any time constraints you may have.

As long as I know dates and times of meetings ahead of time, I should have no issue in shuffling professional or personal commitments.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Parks and Recreation Commission

Please tell us why you are interested in serving on this board or commission.

It's no secret that we live in a desert, but our city's parks are an oasis in the desert. I want to be a part of ensuring our existing and future parks are enjoyable for generations to come. The City of Midland also does a great job of providing citizens with ways to get

Date: 1/31/2020

Phone: 325-642-9539 (Home)

(Business)

Email: rwalker@crowquest.com

(↓ I am currently enrolled)
Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: CrownQuest Public Affairs Manager

out of the house and enjoy our parks (like Movies in the Park). I hope to help dispell the rumor that there's nothing to do in Midland.

What contribution would you most like to make?

I used to work for the city as the police department's Communications Specialist. I learned during that time the delicate balance between meeting citizens' wants and budget restraints. I assume that balance is only escalated in the Parks and Recreation Dept.

I would like to help explore new ways to attain the department's wish list while maintaining fiscal responsibility for citizens.

Additional pertinent information or references:

Sergeant Jimmy Young jyoung@midlandtexas.gov

Chief Seth Herman sherman@midlandtexas.gov

Lauren Melear lmelear@crowquest.com

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant



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City of Midland

City Secretary's Office

PO Box 1152

Midland, TX 79702

FAX: (432) 685-7433

Submit Via Email

Print Application

ANIMAL SERVICES ADVISORY COMMISSION

(Decision Making; Membership - 6: Terms - 4 Years Expiring 4 odd and 2 even)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Leah Lewis	Sept 30 2021	100%	3	3	Yes	
Robert "Robin" Donnelly	Sept 30 2021	100%	3	3	Yes	
Dr. Laura (Erickson) Lee (Vet)	Sept 30 2022	67%	2	3	Yes	
Alyson Dial	Sept 30 2022	100%	3	3	Yes	
Dr. J. Annette Jensen (Veterinarian)	Sept 30 2024	33%	1	3	Yes	Appointed April 2020
Tasha Sport	Sept 30 2024	33%	1	3	Yes	Appointed April 2020
Sharla Hotchkiss	Sept 30 2024	33%	1	3	Yes	Appointed April 2020
APPLICANTS NAME	Additional Boards Applying to	NOTES				
Tracye Gearhart						

AIRPORT PLANNING & DEVELOPMENT BOARD

(Advisory; Membership - 10: Terms - 3 Years Expiring 3-3-4)

Ex-Officio Members are the City Manager and the City Attorney. The Secretary is the Director of Aviation.

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
John Trischitti III	Sept 30 2020	56%	5	9	No	
Bill Dingus	Sept 30 2020	100%	9	9	No	
Wes Reeves	Sept 30 2020	89%	8	9	Yes	Still Intrested in Serving
Keith Valentine	Sept 30 2020	33%	3	9	Yes	Still Intrested in Serving
Armand "Chip" Smith	Sept 30 2021	78%	7	9		
Nick Hood	Sept 30 2021	89%	8	9		
Earl Erdman	Sept 30 2022	100%	9	9		
Scooter Brown	Sept 30 2022	56%	5	9		
Justin Kuethe	Sept 30 2022	67%	6	9		
Nick McClure	Sept 30 2022	56%	5	9		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
James Gerety	MDC					
Gena Linebarger						
Howard "Butch" Morgan						
John M. Williams						
Benjamin Fietz						
Joshua Lorenz						

CITIZENS DEVELOPMENT AND HOTEL/MOTEL ADVISORY BOARD

(Advisory; Membership - 7: Terms - 2 Years Staggered)

4-2020, 3-2021

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Joey Hopkins	Sept 30 2020	100%	3	3	Yes	Still Intrested in Serving
Ashlee Nelson	Sept 30 2020	33%	1	3	Yes	Still Intrested in Serving
Alex Singh	Sept 30 2020	100%	3	3	Yes	Still Intrested in Serving
Becky Wisdom	Sept 30 2020	100%	3	3	Yes	Still Intrested in Serving
Ellen K. Rasmsey	Sept 30 2021	100%	3	3	Yes	
Kate Williamsom	Sept 30 2021	100%	3	3	Yes	
David Blackketter	Sept 30 2021	100%	3	3	Yes	
APPLICANTS NAME	Additional Boards Applying to	NOTES				
Brandon Ofield						

MIDLAND DEVELOPMENT CORPORATION
(Membership - 7: Terms - 3 Years - Staggered)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Chase Gardaphe	Jan 14 2022	70%	7	10	Yes	
Wesley Bownds	Jan 14 2022	100%	10	10	Yes	
Barry Simpson	Jan 14 2022	90%	9	10	Yes	
Stephen Lowery	Jan 14 2023	100%	10	10	Yes	
P Lourcey Sams	Jan 14 2023	40%	4	10	Yes	Appointed April 2020
Jill Pennington	Jan 14 2023	40%	4	10	Yes	Appointed April 2020
Elaine Bedell	Jan 14 2023	40%	4	10	Yes	Appointed April 2020
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
James Gerety	APDB					
Mercedes R. Buchman						
Kathryn Chandler						
Wes Gotcher	MHAC & P&Z					
Adam Lawlis						
Douglas B. (Doug) Schmidt						
Steven Villela						

MIDLAND-ODESSA URBAN TRANSIT DISTRICT BOARD
(Advisory; Membership - 6: Terms - 2 Years Staggered)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
VACANT (Westmoreland)	Sept 30 2019	0%		10	Yes	
E.J. Baldrige	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Iris Foster	Sept 30 2019	90%	9	10	Yes	Still Intrested in Serving
Joseph Sanchez	Sept 30 2020	70%	7	10	Yes	Appointed Dec 2019
Jack Ladd	Sept 30 2020	10%	1	10	Yes	Appointed July 2020
John Norman	Sept 30 2021	0%	0	10	Yes	Appointed July 2020
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				

MIDLAND HOUSING AUTHORITY COMMISSION
(Advisory; Membership - 5: Terms - 2 Years Expiring 2-3)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Dennis Bade	Oct 30 2020	100%	6	6		Still Intrested in Serving
Marjorie McQuerry	Oct 30 2020	33%	2	6		Still Intrested in Serving
Brandon Bradley	Oct 30 2021	50%	3	6		
Sylvester Cantu	Oct 30 2021	120%	6	5		
Cheryl Wadley (Res. Comm.)	Oct 30 2021	100%	5	5		
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Wes Gotcher	MDC & P&Z					
Robert Lehrer						

PLANNING AND ZONING COMMISSION
(Advisory; Membership - 7: Terms - 3 Years)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Warren Ivey	Sept 30 2020	63%	15	24	No	
Joshua Sparks	Sept 30 2020	96%	23	24	No	
Diane Williams	Sept 30 2020	83%	20	24	Yes	Still Intrested in Serving
Reggie Lawrence	Sept 30 2021	71%	17	24	Yes	
Chase Gardaphe	Sept 30 2022	79%	19	24	Yes	
Kevin Wilton	Sept 30 2022	50%	12	24	Yes	
Karmen Bryant	Sept 30 2022	79%	19	24	Yes	
ALTERNATES:						
Stacey Jo Grosse	Sept 30 2021	13%	3	24	Yes	
Lucy Sisniega	Sept 30 2022	83%	20	24	Yes	
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Samantha Clark						
Adrian Carrasco						
Wes Gotcher	MDC & MHAC					
Emily Holeva						
Zachary Deck						

OIL AND GAS ADVISORY COMMITTEE

(Advisory; Membership - 5: Terms - 3 Years Expiring 2-2-1)

2 Real Property Developer, Real Estate Sales, or Developer; 3 Lic. Petroleum Engineer, Engineer w/ Bachelor, or Geologist

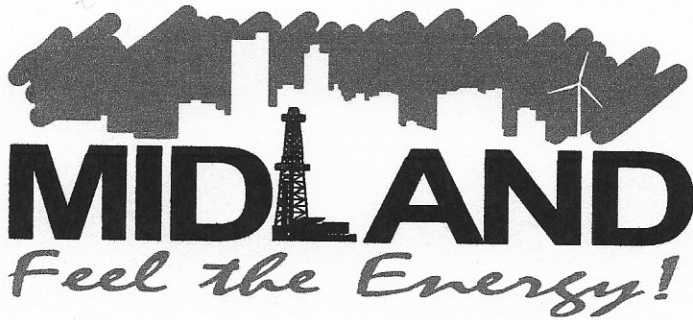
MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Court Adkins (Petro. Eng.)	Sept 30 2020	75%	6	8	Yes	Still Intrested in Serving
Stephen Brumley (Petr En)	Sept 30 2021	75%	6	8	Yes	
Bill Lanier (Real Estate)	Sept 30 2021	75%	6	8	Yes	
Scott Bowden (Real Estate)	Sept 30 2022	63%	5	8	Yes	Appointed Oct 2019
Ross Klabon (Petro. Eng.)	Sept 30 2022	50%	4	8	Yes	Appointed Oct 2019
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Layton Hargesheimer						

PARKS AND RECREATION COMMISSION
(Advisory; Membership - 9: Terms - 3 Years Expiring 3-3-3)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Lisa Fitzgerald	Sept 30 2020	25%	1	4	No	
Michael Harris	Sept 30 2020	75%	3	4	No	
Shirley Howard	Sept 30 2021	50%	2	4	Yes	
Connie Ferguson	Sept 30 2022	50%	2	4	Yes	
Stephanie Martin	Sept 30 2022	50%	2	4	Yes	
Laura Smith	Sept 30 2022	50%	2	4	Yes	Appointed Oct 2019
Francis Schammel	Sept 30 2022	50%	2	4	Yes	Appointed Oct 2019
Susannah Prucka	Sept 30 2023	25%	1	4	Yes	Appointed April 2020
Lynn Rogers	Sept 30 2023	25%	1	4	Yes	Appointed April 2020
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				
Heather Ferrell						
Douglas Lance Lunsford						
Joseph Schwab						
Rachel Walker						

ZONING BOARD OF ADJUSTMENT AND AIRPORT ZONING BOARD OF ADJUSTMENT
(Advisory; Membership - 5: Terms - 2 Years Expiring 3 Odd & 2 Even)

MEMBER	TERM EXPIRES	ATTENDANCE	MEETINGS ATTENDED	TOTAL MTGS	ELIGIBLE	NOTES
Matthew Wallace	Sept 30 2020	75%	3	4	No	
Derek Whiting	Sept 30 2021	100%	4	4	Yes	
E.J. Baldrige	Sept 30 2021	100%	4	4	Yes	
VACANT (Rittenhiuse)	Sept 30 2022	25%	1	4	Yes	
Reed Claybrook	Sept 30 2022	50%	2	4	Yes	
ALTERNATES: (not applicable to Airport Zoning)						
James Robert Franklin	Sept 30 2021					
VACANCY	Sept 30 2019					
VACANCY	Sept 30 2020					
Applicants Name	Additional Boards Applying to	COUNCIL NOTES				



APPLICATION FOR CITY OF MIDLAND BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Benjamin (Ben) Fietz

Address: 2801 Fairfield Ln

Midland TX 79705

(City)

(State)

(Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland ³¹ years.

Professional and/or Community Activities:

Professionally, I fly for the Scharbauer family. In the community I have been heavily involved with the YMCA Indian Princess/Guides organization, as well as a baseball coach in the MJBA organization.

Date: 9/16/2020

Phone: 432-978-1696 (Home)

432-978-1696 (Business)

Email: Benjamin.Fietz@gmail.com

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: Corporate Pilot

What is your personal vision for the City?

Midland has been my home for 31 years. I feel as though the people of this community have been great ambassadors of the Permian Basin. I want to see our city continue to grow with the world around us, while keeping the same down-to-earth attitude that has kept this area great for so long.

Please specify any time constraints you may have.

I am on an as needed basis with my job. With that being said, I usually know my schedule at least a week ahead of time and can make plans to attend needed functions.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

I thoroughly enjoy aviation and have been apart of the Midland aviation community since 2002. With our airports being the gateway to our community, it is important maintain and improve our current airport system so that private, commercial and corporate aviators

have great airports to operate from.

What contribution would you most like to make?

I would like to use my years of aviation experience to help the airport board make informed decisions regarding the local aviation community. It is important to make sure that tax payer's monies are spent wisely and on improvements that benefit MDD and MAF.

Additional pertinent information or references:

I obtained my licesnes through Midland College. Upon graduation I worked at Basin Aviation, Chautauqua Airlines from 2007-2010, and since then as a local corporoate pilot. My travels allow me to expince aviation all over North America and the Carribean, which I view as a valuable asset to our community.

(2) Name of Board/Commission:

What contribution would you most like to make?

Additional pertinent information or references:

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Signature of Applicant

Benjamin J. J...

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City Secretary's Office
PO Box 1152
Midland, TX 79702
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As an applicant for a City board, commission, or committee, please be advised that all information on this application is subject to the Texas Open Records Act and will be available to the public.

PLEASE TYPE OR PRINT CLEARLY:

Name: Joshua A. Lorenz

Address: 1211 Castle Rock Ct.

MIDLAND TEXAS 79705

(City) (State) (Zip)

I am ☒ I am not ☐ a U.S. Citizen

Please tell us about yourself:

I have lived in Midland 6.5 years.

Professional and/or Community Activities:

Entrepreneur, local business owner (EnCore Permian), passionate aviator and aircraft owner, Midland non-profit board President

(The Attic Foster Network). Started an Oil company, over 500MM in Aircraft transactions and 300MM in real property and

Oil and Gas investments.

What is your personal vision for the City?

Pursue the highest good for Midland residents. I would like to see our service to the community commensurate with our local economy's economic prowess.

Please specify any time constraints you may have.

I work full time and also coach youth sports. I own a business and can be flexible to attend board meetings during the week.

Please list below the Board(s) or Commission(s) on which you are interested in serving:

(You can find a complete and current list on the City's website at www.midlandtexas.gov)

(1) Name of Board/Commission:

Airport Planning and Development Board

Please tell us why you are interested in serving on this board or commission.

To serve the residents of Midland, working to provide the highest and best use for the city's airport facilities.

Date: 9/16/2020

Phone: 214-422-9950 (Home)

432-695-9989 (Business)

Email: J.LORENZ@ENCOREPERMIAN.CC

Are you a graduate of Midland 101? ☐ yes ☒ no

Occupation: PRESIDENT, ENCORE PERMIAN

What contribution would you most like to make?

As a commercial pilot for 17 years I have substantial aircraft operating experience in the private and business aviation markets.

I believe I can provide a unique prospective as someone who understands business aviation and also as a resident and user of the city's airport facilities.

Additional pertinent information or references:

Wes Perry

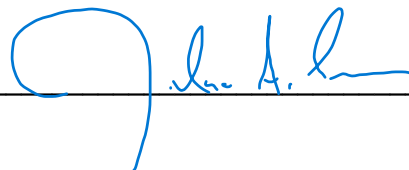
Spencer Robnett

Lori Blong

(2) Name of Board/Commission:**What contribution would you most like to make?****Additional pertinent information or references:**

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