**CITY OF MIDLAND, TEXAS**
**AGENDA FOR CITY COUNCIL MEETING**
**September 26, 2023 - 10:00 AM**
**300 North Loraine**
**Midland, Texas**
**Council Chamber - City Hall**

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

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

## OPENING ITEMS

1. Invocation – Pastor John Wymore, Livingway Four Square Church

2. Pledge of Allegiance

## CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. REGULAR SESSION OF SEPTEMBER 12, 2023

4. 2023-120 – RESOLUTION ACCEPTING THE PROPOSALS SUBMITTED BY UMR FOR THIRD PARTY BENEFITS ADMINISTRATION SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT INCLUDING SELF-INSURED MEDICAL, DENTAL, AND VISION CLAIMS ADMINISTRATION, LARGE CASE MANAGEMENT/PRECERTIFICATION, PREFERRED PROVIDER ORGANIZATION, PHARMACY BENEFIT MANAGER RETAIL/MAIL ORDER, AND SECTION 125 CLAIMS ADMINISTRATION; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSALS; AND AUTHORIZING PAYMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

5. 2023-121 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A NEW CAUSTIC CHEMICAL FEED SYSTEM AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $247,500.00 **(DISTRICT: NONE) (GENERAL SERVICES)**

6. 2023-122 – RESOLUTION AWARDING A CONTRACT FOR THE UTILITY EXTENSION PROGRAM 06 PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING

FUNDS **(DISTRICT: ALL) (GENERAL SERVICES)**

7. 2023-123 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, FOR CONSTRUCTION MANAGER-AT-RISK SERVICES RELATED TO THE DOUG RUSSELL BATH HOUSE PROJECT FOR A TOTAL COST OF $10,500.00 **(DISTRICT 3) (GENERAL SERVICES)**

8. 2023-124 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE YEAR CONTRACT WITH HACH COMPANY FOR MAINTENANCE OF HACH EQUIPMENT AT AN ANNUAL COST OF $264,302.15 **(DISTRICT: NONE) (GENERAL SERVICES)**

9. 2023-125 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND MANHOLE REHABILITATION PROGRAM - PHASE 1 PROJECT TO RED DEER CONSTRUCTION, LLC, FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES)**

10. 2023-126 – RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR FLEXIBLE SPENDING ACCOUNT, DEPENDENT CARE, COBRA, RETIREE BILLING AND HEALTH REIMBURSEMENT ACCOUNT SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

11. 2023-127 – RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR A BENEFITS ADMINISTRATION SYSTEM FOR THE ADMINISTRATIVE SERVICES DEPARTMENT **(DISTRICT: NONE) (GENERAL SERVICES)**

12. 2023-128 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAVERICK CIVIL & SURVEY, LLC, FOR PROJECT MANAGEMENT, COORDINATION, SURVEY, AND DESIGN SERVICES FOR UTILITIES CONFLICTS CREATED BY THE TEXAS DEPARTMENT OF TRANSPORTATION HIGHWAY I-20 EXPANSION FOR A TOTAL COST OF $120,000.00 **(DISTRICT: ALL) (GENERAL SERVICES)**

13. 113-2023 – MOTION AUTHORIZING THE CITY MANAGER AND THE CHAIRMAN OF THE MIDLAND DEVELOPMENT CORPORATION (MDC) TO NEGOTIATE AN AMENDED MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MDC, AND C. HODGES DEVELOPMENT SERVICES L.L.C. OR ITS ASSIGNEE, BASS PRO OUTDOOR WORLD, L.L.C., TO PROVIDE FOR (1) A 50% CITY SALES TAX REBATE FOR TEN YEARS, (2) $250,000 FROM THE CITY'S HOTEL-MOTEL FUND OVER TEN YEARS, AND (3) $5.5 MILLION IN MDC FUNDING FOR INFRASTRUCTURE COSTS (SUBJECT TO MDC BOARD APPROVAL); AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AN AMENDED PROPERTY TAX ABATEMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND BASS PRO OUTDOOR WORLD, L.L.C., TO PROVIDE FOR A 100% CITY PROPERTY TAX ABATEMENT FOR TEN YEARS; AND PROVIDING THAT ANY SUCH AGREEMENTS

SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE MIDLAND CITY COUNCIL **(DISTRICT 4) (CITY MANAGER)**

14. 114-2023 – MOTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF MIDLAND AND FIREHAWK AEROSPACE, INC., REGARDING CERTAIN CITY-OWNED PROPERTY LOCATED IN WINKLER AND LOVING COUNTIES, TEXAS **(DISTRICT: NONE) (CITY MANAGER)**

15. 2023-129 – RESOLUTION APPROVING THE TRANSFER OF 14 OIL AND GAS WELL PERMITS FROM MCM OPERATING, LLC ("OPERATOR") TO FIREBIRD ENERGY II, LLC ("TRANSFEREE"); AND APPROVING THE TRANSFER OF THE ROAD REPAIR AGREEMENT REGARDING SAID OIL AND GAS WELL PERMITS FROM OPERATOR TO TRANSFEREE; SAID OIL AND GAS WELLS BEING LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT 1) (DEVELOPMENT SERVICES)**

16. 115-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-044) WITH CROWNQUEST OPERATING, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 4, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES)**

**SECOND READINGS**

17. 10435 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING 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 **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

18. 10436 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

19. 10437 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 2, BLOCK 3, MELODY ACRES, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TANFORAN AVENUE, APPROXIMATELY 200 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

20. 10438 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR BLOCKS 202 AND 203, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH COLORADO STREET AND WEST DAKOTA AVENUE), BY PERMITTING A REDUCED MINIMUM SEPARATION OF ACCESSORY BUILDINGS FROM THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

21. 10439 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

22. 10440 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT**

**SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

23. 10441 – AN ORDINANCE CALLING A PUBLIC HEARING TO BE HELD JOINTLY BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO CONSIDER THE ADOPTION OF AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT" BY ADDING CHAPTER 1A, "CENTENNIAL ENTERTAINMENT OVERLAY DISTRICT" SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT AND PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY ZONING DISTRICT AND TO AMEND THE ZONING MAP ACCORDINGLY; PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN OF THE TIME AND PLACE OF THE JOINT PUBLIC HEARING; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE **(DISTRICT: ALL) (DEVELOPMENT SERVICES)** (FIRST READING HELD SEPTEMBER 12, 2023)

## PUBLIC HEARINGS

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

24. 10442 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

25. 10443 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

26. 10444 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE 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

**(DISTRICT 4) (DEVELOPMENT SERVICES)**

27. 2023-130 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BENEFIT CONCERT ON LOT 1, BLOCK 19, ELMWOOD ADDITION, SECTION 3, LOT 2A, BLOCK 19, ELMWOOD ADDITION, SECTION 7, LOTS 13 THROUGH 20, BLOCK 6, S. W. ESTES ADDITION, AND LOT 1A, BLOCK 5, S. W. ESTES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WHITAKER STREET AND WEST KANSAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 2) (DEVELOPMENT SERVICES)**

## MISCELLANEOUS

28. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY'S OFFICE)**

29. 116-2023 – MOTION AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO EXECUTE ALL DOCUMENTS NECESSARY TO SETTLE LITIGATION STYLED TRINITY PROPERTY CONSULTANTS, LLC V. CITY OF MIDLAND, ET AL. (COUNTY COURT AT LAW, MIDLAND COUNTY, TEXAS; CAUSE NO. CC24658) **(LEGAL)**

## PUBLIC COMMENT

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

## EXECUTIVE SESSION

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

a. Section 551.071, Consultation with Attorney

a.1. Discuss pending or contemplated litigation.

b. Section 551.087, Deliberate Economic Development Negotiations

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

Respectfully Submitted,

Tommy Gonzalez
City Manager

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

**MIDLAND CITY COUNCIL**
**MINUTES**
**September 12, 2023**

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., September 12, 2023.

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

The meeting was called to order at 10:02 a.m.

## OPENING ITEMS

1. Invocation – Pastor Robb Foreman, Homeline Baptist Church

2. Pledge of Allegiance

## PRESENTATIONS

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

   3a. Presentation of Proclamation for “Hunger Action Month”

   3b. Presentation of Proclamation for “National Surgical Technologists Week”

   3c. Presentation of Proclamation for “National Literacy Month”

## CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:

   4a. REGULAR SESSION OF AUGUST 22, 2023

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4b. REGULAR SESSION OF AUGUST 29, 2023 – ADOPT BUDGET & TAX RATE

5. 2023-113 – RESOLUTION AWARDING A CONTRACT FOR THE BRIARWOOD WATER AND WASTEWATER UTILITY EXPANSION PROJECT TO TEC EXCAVATION, INC., FOR AN AMOUNT OF $4,321,723.00; APPROVING $432,172.30 FOR CONTINGENCIES; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT 4) (GENERAL SERVICES)**

6. 2023-114 – RESOLUTION APPROVING A CONTRACT WITH NOUVEAU TECHNOLOGY SERVICES, LP, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A SOUND SYSTEM AT MOMENTUM BANK BALLPARK FOR A TOTAL COST OF $805,760.00; APPROVING $80,576.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES)**

9. 2023-116 – RESOLUTION AUTHORIZING THE PURCHASE OF AN ESTIMATED ANNUAL SUPPLY OF CHEMICALS NEEDED FOR THE TREATMENT OF DRINKING WATER FOR FISCAL YEAR 2024 FROM MULTIPLE BIDDERS, FOR A TOTAL COST OF $3,464,789.00 **(DISTRICT: ALL) (GENERAL SERVICES)**

10. 2023-117 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH JONES BROS DIRT & PAVING CONTRACTORS, INC., IN THE AMOUNT OF $2,500,553.50 FOR THE MAF TAXIWAY "E" RECONSTRUCTION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS)**

11. 105-2023 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT DATED MARCH 23, 2021, BETWEEN THE CITY OF MIDLAND, TEXAS, AND PARKHILL, SMITH & COOPER, INC., DBA PARKHILL; SAID AMENDMENT PROVIDING FOR (I) THE AIR CARRIER RUNWAYS AND TAXIWAYS PCI SURVEY AND GEOTECHNICAL TESTING PROJECT AND (II) THE INCREASED SCOPE OF THE AIRFIELD STORM SEWER SYSTEM PROJECT TO INCLUDE THE LOCATION OF SUBSURFACE UTILITY CABLES; APPROPRIATING $378,250.00 FOR SAID AIR CARRIER RUNWAYS AND TAXIWAYS PCI SURVEY AND GEOTECHNICAL TESTING PROJECT; AND APPROPRIATING $500,000.00 FOR THE AIRFIELD STORM SEWER SYSTEM PROJECT **(DISTRICT 4) (AIRPORTS)**

12. 106-2023 – MOTION AUTHORIZING THE MAYOR, CITY MANAGER, AND CITY ATTORNEY TO EXECUTE FEDERAL AVIATION ADMINISTRATION GRANT NO. 70 IN ORDER TO RECEIVE GRANT FUNDS FOR THE FOLLOWING PROJECTS: (I) NW BASIN WILDLIFE IMPROVEMENTS PROJECT; (II) RECONSTRUCT TAXIWAY E, WEST OF TAXIWAY A PROJECT; AND (III) AIR CARRIER RUNWAYS AND TAXIWAYS PCI SURVEY AND GEOTECHNICAL TESTING PROJECT **(DISTRICT 4) (AIRPORTS)**

13. 2023-118 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH BOLER EQUIPMENT SERVICE, INC., IN THE AMOUNT OF $1,698,086.50 FOR THE

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MAF NORTHWEST BASIN IMPROVEMENTS PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS)**

14. 107-2023 – MOTION AUTHORIZING THE EXECUTION OF A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS, AND THE DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION FOR CERTAIN SERVICES RELATED TO THE AIRFIELD DRAINAGE PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING $145,188.37 FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS)**

15. 108-2023 – MOTION AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. COMMITTEE FOR REFUGEES AND IMMIGRANTS IN THE AMOUNT OF $600,065.00 TO ASSIST THE CITY OF MIDLAND HEALTH SERVICES DIVISION WITH THE FUNDING AND DELIVERY OF REFUGEE IMMUNIZATION SERVICES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ALL NECESSARY ACCEPTANCE DOCUMENTS; AND AUTHORIZING AND DIRECTING THE CITY TREASURER TO DEPOSIT SAID GRANT FUNDS INTO THE GENERAL FUND **(DISTRICT: ALL) (COMMUNITY SERVICES)**

16. 109-2023 – MOTION APPROVING WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF GRASSLAND ESTATES, SECTION 25, BEING A RESIDENTIAL REPLAT OF LOT 1, BLOCK 11, GRASSLAND ESTATES, SECTION 7, CITY AND COUNTY OF MIDLAND, TEXAS. (GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF CROWLEY BOULEVARD AND WEST WADLEY AVENUE) **(DISTRICT 4) (DEVELOPMENT SERVICES)**

17. 110-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-040) WITH ENTERPRISE NAVITAS MIDSTREAM MIDLAND BASIN LLC REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 13 AND 24, BLOCK 37, T-3-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT: NONE) (UTILITIES)**

18. 111-2023 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE (23-329-045) WITH PIONEER NATURAL RESOURCES USA, INC., REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTION 1, BLOCK X, HP HILLIARD SURVEY, MIDLAND COUNTY, TEXAS **(DISTRICT 1) (UTILITIES)**

19. 112-2023 – MOTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC REGARDING CITY-OWNED PROPERTY LOCATED AT 4203 SHELL AVENUE, MIDLAND, TEXAS 79707 **(DISTRICT 4) (UTILITIES)**

Dan Corrales moved to approve Consent Agenda items 4-19, excluding items 7 & 8; seconded by Jack Ladd.

The motion passed by the following vote:

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

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

7. 2023-115 – RESOLUTION AWARDING A CONTRACT FOR THE NORTH CITIZEN COLLECTION STATION PROJECT AND THE WEST CITIZEN COLLECTION STATION PROJECT TO ONYX GENERAL CONTRACTORS, LLC, FOR A COST OF $6,422,091.20; AND TRANSFERRING AND APPROPRIATING FUNDS **(DISTRICT: ALL) (GENERAL SERVICES)**

   Solid Waste Director Jeffery Ahrlett gave a brief overview of the item noting in order to elevate the collection site, which is much larger, there is a lot of paving and concrete involved.

   Jack Ladd moved to approve Resolution No. 2023-115; seconded by Robin Poole.

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

8. 104-2023 – MOTION APPROPRIATING THE SUM OF $2,500,000.00 FROM THE FISCAL YEAR 2023 GENERAL FUND OPERATING BUDGET (001041) TO THE PUBLIC SAFETY FACILITY IMPROVEMENT PROJECT **(DISTRICT: NONE) (GENERAL SERVICES)**

   Managing Director and Fire Chief Chuck Blumenaur gave a brief overview of the item noting they are enclosing the old courtyard at the fire station and creating a new work out facility so that firefighters won't need to exercise in the fire bays with the engines. This was creating a safety concern.

   Dan Corrales moved to approve Motion No. 104-2023; seconded by Amy Stretcher Burkes.

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

**SECOND READINGS**

20. 10434 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10283; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A

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MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION **(DISTRICT 1) (ENGINEERING SERVICES)** (FIRST READING HELD AUGUST 22, 2023)

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10434.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10434; seconded by John Norman.

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

## PUBLIC HEARINGS

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

21. 10435 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING 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 **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10435.

Mayor Blong opened the public hearing at 10:21 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. 10435; seconded by Dan Corrales.

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

22. 10436 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND

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COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10436.

Mayor Blong opened the public hearing at 10:22 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. 10436; seconded by Jack Ladd.

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

23. 10437 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 2, BLOCK 3, MELODY ACRES, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TANFORAN AVENUE, APPROXIMATELY 200 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 4) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10437.

Mayor Blong opened the public hearing at 10:22 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Robin Poole moved to approve the first of two readings of Ordinance No. 10437; seconded by Dan Corrales.

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

24. 10438 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR BLOCKS 202 AND 203, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH

DRAFT

COLORADO STREET AND WEST DAKOTA AVENUE), BY PERMITTING A REDUCED MINIMUM SEPARATION OF ACCESSORY BUILDINGS FROM THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10438.

Mayor Blong opened the public hearing at 10:24 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. 10438; seconded by Dan Corrales.

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

25. 10439 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10439.

Mayor Blong opened the public hearing at 10:25 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10439; seconded by John Norman.

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

26. 10440 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE

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TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10440.

Mayor Blong opened the public hearing at 10:26 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10440; seconded by Dan Corrales.

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

27. 2023-119 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A PUBLICATION LAUNCH PARTY ON LOT 2, BLOCK 2, CORPORATE PLAZA ADDITION, SECTION 21, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH EDWARDS STREET AND FIESTA AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS **(DISTRICT 2) (DEVELOPMENT SERVICES)**

Mayor Blong opened the public hearing at 10:27 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve Resolution No. 2023-119; seconded by Robin Poole.

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

28. 10441 – AN ORDINANCE CALLING A PUBLIC HEARING TO BE HELD JOINTLY BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO CONSIDER THE ADOPTION OF AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT" BY ADDING CHAPTER 1A, "CENTENNIAL ENTERTAINMENT OVERLAY DISTRICT" SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT AND PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY

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ZONING DISTRICT AND TO AMEND THE ZONING MAP ACCORDINGLY; PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN OF THE TIME AND PLACE OF THE JOINT PUBLIC HEARING; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE **(DISTRICT: ALL) (DEVELOPMENT SERVICES)**

Deputy City Secretary Vanessa Magallanes read the caption of Ordinance No. 10441.

Interim Development Services Director Rolandrea Russell gave a brief overview of the Centennial Entertainment Overlay District noting the positive impact it will have on entertainment and quality of life in the City of Midland. Ms. Russell also reported that a consultant has been employed to assist with the remainder of the project and to be sure all posting and other requirements are met. Ms. Russell further explained the need for a future public hearing on this item.

Mayor Blong opened the public hearing at 10:29 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Jack Ladd moved to approve the first of two readings of Ordinance No. 10441; seconded by John Norman.

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

**MISCELLANEOUS**

29. MOTION MAKING APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS **(DISTRICT: ALL) (CITY SECRETARY)**

Council Member Corrales briefly discussed the ongoing attendance issues regarding serving on City Boards and Commissions.

Chris Barnhill, CEO for PermiaCare, thanked the 5 candidates that applied for the PermiaCare board and made his recommendation for Mickey Cargile.

No action was taken on the Capital Improvement Advisory Committee. This item will be placed on a future agenda for consideration.

During the discussion of the Planning & Zoning Commission appointments, Council Member Corrales and Council Member Stretcher Burkes made a motion to request that Lucy Sisniega serve an additional year since this board is in need of members. After discussion from the Council it was decided to defer this item to a future meeting. Council Member Corrales withdrew the motion.

John Norman moved to appoint John Echols to the Airport Planning & Development Board, replacing Beverly Dillow; seconded by Dan Corrales.



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

Robin Poole moved to appoint Samuel Jolliffe to the Airport Planning & Development Board, replacing Wes Reeves; seconded by Dan Corrales.

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

Dan Corrales moved to reappoint Gena Linebarger to the Airport Planning & Development Board; seconded by Jack Ladd.

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

Robin Poole moved to reappoint Benjamin Fietz to the Airport Planning & Development Board; seconded by John Norman.

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

Scott Dufford moved to defer appointment to the Barbara & George H. W. Bush Convention Center Board to a future meeting; seconded by John Norman.

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

Robin Poole moved to reappoint Clint Williamson and Vicky Hailey to the Citizens Development and Hotel/Motel Advisory Board; seconded by John Norman.

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

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John Norman moved to appoint Heather Bredimus to the Citizens Development and Hotel/Motel Advisory Board, replacing Ellen Ramsey; seconded by Dan Corrales.

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

John Norman moved to reappoint Latoya Mayberry, Sylvester Cantu and Cheryl Wadley to the Midland Housing Authority Commission; seconded by Robin Poole.

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

Dan Corrales moved to defer appointment to the Midland-Odessa Urban Transit District Board to a future meeting; seconded by Amy Stretcher Burkes.

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

Scott Dufford moved to defer appointment to the Oil & Gas Advisory Committee to a future meeting; seconded by Dan Corrales.

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

John Norman moved to reappoint Susannah Prucka and Dal Watson to the Parks & Recreation Commission; seconded by Jack Ladd.

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

John Norman moved to appoint Andra Jones to the Parks & Recreation Commission, replacing Ron Stroman; seconded by Dan Corrales.

The motion passed by the following vote:
AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

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NAY: None
ABSTAIN: None
ABSENT: None

Dan Corrales moved to appoint Mickey Cargile to the Permian Basin Community Center for MH/MR (PermiaCare) Board; seconded by Jack Ladd.

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

Dan Corrales moved to defer appointment to the Planning & Zoning Commission to a future meeting; seconded by Scott Dufford.

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

John Norman moved to defer appointment to the Zoning Board of Adjustment & Airport Zoning Board of Adjustment to a future meeting; seconded by Dan Corrales.

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

**PUBLIC COMMENT**

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

**EXECUTIVE SESSION**

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

Mayor Blong recessed the Council Meeting to go into Executive Session at 11:07 a.m.

a. Section 551.071, Consultation with Attorney

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

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clearly conflicts with Chapter 551 of the Texas Government Code.

b. Section 551.087, Deliberate Economic Development Negotiations

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

All the business at hand having been completed, the meeting adjourned at 12:15 p.m.

PASSED AND APPROVED September 26, 2023.

_____

Lori Blong, Mayor

ATTEST:

_____

Marcia Bentley-German
City Governance Officer/City Secretary

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# City Council Meeting

**Item Number:** 4

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** **RESOLUTION ACCEPTING THE PROPOSALS SUBMITTED BY UMR FOR THIRD PARTY BENEFITS ADMINISTRATION SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT INCLUDING SELF-INSURED MEDICAL, DENTAL, AND VISION CLAIMS ADMINISTRATION, LARGE CASE MANAGEMENT/PRECERTIFICATION, PREFERRED PROVIDER ORGANIZATION, PHARMACY BENEFIT MANAGER RETAIL/MAIL ORDER, AND SECTION 125 CLAIMS ADMINISTRATION; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSALS; AND AUTHORIZING PAYMENT (DISTRICT: NONE) (GENERAL SERVICES)**

---

**Purpose:**

Resolution selecting a third party benefits administrator for self-insured medical, dental, and vision claims administration, large case management/precertification, preferred provider organization, pharmacy benefit manager retail/mail order, and section 125 claims administration and authorizing the City Manager or City Manager's Designee to negotiate and execute a contract therefore.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funds are available in the FY 2024 operating budget of the Employee Benefit Fund.

**Discussion:**

The City Manager approved the issuance of request for proposals and authorized advertisement

for proposals for third party benefits administrator for self-insured medical, dental, and vision claims administration, large case management/precertification, preferred provider organization, pharmacy benefit manager retail/mail order, and section 125 claims administration. Twenty-seven (27) request for proposals were issued. Eight (8) proposals were received on June 29, 2023. After a thorough review of all proposals, staff recommends selecting United Healthcare Company as the third party benefits administrator and for pharmacy benefit management services for a total estimated cost of $8,000,000.00 and authorizing the City Manager or City Manager's Designee to negotiate and execute a contract therefore. Please see the attached memos from Cristina Palacios, McGriff Consulting and Mark J. Widmann, Administrative Services Director, for additional information.

Tina Jaug

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION ACCEPTING THE PROPOSALS SUBMITTED BY UMR FOR THIRD PARTY BENEFITS ADMINISTRATION SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT INCLUDING SELF-INSURED MEDICAL, DENTAL, AND VISION CLAIMS ADMINISTRATION, LARGE CASE MANAGEMENT/PRECERTIFICATION, PREFERRED PROVIDER ORGANIZATION, PHARMACY BENEFIT MANAGER RETAIL/MAIL ORDER, AND SECTION 125 CLAIMS ADMINISTRATION; AUTHORIZING THE NEGOTIATION AND EXECUTION OF ALL CONTRACTS AND DOCUMENTS NECESSARY TO EFFECT THE CITY'S ACCEPTANCE OF SAID PROPOSALS; AND AUTHORIZING PAYMENT**

**WHEREAS**, the City of Midland previously requested the submission of proposals for third party benefits administration services for the Administrative Services Department including self-insured medical, dental, and vision claims administration, large case management/precertification, preferred provider organization, pharmacy benefit manager retail/mail order, and section 125 claims administration (the "Services"); and

**WHEREAS**, the City Council finds that the proposals for the Services that are most advantageous to the City were submitted by UMR (the "Company"); and

**WHEREAS**, the City Council finds it to be in the public interest to accept the proposals submitted by the Company and to authorize the City Manager or the City Manager's designee to negotiate and execute all contracts and documents necessary to effect the City's acceptance of said proposals;

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

**SECTION ONE.** That the proposals submitted by the Company for the Services are hereby accepted.

**SECTION TWO.** That the City Manager or the City Manager's designee is hereby authorized and directed to negotiate and execute all contracts and documents necessary to effect the City's acceptance of said proposals, said contracts and documents to be placed on

file in the office of the City Secretary and referenced by the date and number of this resolution.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay for said Services pursuant to the terms of said contract(s) from funds available in the FY 2024 operating budget of the Employee Benefit Fund upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City of Midland
# Executive Summary Marketing Analysis
# Effective Date: 1/1/2024

## City of Midland - Final Analysis

| | Current | Best and Final Renewal | Best and Final | Best and Final - PROPOSED |
|---|---|---|---|---|
| **Third Party Administrator** | **Allegiance** | **Allegiance** | **Health Benefits TPA (Trustmark)** | **UMR** |
| **Pharmacy Benefit Administrator** | **Navitus** | **Navitus** | **Navitus** | **OptumRX/UMR** |
| **Network** | **Cigna** | **Cigna** | **BCBS** | **UnitedHealthcare** |
| **On-Line Enrollment Option included** | **Yes** | **Yes** | **No** | **Yes** |
| **Administrative Fee Guarantee for TPA Administration** | - | 3 Years | 1 Year guarantee with caps for Years 2 through 5 | 3 Year guarantee and caps for Years 4 & 5 |
| **Price and Discount Guarantee for PBM** | - | 3 Years - until 12/31/2026 | 3 Years - until 12/31/2026 | 3 Years - until 12/31/2026 |
| **Total Monthly Admin Fee** | **$44,564.80** | **$42,460.85** | **$49,665.40** | **$40,065.20** |
| **Total Annual Admin Fee** | **$534,777.60** | **$509,530.20** | **$598,484.80** | **$480,782.40** |
| **$ Difference over current** | **-** | **($25,247.40)** | **$63,707.20** | **($53,995.20)** |
| **% Difference over current** | | **-4.72%** | **11.91%** | **-10.10%** |
| **Medical Claims Cost (2024 Projected)** | **$6,714,939.25** | **$6,714,939.25** | **$6,060,364.01** | **$5,938,726.18** |
| **$ Difference over current** | **-** | **$0.00** | **($654,575.24)** | **($776,213.07)** |
| **% Difference over current** | **-** | **0.00%** | **-9.75%** | **-11.56%** |
| **Rx Claims Cost (2024 Projected)** | **$2,477,540.01** | **$2,465,213.94** | **$2,465,213.94** | **$2,530,747.47** |
| **Rx Rebates Projected** | **$719,122.43** | **$889,862.60** | **$889,862.60** | **$1,007,638.00** |
| **Rx Total** | **$1,758,417.58** | **$1,575,351.34** | **$1,575,351.34** | **$1,523,109.47** |
| **$ Difference over current** | **-** | **($183,066.24)** | **($183,066.24)** | **($235,308.11)** |
| **% Difference over current** | **-** | **-10.41%** | **-10.41%** | **-13.38%** |
| **Grand Total (2024 Projected Costs)** | **$9,008,134.43** | **$8,799,820.79** | **$8,234,200.14** | **$7,942,618.05** |
| **$ Difference over current** | **-** | **($208,313.64)** | **($773,934.28)** | **($1,065,516.37)** |
| **% Difference over current** | **-** | **-2.31%** | **-8.59%** | **-11.83%** |

**Notes: Health Benefits TPA (Trustmark) / BCBS did NOT propose a Pharmacy Option.**

***Disclaimer:***

*The finanical analysis show in this exhibit are based on submitted proposals, the cost and rates contained within each option. Medical and Pharmacy claim projections are estimated costs using industry standard underwriting methodologiies and medical and pharmacy trend assumptions. All costs are estimates and not guarantees by each vendor.*

***INTEROFFICE MEMORANDUM***

**TO:** Regina Stephenson, Director of General Services

**FROM:** Mark Widmann, Director of Administrative Services

**SUBJECT:** RFP 23004175 - Self-Insured Medical, Dental & Vision Claims
RFP 23004177 - Pharmaceutical Benefit Manager (PBM)

**DATE:** September 13, 2023

The City of Midland currently contracts with Allegiance to perform services for the City's Self-insured Medical, Dental, and Vision Claims administration and with Navitus to perform Pharmacy Benefit Manager (PBM). Both contracts expire on December 31, 2023.

Administration Services with McGriff Insurance Services released the respective RFPs to the market on June 7, 2023. The deadline for submission was July 21, 2023. The City received bids from the following providers:

- RFP 23004175 Medical Third-Party Administrators (TPAs)
    - Allegiance/Cigna (Incumbent),
    - UMR/UnitedHealthcare,
    - BCBS/Trustmark, and
    - Texas Health Benefits (formerly TML).

- RFP 23004177 Pharmaceutical Benefit Manager (PBM):
    - Navitus (Incumbent),
    - Cigna,
    - UMR/OptumRX,
    - RXBenefits,
    - Elixir,
    - Proactive,
    - Vativo, and
    - Capital RX.

The evaluation committee reviewed all bids and met on August 2, with a follow-up meeting on August 9. Our benefits consultant, McGriff Insurance Services, supported the committee, which performed the RFP Marketing Analysis for all bidders.

The committee narrowed down the list of bidders to several finalists based on price/financials, ability to meet the needs of the City, market reputation, and flexibility. The following Medical TPAs were asked to submit a Best and Final – Allegiance/Cigna, UMR/UnitedHealthcare, and Trustmark/BCBS. Best and Finals were requested from the following PBMs – Navitus, OptumRX, and Cigna. Best and Finals were due on August 25.

After a thorough review of all finalists and interviews, the committee's recommendation is to award the Self-Insured Medical, Dental, and Vision Administration to UMR for an effective date of January 1, 2024. It was

also deemed in the City's and the employee's best interest to award the Pharmaceutical Benefit Manager (PBM) services to OptumRX effective January 1, 2024. The other finalist's offers were not as comprehensive as the UMR and OptumRX proposals and did not offer the City's enhanced administration and financial guarantees as preferred. Also, since UMR and OptumRX are part of UnitedHealth Group, the City will now have a single integrated healthcare program for all City sponsored coverages, providing a better experience to the plan participant and improved service to the City's benefits team. UMR is the largest TPA nationally, with plentiful resources to support the City's administrative needs. UMR's claim and customer service center is based in San Antonio, Texas, and their client references were strong, too, including many municipal and public entities in Texas and nationally.

Further, UMR/OptumRX offers the following key benefits:

- A guaranteed five (5) year administrative cost structure and the lowest administrative cost of all proposers lead to a savings of $250,000 over five years.
- Lower medical costs due to significant improvements in provider discounts using UnitedHealthcare's national Choice Plus provider network, generating an expected savings of $750,000 in year one over the current arrangement.
- The first-year expected savings over our current provider (administration cost plus the projected claims) is $1,065,516.37 for an 11.83% savings.
- Excellent clinical management and support to our employees and families.
- Seamless integration with our current Stop Loss vendor, QBE, for improved risk management.
- Administration of the City's Flexible Spending Account (FSA) program, COBRA administration, Health Reimbursement Account (HRA) administration, and Retiree Billing functions.
- A 98+% match of all currently utilized Allegiance/Cigna providers, leading to minimal disruption to plan participants.
- Improved pharmacy discounts and pricing, available programs, and higher pharmacy rebates offsetting overall plan costs.
- Stronger technology tools and resources for the City and the plan participant, including a leading consumer web portal and mobile application to boost employee satisfaction.
- Access to UMR's online enrollment portal to replace our current arrangement with Allegiance with additional features and support at a similar cost structure.

We are confident the change to UMR/OptumRX will deliver cost savings to the City and our employees, provide a better overall experience throughout the contract term, and continue to support the City's desire to offer competitive benefits programs to all current and future employees and their families.

# City Council Meeting

**Item Number:** 5

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A NEW CAUSTIC CHEMICAL FEED SYSTEM AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $247,500.00 (DISTRICT: NONE) (GENERAL SERVICES)

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**Purpose:**

Resolution authorizing the execution of a professional services agreement for proposed improvements for construction of a new caustic chemical feed system at the Water Purification Plant (WPP) with Enprotec/Hibbs & Todd, Inc. as directed by City Staff for a total cost of $247,500.00; and authorizing payment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$247,500.00 is available in the Utilities operating budget.

**Discussion:**

Resolution 2020-091 approved the selection of Enprotec/Hibbs & Todd, Inc., for performance of on-call engineering support services for the Utilities Department. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement for proposed improvements for construction of a new caustic chemical feed system at the Water Purification Plant (WPP) with Enprotec/Hibbs & Todd, Inc. as directed by City Staff

for a total cost of $247,500.00; and authorizing payment.

Tina Jaug

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Munoz Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**Subject:** Resolution authorizing the execution of professional services agreement for proposed improvements for construction of a new caustic chemical system at the Water Purification Plant (WPP) with Enprotec/Hibbs & Todd, Inc. as directed by City Staff for a total cost of $247,500.00; and authorizing payment.

In light of our commitment to continuously improve the quality and safety of the water supply in Midland, we are embarking on a significant upgrade at the Water Processing Plant (WPP). This memo serves to highlight the rationale behind the incorporation of a new caustic chemical system facilitated by the consultancy services of eHT.

Benefits of Caustic Treatment in Water Processing Plant

1. pH Regulation
    - Stability: The addition of caustic substances can help maintain a stable pH level in the water supply, preventing fluctuations that could negatively affect the water quality and the distribution system.
    - Optimization: Ensuring an optimal pH range enhances the effectiveness of other water treatment processes, like disinfection.
2. Improved Water Quality
    - Softening: Caustic treatment is effective in water softening, which can help in reducing the hardness of water, minimizing potential scaling in pipelines and household appliances.
    - Precipitation of Contaminants: The process facilitates the precipitation of certain contaminants, aiding in their removal during subsequent filtration steps.
3. Cost-Efficiency
    - Resource Optimization: Implementing a caustic system allows for the optimized usage of chemicals, resulting in potential cost savings in the long run.

- Energy Savings: With improved water quality, the energy required for heating and other applications can potentially be reduced.

4. Enhanced Safety and Compliance

    - Safety: The proposed system includes bulk chemical receiving and storage facilities, fostering a safe and controlled environment for chemical handling.

    - Regulatory Compliance: Adhering to a regulated pH level through caustic treatment ensures compliance with health and safety guidelines, safeguarding public health.

The engagement with eHT will pave the way for incorporating state-of-the-art infrastructure, including chemical metering and injection systems, ensuring precise and efficient chemical handling processes. This move aligns well with our objective of adopting progressive measures for water treatment, affirming our commitment to serving the citizens of Midland with safe and high-quality water supplies.

We believe this initiative will be a pivotal step forward, enhancing the effectiveness and efficiency of our water treatment protocols. Your support in this endeavor will be instrumental in fostering a healthier and safer community.

eHT is an approved on-call engineer (Resolution 2020-137). The scope of services is on a task fee bases with an amount of $247,000. This will be paid for with Utilities FY23 Operating Fund.

Thank you for your attention to this critical matter.

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENPROTEC / HIBBS & TODD, INC., FOR PROJECT MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A NEW CAUSTIC CHEMICAL FEED SYSTEM AT THE WATER PURIFICATION PLANT FOR A TOTAL COST OF $247,500.00**

**WHEREAS**, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering services for the Utilities Department; and

**WHEREAS**, the Utilities Department has selected Enprotec / Hibbs & Todd, Inc., to construct a new caustic chemical feed system at the Water Purification Plant; and

**WHEREAS**, Enprotec / Hibbs & Todd, Inc., has agreed to perform said professional services for a total cost of $247,500.00; and

**WHEREAS**, the City Council finds that Enprotec / Hibbs & Todd, Inc., is qualified to perform said professional services; and

**WHEREAS**, the City Council finds that the professional fees proposed by Enprotec / Hibbs & Todd, Inc., are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

**WHEREAS**, the City Council finds that Enprotec / Hibbs & Todd, Inc., provides professional services for a fair and reasonable price; and

**WHEREAS**, the City Council finds it to be in the public interest to execute professional services agreement with Enprotec / Hibbs & Todd, Inc., as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized

and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Enprotec / Hibbs & Todd, Inc., for said professional services. A copy of said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

**SECTION TWO.** That $247,500.00 is available in the Utilities operating budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Enprotec / Hibbs & Todd, Inc., pursuant to the terms of said professional services agreement upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and effective the 27th day of September 2023, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Enprotec/Hibbs & Todd, Inc. ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

### ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform proposed improvements for construction of a new caustic chemical system at the Water Purification Plant (WPP) (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

### ARTICLE II. SERVICES TO BE PERFORMED

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

### ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $247,500.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from October 1, 2023 until December 31, 2024, unless the Services are completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

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

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

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

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

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

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

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

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

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

## ARTICLE X. ATTORNEY FEES

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

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

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, 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.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Enprotec/Hibbs & Todd, Inc.
402 Cedar St.
Abilene, Texas 79601

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the 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 additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

## ARTICLE XV. 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 AGREEMENT, 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.**

**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 AGREEMENT, 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.**

**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 AGREEMENT. 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 AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

*[Signature Page(s) Follows]*

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
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 Enprotec/Hibbs & Todd, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

**EXHIBIT "A"**
**PSA for General Services #22001936**
**TASK ORDER NO. 04**

This Task Order pertains to an Agreement by and between City of Midland, Texas, ("CITY"), and Enprotec / Hibbs & Todd, Inc. ("COMPANY"), dated February 9, 2022 ("the Agreement"). COMPANY shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

**TASK ORDER NUMBER: 04**
**PROJET NAME: Water Purification Plant (WPP) Caustic Improvements**

**PART 1.0 PROJECT DESCRIPTION:**

COMPANY will provide professional services associated with the proposed improvements at the WPP to facilitate the construction of a new caustic chemical system. The proposed improvements are anticipated to include bulk chemical receiving, chemical bulk storage facilities, chemical metering systems, and chemical injection improvements.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY COMPANY ON THE PROJECT:**

COMPANY proposes the following basic Professional Services:

A. Preliminary Design Phase Services
B. Final Design Phase Services
C. Bidding Phase Services
D. Construction Phase Services

COMPANY proposes the following Additional Services:

A. O&M Development
B. Resident Project Representation
C. Construction Materials Testing
D. Surveying

Refer to Exhibit "B" for additional description of proposed services.

**PART 3.0 PERIODS OF SERVICE:**

October 1, 2023 – December 31, 2024

**PART 4.0 PAYMENTS TO COMPANY:**

Work to be performed on an hourly basis, not to exceed $247,500.00 in accordance with the breakdown provided below:

A. Preliminary Design Phase Services - $35,000.00
B. Final Design Phase Services - $60,000.00
C. Bidding Phase Services - $10,000.00
D. Construction Phase Services - $30,000.00
E. Post-Construction Phase Services - $7,500.00
F. Construction Materials Testing Services - $5,000.00
G. Resident Project Representation Services - $75,000.00
H. Contingency - $25,000.00

Additional Task Orders may be issued by the CITY during the performance of the tasks on an hourly and reimbursable basis in accordance with the Schedule of Charges attached to this Task Order.

**PART 5.0 OTHER:**

This Task Order is executed this _____ day of _____, 20___.

| | |
|---|---|
| CITY OF MIDLAND, TEXAS<br>"CITY" | ENPROTEC / HIBBS & TODD, INC.<br>"COMPANY" |
| BY: _____ | BY: |
| NAME: _____ | NAME: Colden Rich, P.E. |
| TITLE: _____ | TITLE: Associate Vice President |
| ADDRESS: P. O. Box 1152<br>Midland, TX 79702 | ADDRESS: 402 Cedar St.<br>Abilene, TX 79601 |

**EXHIBIT "B"**

## WPP CAUSTIC SYSTEM IMPROVEMENTS

### Scope of Services

COMPANY (or "Engineer") shall evaluate and design the improvements required for the construction and implementation of a caustic chemical feed system (the "Project") at the CITY's Water Purification Plant (WPP).

Engineer shall prepare plans, specifications, and contract documents for the purpose of acquiring a qualified contractor to install the proposed improvements. Engineer shall assist with bidding of the project, and shall provide construction administration services. Engineer shall provide written project status reports to the CITY on a monthly basis. The full scope of services to be provided by the Engineer is set forth below.

I. *Basic Services - Preliminary Design Phase*

A. Under the Preliminary Design Phase, Engineer shall:

i. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, and written descriptions of the Project. Deliverable to the CITY will be a Basis of Design report summarizing the necessary changes required to construct the improvements required for the implementation of a pH adjustment system at the WPP including changes in feed, storage and containment equipment, and changes in risk management plan operating and reporting practices.

ii. Provide any necessary field surveys for design purposes.

iii. Collect sufficient operating and equipment information from the CITY's Utility Department staff at the WPP to allow for design of a caustic feed, storage and containment system. Develop SCADA tagging conventions to integrate the new pH adjustment systems into the WPP SCADA system.

iv. Determine necessary improvements including feed, storage and containment equipment to construct a caustic feed system at the WPP.

v. Determine the impact on risk management planning and reporting requirements from the construction of a caustic feed system at the WPP.

vi. Advise CITY if additional reports, data, information, or services of the types not contained in this Agreement are necessary and assist CITY in obtaining such reports, data, information, or Services.

vii. Based on the information contained in the Preliminary Design Phase documents, submit an Opinion of Probable Construction Cost.

II. *Basic Services - Final Design Phase*

A. Once the Preliminary Design Phase has reached an acceptable point in the progress of the work as determined by the CITY, Engineer shall:

i. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

ii. Advise CITY of any adjustments to the Opinion of Probable Construction Cost and any adjustments to Total Project Costs known to Engineer.

iii. Furnish the Design Phase documents to and review them with CITY. Make any final modifications or changes as requested by the CITY. SCADA integration of the caustic feed improvements will be included in the final Design Phase documents.

iv. Submit up to 5 final copies and an electronic copy of the Design Phase Documents and an Opinion of Probable Construction Cost to CITY.

v. Submit the Drawings and Specifications to the TCEQ for review and approval.

B. Engineer's Services under the Final Design Phase will be considered complete on the date when the final copies of the Design Phase Documents required above have been delivered to the TCEQ and the CITY.

III. *Basic Services - Bidding Phase*

A. After acceptance by CITY of the final Design Phase Documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design Phase, Engineer shall:

i. Assist CITY in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.

ii. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

iii. Consult with CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.

iv. Attend the Bid opening and assist CITY in evaluating Bids or proposals.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

IV. *Basic Services - Construction Phase*

A. Upon successful completion of the Bidding Phase, Engineer shall:

i. General Administration of Construction Contract. Consult with CITY and act as CITY's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.

ii. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

iii. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:

1. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Engineer, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Engineer will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Engineer shall keep CITY informed of the progress of the Work.

2. The purpose of Engineer's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction

selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

iv. Defective Work. Recommended to CITY that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

v. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders through the CITY's representative, authorizing minor variations from the requirements of the Contract Documents.

vi. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the CITY, as appropriate, and support the CITY in the preparation of Change Orders and Work Change Directives as required.

vii. Shop Drawings and Samples. Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Engineer has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Engineer.

viii. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by contractor, but subject to a reasonable number of substitution requests.

ix. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests. Engineer shall contract and pay for the cost of construction materials testing.

x. Disagreements between CITY and Contractor. Render formal written decisions on all

claims of CITY and Contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Engineer shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

xi. Applications for Payment. Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

1. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to CITY, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Engineer contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.

2. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect

the amount that should be paid.

xii. *Contractor's Completion Documents.*

1. Receive and review maintenance and operating instructions, schedules, and guarantees.

2. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Engineer's review will be limited as stated.

3. Engineer shall transmit these documents to CITY.

xiii. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CITY and Contractor, conduct an inspection to determine if the Work is Substantially Complete.

xiv. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Coordination with TCEQ.* Engineer shall support the CITY and coordinate with the TCEQ for approval to use caustic for pH adjustment at the WPP.

*C. Duration of Construction Phase. The Construction Phase will commence with the execution of the Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor.*

*D. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.*

V. *Basic Services - Post-Construction Phase*

A. Engineer, during the Post-Construction Phase, shall:

i. Provide on-site assistance in connection with the start-up, commissioning, testing and adjusting of Project equipment or systems.

ii. Assist CITY in training CITY's staff to operate and maintain Project, equipment, and systems. Assistance will include site visits by the Engineer's Operations Specialist to work with CITY staff in using caustic for pH adjustment in the finished water.

iii. Assist CITY in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.

iv. Together with CITY, visit the Project to observe any apparent defects in the Work, assist CITY in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.

v. In company with CITY, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.

vi. Preparing and furnishing to Record Drawings (one "hard copy" and one electronic copy) showing appropriate record information based on Project annotated record documents received from Contractor.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

VI. *Additional Services – Resident Project Representative:*

A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Subtask will provide part time representation during construction of the Work.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:

i. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

ii. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

iii. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

iv. *Liaison:*

1. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent.

2. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

3. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

v. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

vi. *Shop Drawings and Samples:*

1. Record date of receipt of Samples and approved Shop Drawings.

2. Receive samples which are furnished at the Site by Contractor and notify Engineer of availability of samples for examination.

3. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been reviewed by Engineer.

vii. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

viii. *Review of Work and Rejection of Defective Work:*

1. Conduct on-site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

2. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated

in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

ix. *Inspections, Tests, and System Startups:*

1. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that contractor maintains adequate records thereof.

3. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.

4. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

x. *Records:*

1. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

3. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

4. Maintain records for use in preparing Project documentation.

5. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

xi. *Reports:*

1. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

2. Draft and recommend to Engineer, proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

3. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.

4. Report immediately to Engineer the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

xii. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submissions and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

xiii. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

xiv. *Completion:*

1. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

2. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

3. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed or corrected.

4. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

xv. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

9. Be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the work.

**Compensation**

Compensation is on an hourly basis, not to exceed $247,500.00, payable per the attached Schedule of Charges. The Schedule of Charges is subject to revision annually in January; however, increases shall be limited to 5% or less.

Costs are estimated as follows:

| | |
|---|---|
| • Preliminary Design Phase: | $35,000.00 |
| • Final Design Phase: | $60,000.00 |
| • Bidding Phase: | $10,000.00 |
| • Construction Phase: | $30,000.00 |
| • Post-Construction Phase: | $ 7,500.00 |
| • Construction Materials Testing | $ 5,000.00 |
| • Resident Project Representative | $75,000.00 |
| • Contingency | $25,000.00 |

**Enprotec / Hibbs & Todd, Inc.**
**HOURLY CHARGES FOR PROFESSIONAL SERVICES (2023)**

Charges include all salaries, salary expense, overhead, and profit.

| | |
|---|---|
| Principal | $ 240.00 per hour |
| Senior Project Manager | 200.00 per hour |
| Project Manager | 175.00 per hour |
| Senior Engineer / Geologist | 160.00 per hour |
| Project Engineer / Geologist | 140.00 per hour |
| Staff Engineer I / Geologist I | 120.00 per hour |
| Staff Engineer II / Geologist II | 115.00 per hour |
| RPLS I | 160.00 per hour |
| Operations Specialist / Regulatory Compliance Specialist | 155.00 per hour |
| Contract Operator (Certified Class A/B Operator) | 120.00 per hour |
| Contract Operator (Certified Class C/D Water Operator) | 100.00 per hour |
| Engineering / Field Technician I | 140.00 per hour |
| Engineering / Field Technician II | 115.00 per hour |
| Engineering / Field Technician III | 90.00 per hour |
| Survey Tech I | 90.00 per hour |
| Survey Tech II | 70.00 per hour |
| CAD I | 135.00 per hour |
| CAD II | 105.00 per hour |
| CAD III | 70.00 per hour |
| Administrative | 75.00 per hour |
| Survey Party | 235.00 per hour - 3 man |
| | 210.00 per hour - 2 man |
| | 185.00 per hour - 1 man |

**Expense Items**

| | |
|---|---|
| Consultants, Contractors & Supplies | Cost plus 10% |
| Travel (out of town only) | Current IRS rate per mile |
| Lodging and meals (out of town trips) | Actual cost |

# City Council Meeting

**Item Number:** 6

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AWARDING A CONTRACT FOR THE UTILITY EXTENSION PROGRAM 06 PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

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**Purpose:**

Resolution awarding a contract for the Utility Extension Program 06 Project for the Utilities Department to Boler Equipment Service, Inc. of Midland, Texas for a not to exceed amount of $2,000,000.00.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$2,000,000.00 is available in the FY2024 operating budget of the Water & Sewer Fund and will be transferred and appropriated to a project in the Water & Sewer Capital Projects Fund.

**Discussion:**

The City Manager approved plans and specifications and authorized advertisement for bids for the Utility Extension Program (UEP) 06 Project. The bid request was sent to eighty-nine (89) companies. We received a sole bid from Boler Equipment Service, Inc. Staff recommends awarding a contract to Boler Equipment Service, Inc. Please see the attached memo from Joshua C. Ferguson, Assistant City Engineer, for more information.

Therefore, please consider a resolution awarding a contract to Boler Equipment Service, Inc. of Midland, Texas for the Utility Extension Program (UEP) 06 Project in an amount not to exceed $2,000,000.00 with an option to renew the program for no more than two (2) additional one (1)

year terms for an amount not to exceed $2,000,000.00 per term.

Tina Jaug
City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT FOR THE UTILITY EXTENSION PROGRAM 06 PROJECT TO BOLER EQUIPMENT SERVICE, INC., FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS**

**WHEREAS,** the City Manager approved plans and specifications and authorized the advertisement for bids for the Utility Extension Program 06 Project; and

**WHEREAS**, bids were opened on September 27, 2023, with the sole bid being submitted by Boler Equipment Service, Inc., as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all purposes; and

**WHEREAS**, the City Council finds the amount proposed by Boler Equipment Service, Inc., to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to award a contract to Boler Equipment Service, Inc., for the Utility Extension Program 06 Project;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Boler Equipment Service, Inc., for the Utility Extension Program 06 Project for an amount not to exceed $2,000,000.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That funds are available in the FY2024 operating budget of the Water & Sewer Fund and shall be transferred and appropriated to a project in the Water & Sewer Capital Projects Fund.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Boler Equipment Service, Inc., pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member

_____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez; City of Midland, Purchasing Manager

**FROM:** Joshua C. Ferguson, P.E.; City of Midland, Assistant City Engineer

**SUBJECT:** Utility Extension Program 06 ♦ Engr. Project No. U23-01 ♦ Bid Tabulation ♦ Funding #_____

**DATE:** September 8, 2023

Erika,

Engineer staff has reviewed the bid tabulation for the Utility Extension Program 06. Boler Equipment Service, Inc. of Midland, Texas, is the apparent successful low bidder. Staff recommends awarding the Utility Extension Program 06 to Boler Equipment Service, Inc.

Boler Equipment Service, Inc. has an established history in the City of Midland and has performed to the City's satisfaction throughout the course of previous utility improvement projects and programs of similar scale and scope to the Utility Extension Program 06. Furthermore, the unit prices appear to be in line with current pricing trends.

The agreement specifies awarding an amount not to exceed $2,000,000.00 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, 2024 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 $2,000,000.00 per term.

Joshua C. Ferguson, P.E.
Assistant City Engineer

Cc: Carl Craigo
Reginal Stephenson

# UTILITY EXTENSION PROGRAM 06

Project Number: U23-01
City of Midland - Engineering Services
September 27, 2023

| BID TAB | | | | | Boler Equipment Services | | |
|---|---|---|---|---|---|---|---|
| Bid Item | Pay Note | Description | Quantity | Units | Unit Price | Bid Total | Actual Bid Total |
| 1 | M1 | 20" Steel Pipe Casing (1/4" Wall Thickness) | 60 | LF | $225.00 | $13,500.00 | $ 13,500.00 |
| 2 | M1 | 16" Steel Pipe Casing (1/4" Wall Thickness) | 60 | LF | $190.00 | $11,400.00 | $ 11,400.00 |
| 3 | M1 | 12" Steel Pipe Casing (1/4" Wall Thickness) | 60 | LF | $130.00 | $7,800.00 | $ 7,800.00 |
| 4 | M1 | 16" PVC Pipe Casing, SDR 26 ASTM D2241 | 40 | LF | $215.00 | $8,600.00 | $ 8,600.00 |
| 5 | M1 | 12" PVC Pipe Casing, SDR 26 ASTM D2241 | 60 | LF | $134.00 | $8,040.00 | $ 8,040.00 |
| 6 | M2 | Cement Stabilized Bedding (2.5-Sack) | 60 | LF | $35.00 | $2,100.00 | $ 2,100.00 |
| 7 | M3 | Erosion/Sediment Control | 30 | EA | $800.00 | $24,000.00 | $ 24,000.00 |
| 8 | M4 | Traffic Control for Collector/Local Road Conditions | 30 | EA | $3,500.00 | $105,000.00 | $ 105,000.00 |
| 9 | M5 | Traffic Control for Alley/Easement Conditions | 20 | EA | $800.00 | $16,000.00 | $ 16,000.00 |
| 10 | M6 | Job Site Safety | 30 | EA | $750.00 | $22,500.00 | $ 22,500.00 |
| 11 | M7 | Additional Labor, Downtown Area, Water Improvements | 350 | LF | $50.00 | $17,500.00 | $ 17,500.00 |
| 12 | M8 | Additional Labor, Downtown Area, Wastewater Improvements | 350 | LF | $50.00 | $17,500.00 | $ 17,500.00 |
| 13 | M9 | Material Mark-up | N/A | % | 20.00% | ------ | ------ |
| 14 | M10 | Labor Mark-up (Regular Work Hours) | N/A | % | 20.00% | ------ | ------ |
| 15 | M11 | Equipment Rental Mark-up (Non-Standard Equipment Only) | N/A | % | 20.00% | ------ | ------ |
| 1 | D1 | Removal & Disposal of Existing Utility Mains | 100 | LF | $20.00 | $2,000.00 | $ 2,000.00 |
| 2 | D2 | Flowable Fill for Existing Pipes Abandoned In Place | 30 | CY | $150.00 | $4,500.00 | $ 4,500.00 |
| 3 | D3 | Removal & Disposal of Existing 60" Manhole (0'-5' Deep) | 10 | EA | $2,000.00 | $20,000.00 | $ 20,000.00 |
| 4 | D3 | Removal & Disposal of Existing 48" Manhole (0'-5' Deep) | 10 | EA | $2,000.00 | $20,000.00 | $ 20,000.00 |
| 5 | D4 | Removal & Disposal of Existing 60" Manhole Additional Depth (> 5' Deep) | 30 | VF | $200.00 | $6,000.00 | $ 6,000.00 |
| 6 | D4 | Removal & Disposal of Existing 40" Manhole Additional Depth (> 5' Deep) | 30 | VF | $200.00 | $6,000.00 | $ 6,000.00 |
| 1 | W1 | 16" Ductile Iron Pipe Pressure Class 150, Water Main | 130 | LF | $195.00 | $25,350.00 | $ 25,350.00 |
| 2 | W1 | 12" Ductile Iron Pipe Pressure Class 150, Water Main | 60 | LF | $158.00 | $9,480.00 | $ 9,480.00 |
| 3 | W1 | 10" Ductile Iron Pipe Pressure Class 150, Water Main | 60 | LF | $110.00 | $6,600.00 | $ 6,600.00 |
| 4 | W1 | 8" Ductile Iron Pipe Pressure Class 150, Water Main | 60 | LF | $120.00 | $7,200.00 | $ 7,200.00 |
| 5 | W1 | 6" Ductile Iron Pipe Pressure Class 150, Water Main | 60 | LF | $110.00 | $6,600.00 | $ 6,600.00 |
| 6 | W1 | 16" AWWA C-900 DR18, PVC, Water Main | 80 | LF | $205.00 | $16,400.00 | $ 16,400.00 |
| 7 | W1 | 12" AWWA C-900 DR18, PVC, Water Main | 580 | LF | $130.00 | $75,400.00 | $ 75,400.00 |
| 8 | W1 | 10" AWWA C-900 DR18, PVC, Water Main | 60 | LF | $115.00 | $6,900.00 | $ 6,900.00 |
| 9 | W1 | 8" AWWA C-900 DR18, PVC, Water Main | 580 | LF | $95.00 | $55,100.00 | $ 55,100.00 |
| 10 | W1 | 6" AWWA C-900 DR18, PVC, Water Main | 580 | LF | $85.00 | $49,300.00 | $ 49,300.00 |
| 11 | W2 | 16" Tapping Sleeve | 8 | EA | $4,710.00 | $37,680.00 | $ 37,680.00 |
| 12 | W2 | 12" Tapping Sleeve | 12 | EA | $4,030.00 | $48,360.00 | $ 48,360.00 |
| 13 | W2 | 10" Tapping Sleeve | 8 | EA | $3,350.00 | $26,800.00 | $ 26,800.00 |
| 14 | W2 | 8" Tapping Sleeve | 12 | EA | $2,290.00 | $27,480.00 | $ 27,480.00 |
| 15 | W2 | 6" Tapping Sleeve | 12 | EA | $2,120.00 | $25,440.00 | $ 25,440.00 |
| 16 | W3 | 16" Gate Valve & Vault (MJxMJ/FL) | 8 | EA | $26,168.00 | $209,344.00 | $ 209,344.00 |
| 17 | W4 | 12" Gate Valve & Box (MJxMJ/FL) | 12 | EA | $5,868.00 | $70,416.00 | $ 70,416.00 |
| 18 | W4 | 10" Gate Valve & Box (MJxMJ/FL) | 12 | EA | $4,234.00 | $50,808.00 | $ 50,808.00 |
| 19 | W4 | 8" Gate Valve & Box (MJxMJ/FL) | 12 | EA | $3,500.00 | $42,000.00 | $ 42,000.00 |
| 20 | W4 | 6" Gate Valve & Box (MJxMJ/FL) | 24 | EA | $2,830.00 | $67,920.00 | $ 67,920.00 |
| 21 | W5 | Air Relief Valve & Vault (Water Main) | 4 | EA | $22,690.00 | $90,760.00 | $ 90,760.00 |
| 22 | W6 | Fire Hydrant Assembly (≤ 5' Water Main Bury Depth) | 24 | EA | $5,642.00 | $135,408.00 | $ 135,408.00 |
| 23 | W7 | Fire Hydrant Riser (> 5' Water Main Bury Depth) | 50 | VF | $1,112.00 | $55,600.00 | $ 55,600.00 |
| 24 | W8 | Ductile Iron Fittings | 3400 | LBS | $10.00 | $34,000.00 | $ 34,000.00 |
| 25 | W9 | Dresser Coupling | 8 | EA | $1,400.00 | $11,200.00 | $ 11,200.00 |
| 26 | W10 | 16" Tapping Saddle (2" or 1") | 8 | EA | $1,165.00 | $9,320.00 | $ 9,320.00 |
| 27 | W10 | 12" Tapping Saddle (2" or 1") | 16 | EA | $1,158.00 | $18,528.00 | $ 18,528.00 |
| 28 | W10 | 10" Tapping Saddle (2" or 1") | 8 | EA | $1,094.00 | $8,752.00 | $ 8,752.00 |
| 29 | W10 | 8" Tapping Saddle (2" or 1") | 24 | EA | $1,072.00 | $25,728.00 | $ 25,728.00 |
| 30 | W10 | 6" Tapping Saddle (2" or 1") | 40 | EA | $1,087.00 | $43,480.00 | $ 43,480.00 |
| 31 | W11 | 2" Water Service Connection, Long (> 20') | 16 | EA | $3,000.00 | $48,000.00 | $ 48,000.00 |
| 32 | W11 | 2" Water Service Connection, Short (≤ 20') | 16 | EA | $3,000.00 | $48,000.00 | $ 48,000.00 |
| 33 | W11 | 1" Water Service Connection, Long (> 20') | 32 | EA | $2,000.00 | $64,000.00 | $ 64,000.00 |
| 34 | W11 | 1" Water Service Connection, Short (≤ 20') | 32 | EA | $2,000.00 | $64,000.00 | $ 64,000.00 |
| 35 | W12 | Flushing Station Installation, Long (> 20') | 4 | EA | $8,995.00 | $35,980.00 | $ 35,980.00 |
| 36 | W12 | Flushing Station Installation, Short (≤ 20') | 4 | EA | $8,995.00 | $35,980.00 | $ 35,980.00 |
| 37 | W13 | Sampling Station Installation, Long (> 20') | 4 | EA | $4,000.00 | $16,000.00 | $ 16,000.00 |
| 38 | W13 | Sampling Station Installation, Short (≤ 20') | 4 | EA | $4,000.00 | $16,000.00 | $ 16,000.00 |
| 39 | W14 | Water Meter Installation (New Service Lateral) | 12 | EA | $520.00 | $6,240.00 | $ 6,240.00 |
| 40 | W15 | Water Meter & Meter Box Installation (Existing Service Lateral) | 12 | EA | $1,100.00 | $13,200.00 | $ 13,200.00 |
| 41 | W16 | Replace Water Meter In Existing Vault | 12 | EA | $1,000.00 | $12,000.00 | $ 12,000.00 |
| 42 | W17 | Stand-Alone Gate Valve & Vault Replacement / Installation Add-( | 8 | EA | $27,155.00 | $217,240.00 | $ 217,240.00 |
| 43 | W18 | Stand-Alone Gate Valve & Box Replacement / Installation Ads-O | 32 | EA | $9,000.00 | $288,000.00 | $ 288,000.00 |
| 44 | W19 | Stand-Alone Water Service Connection Add-On | 16 | EA | $5,000.00 | $80,000.00 | $ 80,000.00 |
| 45 | W20 | Open Trenching of Water Main (0' - 5' Deep) | 1200 | LF | $15.00 | $18,000.00 | $ 18,000.00 |
| 46 | W20 | Open Trenching of Water Main (5' - 8' Deep) | 350 | LF | $20.00 | $7,000.00 | $ 7,000.00 |
| 47 | W20 | Open Trenching of Water Main (8' - 10' Deep) | 350 | LF | $25.00 | $8,750.00 | $ 8,750.00 |
| 48 | W20 | Open Trenching of Water Main (10' - 12' Deep) | 350 | LF | $30.00 | $10,500.00 | $ 10,500.00 |
| 1 | WW1 | 16" SDR 26 ASTM D2241, PVC, Wastewater Main | 60 | LF | $200.00 | $12,000.00 | $ 12,000.00 |
| 2 | WW1 | 12" SDR 26 ASTM D2241, PVC, Wastewater Main | 60 | LF | $125.00 | $7,500.00 | $ 7,500.00 |
| 3 | WW1 | 10" SDR 26 ASTM D2241, PVC, Wastewater Main | 60 | LF | $100.00 | $6,000.00 | $ 6,000.00 |
| 4 | WW1 | 8" SDR 26 ASTM D2241, PVC, Wastewater Main | 140 | LF | $112.00 | $15,680.00 | $ 15,680.00 |
| 5 | WW1 | 6" SDR 26 ASTM D2241, PVC, Wastewater Main | 140 | LF | $100.00 | $14,000.00 | $ 14,000.00 |
| 6 | WW1 | 15" SDR 26 ASTM D3034, PVC, Wastewater Main | 60 | LF | $200.00 | $12,000.00 | $ 12,000.00 |
| 7 | WW1 | 12" SDR 26 ASTM D3034, PVC, Wastewater Main | 60 | LF | $135.00 | $8,100.00 | $ 8,100.00 |
| 8 | WW1 | 10" SDR 26 ASTM D3034, PVC, Wastewater Main | 60 | LF | $105.00 | $6,300.00 | $ 6,300.00 |
| 9 | WW1 | 8" SDR 26 ASTM D3034, PVC, Wastewater Main | 140 | LF | $100.00 | $14,000.00 | $ 14,000.00 |
| 10 | WW1 | 6" SDR 26 ASTM D3034, PVC, Wastewater Main | 140 | LF | $100.00 | $14,000.00 | $ 14,000.00 |
| 11 | WW1 | 15" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | 350 | LF | $180.00 | $63,000.00 | $ 63,000.00 |
| 12 | WW1 | 12" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | 350 | LF | $120.00 | $42,000.00 | $ 42,000.00 |
| 13 | WW1 | 10" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | 60 | LF | $100.00 | $6,000.00 | $ 6,000.00 |
| 14 | WW1 | 8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | 350 | LF | $115.00 | $40,250.00 | $ 40,250.00 |

| BID TAB | | | | | Boler Equipment Services | | |
|---|---|---|---|---|---|---|---|
| Bid Item | Pay Note | Description | Quantity | Units | Unit Price | Bid Total | Actual Bid Total |
| 15 | WW1 | 6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | 580 | LF | $89.00 | $51,620.00 | $ 51,620.00 |
| 16 | WW1 | 4" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | 180 | LF | $75.00 | $13,500.00 | $ 13,500.00 |
| 17 | WW2 | 60" Fiberglass Manhole & Cover (0'-5' Deep) | 8 | EA | $7,686.00 | $61,488.00 | $ 61,488.00 |
| 18 | WW2 | 48" Fiberglass Manhole & Cover (0'-5' Deep) | 24 | EA | $6,726.00 | $161,424.00 | $ 161,424.00 |
| 19 | WW3 | 60" Fiberglass Manhole & Watertight Cover (0'-5' Deep) | 4 | EA | $7,500.00 | $30,000.00 | $ 30,000.00 |
| 20 | WW3 | 48" Fiberglass Manhole & Watertight Cover (0'-5' Deep) | 4 | EA | $5,915.00 | $23,660.00 | $ 23,660.00 |
| 21 | WW4 | 60" Fiberglass Manhole Additional Bury Depth (> 5' Deep) | 32 | VF | $950.00 | $30,400.00 | $ 30,400.00 |
| 22 | WW4 | 48" Fiberglass Manhole Additional Bury Depth (> 5' Deep) | 100 | VF | $750.00 | $75,000.00 | $ 75,000.00 |
| 23 | WW5 | Connect To Existing Manhole | 8 | EA | $1,800.00 | $14,400.00 | $ 14,400.00 |
| 24 | WW6 | Manhole Drop Structure (0'-5' Deep, External) | 8 | EA | $3,500.00 | $28,000.00 | $ 28,000.00 |
| 25 | WW7 | Manhole Drop Structure Additional Bury Depth (> 5' Deep, Extern | 32 | VF | $325.00 | $10,400.00 | $ 10,400.00 |
| 26 | WW8 | Manhole Drop Structure (0'-5' Deep, Internal) | 8 | EA | $2,500.00 | $20,000.00 | $ 20,000.00 |
| 27 | WW9 | Manhole Drop Structure Additional Bury Depth (> 5' Deep, Intern | 32 | VF | $550.00 | $17,600.00 | $ 17,600.00 |
| 28 | WW10 | 6" Wastewater Service Connection, Long (> 20') | 24 | EA | $1,985.00 | $47,640.00 | $ 47,640.00 |
| 29 | WW10 | 6" Wastewater Service Connection, Short (≤ 20') | 24 | EA | $1,985.00 | $47,640.00 | $ 47,640.00 |
| 30 | WW10 | 4" Wastewater Service Connection, Long (> 20') | 24 | EA | $1,725.00 | $41,400.00 | $ 41,400.00 |
| 31 | WW10 | 4" Wastewater Service Connection, Short (≤ 20') | 24 | EA | $1,725.00 | $41,400.00 | $ 41,400.00 |
| 32 | WW11 | Stand-Alone Add-On For Wastewater Service Connection | 16 | EA | $8,000.00 | $128,000.00 | $ 128,000.00 |
| 33 | WW12 | Open Trenching of Wastewater Main (0'-5' Deep) | 350 | LF | $35.00 | $12,250.00 | $ 12,250.00 |
| 34 | WW12 | Open Trenching of Wastewater Main (5'-8' Deep) | 660 | LF | $38.00 | $25,080.00 | $ 25,080.00 |
| 35 | WW12 | Open Trenching of Wastewater Main (8'-10' Deep) | 580 | LF | $42.00 | $24,360.00 | $ 24,360.00 |
| 36 | WW12 | Open Trenching of Wastewater Main (10'-12' Deep) | 350 | LF | $46.00 | $16,100.00 | $ 16,100.00 |
| 37 | WW12 | Open Trenching of Wastewater Main (12'-14' Deep) | 350 | LF | $50.00 | $17,500.00 | $ 17,500.00 |
| 38 | WW12 | Open Trenching of Wastewater Main (14'-16' Deep) | 180 | LF | $54.00 | $9,720.00 | $ 9,720.00 |
| 39 | WW12 | Open Trenching of Wastewater Main (16'-18' Deep) | 180 | LF | $75.00 | $13,500.00 | $ 13,500.00 |
| 40 | WW12 | Open Trenching of Wastewater Main (18'-20' Deep) | 140 | LF | $100.00 | $14,000.00 | $ 14,000.00 |
| 1 | P1 | 6" Concrete Pavement Repair | 200 | SY | $160.00 | $32,000.00 | $ 32,000.00 |
| 2 | P2 | 4" Concrete Sidewalk Repair | 100 | SY | $120.00 | $12,000.00 | $ 12,000.00 |
| 3 | P3 | 2" Asphalt Pavement Repair | 2400 | SY | $65.00 | $156,000.00 | $ 156,000.00 |
| 4 | P4 | 6" Base Rock Pavement Repair | 1200 | SY | $25.00 | $30,000.00 | $ 30,000.00 |
| 5 | P5 | 20" Flowable Fill / 2-Sack Backfill | 2600 | SY | $130.00 | $338,000.00 | $ 338,000.00 |
| | | | | | Base Bid Total = | $4,403,596.00 | **$ 4,403,596.00** |
| | | | | | | | $ - |

# SPECIFICATIONS

**Project Name:** Utility Extension Program 06
**Project Number:** U23-01

**MAYOR**
Lori Blong

**COUNCIL MEMBERS**

| | | | |
|---|---|---|---|
| District 1 | Scott Dufford | District 3 | Jack Ladd |
| District 2 | John Norman | District 4 | Amy Stretcher Burkes |
| At-Large | Dan Corrales | At Large | Robin Poole |

**ENGINEERING SERVICES DIRECTOR**
Jose E. Ortiz, P.E.

Prepared by City of Midland, Texas
Engineering Services Division

August 2023

# NOTICE TO BIDDERS

**ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:**

| ***USPS Mailing Address:*** | | ***Physical Address for mail carriers other than USPS:*** |
|---|---|---|
| **City of Midland, Texas** | | **City of Midland, Texas** |
| **Attn: City Secretary's Office** | **OR** | **Attn: City Secretary's Office** |
| **P O Box 1152** | | **300 North Loraine St, Suite 330** |
| **Midland, TX 79702** | | **Midland, TX 79701** |

**If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.**

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 6th day of September, 2023, and publicly opened and read aloud at that time.

**Delivery of Submittals**

Bid packets must be received in the City Secretary's Office no later than September 6, 2023 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

**ATTENTION: The public bid opening will be in the City Council Meeting Chambers.**

The Proposed Work provides for the furnishing of materials and labor for Utility Extension Program 06 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, August 30th, 2023 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

**jferguson@midlandtexas.gov**

**The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, September 1, 2023. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.**

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

"FAX" or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland".

**ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.**

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

## WAIVER OF ATTORNEY FEES

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

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

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

## WAIVER

## BIDDER'S WAIVER:

**BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:**

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

**BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).**

City of Midland

Marcia Bentley-German
City Secretary

Form Revised September 2023

# INSTRUCTION AND INFORMATION FOR BIDDERS

## 1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated on or after June 15, 2023. 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 2023

## NOTICE TO BIDDERS

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

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

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

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

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

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

# 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.**

Boler Equipment Service, Inc.

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

N/A - No Relationship

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.**

N/A - No Relationship

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

Signature of vendor doing business with the governmental entity

09.06.2023

Date

# CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

1. Is the above address the principal place of business for the business named above? [X] Yes [ ] No
2. How many residents of the City of Midland are employed at the above business location? 13
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 [X] 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?

   [X] Yes [ ] No

   If Yes, did the local business pay any of this tax to the City of Midland? [X] 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: Greg Boler Date: 09.06.2023

Printed Name and Title: Greg Boler - Vice President

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Jessica Ervin-Battles | |
|---|---|---|
| ERVIN INSURANCE AGENCY<br>3100 North A Street Bldg D<br>Midland, TX 79705<br>License #: | PHONE (A/C, No, Ext): (432) 682-3717 | FAX (A/C, No): (432) 682-3002 |
| | E-MAIL ADDRESS: jessica@ervinins.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Mid-Continent Casualty | 23418 |
| INSURED<br>Boler Equipment Service<br>PO Box 80428<br>Midland, TX 79708 | INSURER B : Liberty Mutual Insurance Company | 23043 |
| | INSURER C : Texas Mutual Insurance Company | 22945 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | Y | Y | 04GL1101224 | 7/13/2023 | 7/13/2024 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 0 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 5,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | Y | Y | BAS60891370 | 3/2/2023 | 3/2/2024 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | Y | Y | 04XS229878 | 7/13/2023 | 7/13/2024 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | 0001118970 | 7/13/2023 | 7/13/2024 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Inland Marine-Rented Equipment | | | 04CIM35636 | 7/13/2023 | 7/13/2024 | | $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 Insurend, on a claims occurred basis, on all policies listed aboce. The insured and insuror hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

**CERTIFICATE HOLDER**

City of Midland
PO Box 1152
Midland, TX 79702

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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# TECHNICAL SPECIFICATIONS

FOR: Utility Extension Program 06

All construction for this project must 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 is to 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) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) 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 sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

## 11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

## 12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

## 13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

## 14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

## 15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

## 16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

## 17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

## 18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

## 19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

## 20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

## 21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

## 22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

## 23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

## 24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

## 25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

## 26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

## 27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

## 28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

## 29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

## 30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

## 31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

## 32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

## 33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| — Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| — Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - |
| | Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

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

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

## 34. INDEMNIFICATION

**INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS**

**CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

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

**THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.**

## 35. RELEASE

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

## 36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

## 37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

## 38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

## 39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

## 40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

## 41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

## 42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

## 43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

## 44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

## 45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

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

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

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

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

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

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

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

**CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

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

## 46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

## 47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

## 48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

## 49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

## 50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

## 51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

## 52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

| **Material** | **Test** |
|---|---|
| Subgrade | Maximum density, optimum moisture |
| Caliche Base: | Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification |
| Aggregates for hot-mix: | Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density |
| Asphalt, emulsions and tars: | Certified plant test and certificates of compliance with each shipment |
| Hot- Mix asphaltic concrete: | Design mix, swell test, stripping test |
| Portland cement concrete pavement: | Design mix with test cylinders |

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner’s representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

## 53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

## 54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

## 55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

## 56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

## 57. WAIVER OF ATTORNEY FEES:

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

**CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN**

**THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.**

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

## 58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

## 59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

**THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.**

## 60. NO THIRD – PARTY BENEFICIARY

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

## 61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

## 62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

## 63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

## 64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

## 65. OTHER FEDERAL REQUIREMENTS

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

Updated August 2023

# SPECIAL PROVISIONS

**ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. Bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.**

## 1. SCOPE OF WORK:

Included in this **Utility Extension Program 06** will be the removal, replacement, relocation, placement, and installation or existing and proposed water improvements, wastewater improvements, and other assorted utility structures and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embedment, backfill, compaction, form work, pavement repair, sidewalk repair, erosion controls, traffic controls, utility cover adjustments, as well as 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 Construction Drawings and Specifications, which are necessary 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 or this program, and does not 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.

## 2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the Proposal the long-hand dollar amount written in the Description column for each bid item will take precedence over the numerical dollar amount listed in the Unit Price column if there is a discrepancy between the two.

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

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

## 3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

## 4. PAYMENT:

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, and payment will be made for material, installed, not for material delivery. This will apply to all Proposal Bid Items except those specifically listed below, which will be the only Proposal Bid Items to be paid upon material delivery for this project:

Miscellaneous Bid Items: 1 – 5

Water Bid Items: 1 – 38 and 45 – 48

Wastewater Bid Items: 1 – 22 and 24 – 31

Any and all payments for bid items that are paid upon material delivery are paid with the expectation that the material will be installed per the construction drawings and specifications, and that the material delivered will be protected and kept in good condition by the Contractor until it is installed. Material that is not property stored or protected and becomes weathered or damaged before installation must be replaced with new material meeting the standards and requirements of the construction drawings and specifications before it can be installed, and this will be done by the Contactor at no additional cost to the City of Midland.

Only one (1) 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. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

## 6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

## 7. TRAFFIC CONTROL:

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 Contractor rather than the City of Midland, 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.

Traffic control for work performed in non-arterial streets under this program will be the Contractor's responsibility, and 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 Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Construction Manager of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.

3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be “complex”, shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified “barricade company”).
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Construction Manager, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

## 8. COMPLETION OF WORK:

Any work assigned to the Contractor is to be considered part of a work order, and completion of the assigned work order occurs when the work order is 100% complete. A work order may only be completed after all utility, paving, sidewalk, 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 is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

## 10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc. Contractor must notify affected properties no less than two (2) business days prior to any planned access interruptions.

Contractor must coordinate with the City of Midland regarding any planned access interruptions for public Right-of-Way, or to restore any public infrastructure damaged during construction activities.

Steel plates or equivalent means must be used as needed to enable vehicle access across a trench that would otherwise prevent access to a private property unless construction work is actively taking place at this location. These temporary measures are to be kept in place any time construction activity is not actively taking place, or until the trench pavement repair is complete.

## 11. PROPERTY AND RIGHT-OF-WAY SERVICE:

Service to adjacent properties must be maintained at all times unless otherwise directed by the Engineer. Such services include water, wastewater, fiber, cable, electric, and gas. Contractor must notify affected properties no less than two (2) business days prior to any planned service interruption.

Contractor must coordinate with the City of Midland regarding any planned service interruptions for public water or wastewater, or to restore any public infrastructure damaged during construction activities.

Contractor must coordinate with private service providers for any necessary service interruptions to their infrastructure or to restore service to their infrastructure in the event that a private service is disrupted, damaged, etc. during construction.

## 12. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

## 13. CONSTRUCTION STAKING:

The Contractor has sole responsibility for 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.

## 14. SURVEY:

Contractor has sole responsibility for construction 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.

## 15. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

## 16. 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.

## 17. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner. Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants and existing water meters indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. These are ancillary to the project and will not be paid as separate items.

## 18. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement For Trench Repair – A Slump Test is required only if directed by the Engineer for pavement patches that are equal to or greater than 50 cubic yards (roughly equal to an 8' wide by 340' long by 6" thick pavement section). The slump test is to be performed once for every cylinder set (3 cylinders) taken, and no less than 1 cylinder set per day is to be taken for testing when concrete is placed. Test results are to be given to the engineer upon completion of each test. 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 are equal to or greater than 620 square yards (roughly equal to an 8' wide by 700' long pavement section). The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density limit will be a minimum limit of 93%, a maximum limit of 98%, and an optimum limit of 95%. Test results are to be given to the Engineer upon completion of each test.

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.

## 19. 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.

## 20. 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.

## 21. 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 program will be awarded based on the terms and requirements of the contract outlined in the bid packet and in an amount not to exceed $2,000,000.00. The initial term of the contract will expire on September 31, 2024.

## 22. RENEWAL OF COONTRACT:

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 $2,000,000.00 per term).

All renewal time periods will begin on October 1st of the calendar 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.

## 23. 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.

## 24. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank, only partially completed, or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

Bidders must provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation for both licenses will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted and the City of Midland will have sole discretion to either allow the Contractor to renew both of their active licenses before resuming work or to end the project 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 06**

**Project Number: U23-01**

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 60 LF | 20" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: Two Hundred Twenty Five dollars and no cents per linear foot. (Pay Note M1) | $ 225.00 | $ 13,500.00 |
| 2) | 60 LF | 16" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: One Hundred Ninety dollars and no cents per linear foot. (Pay Note M1) | $ 190.00 | $ 11,400.00 |
| 3) | 60 LF | 12" Steel Pipe Casing (1/4" Wall Thickness), furnished, installed, complete and in place, for the sum of: One Hundred Thirty dollars and no cents per linear foot. (Pay Note M1) | $ 130.00 | $ 7,800.00 |

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 4) | 40 LF | 16" PVC Pipe Casing, SDR 26 ASTM D2241, furnished, installed, complete and in place, for the sum of: Two Hundred Fifteen dollars and no cents per linear foot. (Pay Note M1) | $ 215.00 | $ 8,600.00 |
| 5) | 60 LF | 12" PVC Pipe Casing, SDR 26 ASTM D2241, furnished, installed, complete and in place, for the sum of: One Hundred Thirty Four dollars and no cents per linear foot. (Pay Note M1) | $ 134.00 | $ 8,040.00 |
| 6) | 60 LF | Cement Stabilized Sand Bedding (2.5-Sack) Encasement, furnished, installed, complete and in place, for the sum of: Thirty Five dollars and no cents per linear foot. (Pay Note M2) | $ 35.00 | $ 2,100.00 |
| 7) | 30 EA | Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Eight Hundred dollars and no cents per each. (Pay Note M3) | $ 800.00 | $ 24,000.00 |
| 8) | 30 EA | Traffic Control for Collector/Local Road Conditions, furnished, installed, complete and in place, for the sum of: Three Thousand Five Hundred dollars and no cents per each. (Pay Note M4) | $ 3,500.00 | $ 105,000.00 |
| 9) | 20 EA | Traffic Control for Alley/Easement Conditions, furnished, installed, complete and in place, for the sum of: Eight Hundred dollars and no cents per each. (Pay Note M5) | $ 800.00 | $ 16,000.00 |

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 10) | 30 EA | Job Site Safety, furnished, installed, complete and in place, for the sum of: Seven Hundred Fifty dollars and no cents per each. (Pay Note M6) | $ 750.00 | $ 22,500.00 |
| 11) | 350 LF | Additional Labor, Downtown Area, Water Improvements, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note M7) | $ 50.00 | $ 17,500.00 |
| 12) | 350 LF | Additional Labor, Downtown Area, Wastewater Improvements, furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note M8) | $ 50.00 | $ 17,500.00 |
| 13) | N/A | Material Mark-up, complete and in place, for the sum of: Twenty percent. (Pay Note M9) | % 20 | $ N/A |
| 14) | N/A | Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Twenty percent. (Pay Note M10) | % 20 | $ N/A |
| 15) | N/A | Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Twenty percent. (Pay Note M11) | % 20 | $ N/A |
| **Total Miscellaneous Items 1-15** | | $ 253,940.00 | | |

| Base Bid: Demolition Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 100 LF | Removal & Disposal of Existing Utility Mains, complete and in place, for the sum of: Twenty dollars and no cents per linear foot. (Pay Note D1) | $ 20.00 | $ 2,000.00 |
| 2) | 30 CY | Flowable Fill for Existing Pipes Abandoned In Place, furnished, installed, complete and in place, for the sum of: One Hundred Fifty dollars and no cents per cubic yard. (Pay Note D2) | $ 150.00 | $ 4,500.00 |
| 3) | 10 EA | Removal & Disposal of Existing 60" Manhole, (0'-5' Deep), complete and in place, for the sum of: Two Thousand dollars and no cents per each. (Pay Note D3) | $ 2,000.00 | $ 20,000.00 |
| 4) | 10 EA | Removal & Disposal of Existing 48" Manhole, (0'-5' Deep), complete and in place, for the sum of: Two Thousand dollars and no cents per each. (Pay Note D3) | $ 2,000.00 | $ 20,000.00 |
| 5) | 30 VF | Remove & Disposal of Existing 60" Manhole Additional Depth, (> 5' Deep), complete and in place, for the sum of: Two Hundred dollars and no cents per vertical foot. (Pay Note D4) | $ 200.00 | $ 6,000.00 |
| 6) | 30 VF | Remove & Disposal of Existing 48" Manhole Additional Depth, (> 5' Deep), complete and in place, for the sum of: Two Hundred dollars and no cents per vertical foot. (Pay Note D4) | $ 200.00 | $ 6,000.00 |
| **Total Demolition Items 1-6** | | | $ 58,500.00 | |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 130 LF | 16" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Ninety Five dollars and no cents per linear foot. (Pay Note W1) | $ 195.00 | $ 25,350.00 |
| 2) | 60 LF | 12" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Fifty Eight dollars and no cents per linear foot. (Pay Note W1) | $ 158.00 | $ 9,480.00 |
| 3) | 60 LF | 10" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Ten dollars and no cents per linear foot. (Pay Note W1) | $ 110.00 | $ 6,600.00 |
| 4) | 60 LF | 8" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Twenty dollars and no cents per linear foot. (Pay Note W1) | $ 120.00 | $ 7,200.00 |
| 5) | 60 LF | 6" Ductile Iron Pipe Pressure Class 150, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Ten dollars and no cents per linear foot. (Pay Note W1) | $ 110.00 | $ 6,600.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 6) | 80 LF | 16" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Two Hundred Five dollars and no cents per linear foot. (Pay Note W1) | $ 205.00 | $ 16,400.00 |
| 7) | 580 LF | 12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Thirty dollars and no cents per linear foot. (Pay Note W1) | $ 130.00 | $ 75,400.00 |
| 8) | 60 LF | 10" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Fifteen dollars and no cents per linear foot. (Pay Note W1) | $ 115.00 | $ 6,900.00 |
| 9) | 580 LF | 8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: Ninety Five dollars and no cents per linear foot. (Pay Note W1) | $ 95.00 | $ 55,100.00 |
| 10) | 580 LF | 6" AWWA C-900 DR18, PVC, 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 | $ 49,300.00 |
| 11) | 8 EA | 16" Tapping Sleeve furnished, installed, complete and in place, for the sum of: Four Thousand Seven Hundred Ten dollars and no cents per each. (Pay Note W2) | $ 4,710.00 | $ 37,680.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 12) | 12 EA | 12" Tapping Sleeve furnished, installed, complete and in place, for the sum of: Four Thousand Thirty dollars and no cents per each. (Pay Note W2) | $ 4,030.00 | $ 48,360.00 |
| 13) | 8 EA | 10" Tapping Sleeve furnished, installed, complete and in place, for the sum of: Three Thousand Three Hundred Fifty dollars and no cents per each. (Pay Note W2) | $ 3,350.00 | $ 26,800.00 |
| 14) | 12 EA | 8" Tapping Sleeve furnished, installed, complete and in place, for the sum of: Two Thousand Two Hundred Ninety dollars and no cents per each. (Pay Note W2) | $ 2,290.00 | $ 27,480.00 |
| 15) | 12 EA | 6" Tapping Sleeve furnished, installed, complete and in place, for the sum of: Two Thousand One Hundred Twenty dollars and no cents per each. (Pay Note W2) | $ 2,120.00 | $ 25,440.00 |
| 16) | 8 EA | 16" Gate Valve & Vault (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Twenty Six Thousand One hundred Sixty Eight dollars and no cents per each. (Pay Note W3) | $ 26,168.00 | $ 209,344.00 |
| 17) | 12 EA | 12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Five Thousand Eight Hundred Sixty Eight dollars and no cents per each. (Pay Note W4) | $ 5,868.00 | $ 70,416.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 18) | 12 EA | 10" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Four Thousand Two Hundred Thirty Four dollars and no cents per each. (Pay Note W4) | $ 4,234.00 | $ 50,808.00 |
| 19) | 12 EA | 8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Three Thousand Five Hundred dollars and no cents per each. (Pay Note W4) | $ 3,500.00 | $ 42,000.00 |
| 20) | 24 EA | 6" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Two Thousand Eight Hundred Thirty dollars and no cents per each. (Pay Note W4) | $ 2,830.00 | $ 67,920.00 |
| 21) | 4 EA | Air Relief Valve & Vault (Water Main), furnished, installed, complete and in place, for the sum of: Twenty Two Thousand Six Hundred Ninety dollars and no cents per each. (Pay Note W5) | $ 22,690.00 | $ 90,760.00 |
| 22) | 24 EA | Fire Hydrant Assembly, (≤ 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: Five Thousand Six Hundred Forty Two dollars and no cents per each. (Pay Note W6) | $ 5,642.00 | $ 135,408.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 23) | 50 VF | Fire Hydrant Riser, (> 5' Water Main Bury Depth), furnished, installed, complete and in place, for the sum of: One Thousand One Hundred Twelve dollars and no cents per vertical foot. (Pay Note W7) | $ 1,112.00 | $ 55,600.00 |
| 24) | 3400 LBS | Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: Ten dollars and no cents per pound. (Pay Note W8) | $ 10.00 | $ 34,000.00 |
| 25) | 8 EA | Dresser Coupling, furnished, installed, complete and in place, for the sum of: One Thousand Four Hundred dollars and no cents per each. (Pay Note W9) | $ 1,400.00 | $ 11,200.00 |
| 26) | 8 EA | 16" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place, for the sum of: One Thousand One Hundred Sixty Five dollars and no cents per each. (Pay Note W10) | $ 1,165.00 | $ 9,320.00 |
| 27) | 16 EA | 12" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place, for the sum of: One Thousand One Hundred Fifty Eight dollars and no cents per each. (Pay Note W10) | $ 1,158.00 | $ 18,528.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 28) | 8 EA | 10" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place, for the sum of: One Thousand Ninety Four dollars and no cents per each. (Pay Note W10) | $ 1,094.00 | $ 8,752.00 |
| 29) | 24 EA | 8" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place, for the sum of: One Thousand Seventy Two dollars and no cents per each. (Pay Note W10) | $ 1,072.00 | $ 25,728.00 |
| 30) | 40 EA | 6" Tapping Saddle for water service connection (2" or 1"), furnished, installed, complete and in place, for the sum of: One Thousand Eighty Seven dollars and no cents per each. (Pay Note W10) | $ 1,087.00 | $ 43,480.00 |
| 31) | 16 EA | 2" Water Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: Three Thousand dollars and no cents per each. (Pay Note W11) | $ 3,000.00 | $ 48,000.00 |
| 32) | 16 EA | 2" Water Service Connection, Short (≤ 20'), furnished, installed, complete and in place, for the sum of: Three Thousand dollars and no cents per each. (Pay Note W11) | $ 3,000.00 | $ 48,000.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 33) | 32 EA | 1" Water Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: Two Thousand dollars and no cents per each. (Pay Note W11) | $ 2,000.00 | $ 64,000.00 |
| 34) | 32 EA | 1" Water Service Connection, Short (≤ 20'), furnished, installed, complete and in place, for the sum of: Two Thousand dollars and no cents per each. (Pay Note W11) | $ 2,000.00 | $ 64,000.00 |
| 35) | 4 EA | Flushing Station Installation, Long (> 20'), furnished, installed, complete and in place, for the sum of: Eight Thousand Nine Hundred Ninety Five dollars and no cents per each. (Pay Note W12) | $ 8,995.00 | $ 35,980.00 |
| 36) | 4 EA | Flushing Station Installation, Short (≤ 20'), furnished, installed, complete and in place, for the sum of: Eight Thousand Nine Hundred Ninety Five dollars and no cents per each. (Pay Note W12) | $ 8,995.00 | $ 35,980.00 |
| 37) | 4 EA | Sampling Station Installation, Long (> 20'), furnished, installed, complete and in place, for the sum of: Four Thousand dollars and no cents per each. (Pay Note W13) | $ 4,000.00 | $ 16,000.00 |
| 38) | 4 EA | Sampling Station Installation, Short (≤ 20'), furnished, installed, complete and in place, for the sum of: Four Thousand dollars and no cents per each. (Pay Note W13) | $ 4,000.00 | $ 16,000.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 39) | 12 EA | Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: Five Hundred Twenty dollars and no cents per each. (Pay Note W14) | $ 520.00 | $ 6,240.00 |
| 40) | 12 EA | Water Meter & Meter Box Installation (Existing Service Lateral), furnished, installed, complete and in place, for the sum of: One Thousand One Hundred dollars and no cents per each. (Pay Note W15) | $ 1,100.00 | $ 13,200.00 |
| 41) | 12 EA | Replace Water Meter In Existing Vault, furnished, installed, complete and in place, for the sum of: One Thousand dollars and no cents per each. (Pay Note W16) | $ 1,000.00 | $ 12,000.00 |
| 42) | 8 EA | Stand-Alone Gate Valve & Vault Replacement / Installation Add-On, furnished, installed, complete and in place, for the sum of: Twenty Seven Thousand One Hundred Fifty Five dollars and no cents per each. (Pay Note W17) | $ 27,155.00 | $ 217,240.00 |
| 43) | 32 EA | Stand-Alone Gate Valve & Box Replacement / Installation Add-On, furnished, installed, complete and in place, for the sum of: Nine Thousand dollars and no cents per each. (Pay Note W18) | $ 9,000.00 | $ 288,000.00 |

| Base Bid: Water Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 44) | 16 EA | Stand-Alone Water Service Connection Add-On, furnished, installed, complete and in place, for the sum of: Five Thousand dollars and no cents per each. (Pay Note W19) | $ 5,000.00 | $ 80,000.00 |
| 45) | 1200 LF | Open Trenching of Water Main (0' – 5' Deep), furnished, installed, complete and in place, for the sum of: Fifteen dollars and no cents per linear foot. (Pay Note W20) | $ 15.00 | $ 18,000.00 |
| 46) | 350 LF | Open Trenching of Water Main (5' – 8' Deep), furnished, installed, complete and in place, for the sum of: Twenty dollars and no cents per linear foot. (Pay Note W20) | $ 20.00 | $ 7,000.00 |
| 47) | 350 LF | Open Trenching of Water Main (8' – 10' Deep), furnished, installed, complete and in place, for the sum of: Twenty Five dollars and no cents per linear foot. (Pay Note W20) | $ 25.00 | $ 8,750.00 |
| 48) | 350 LF | Open Trenching of Water Main (10' – 12' Deep), furnished, installed, complete and in place, for the sum of: Thirty dollars and no cents per linear foot. (Pay Note W20) | $ 30.00 | $ 10,500.00 |
| **Total Water Items 1-48** | | | $ 2,286,244.00 | |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 60 LF | 16" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Two hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 200.00 | $ 12,000.00 |
| 2) | 60 LF | 12" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred Twenty Five dollars and no cents per linear foot. (Pay Note WW1) | $ 125.00 | $ 7,500.00 |
| 3) | 60 LF | 10" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 100.00 | $ 6,000.00 |
| 4) | 140 LF | 8" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred Twelve dollars and no cents per linear foot. (Pay Note WW1) | $ 112.00 | $ 15,680.00 |
| 5) | 140 LF | 6" SDR 26 ASTM D2241, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 100.00 | $ 14,000.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 6) | 60 LF | 15" SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Two Hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 200.00 | $ 12,000.00 |
| 7) | 60 LF | 12" SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred Thirty Five dollars and no cents per linear foot. (Pay Note WW1) | $ 135.00 | $ 8,100.00 |
| 8) | 60 LF | 10" SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred five dollars and no cents per linear foot. (Pay Note WW1) | $ 105.00 | $ 6,300.00 |
| 9) | 140 LF | 8" SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 100.00 | $ 14,000.00 |
| 10) | 140 LF | 6" SDR 26 ASTM D3034, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 100.00 | $ 14,000.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 11) | 350 LF | 15" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred Eighty dollars and no cents per linear foot. (Pay Note WW1) | $ 180.00 | $ 63,000.00 |
| 12) | 350 LF | 12" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred Twenty dollars and no cents per linear foot. (Pay Note WW1) | $ 120.00 | $ 42,000.00 |
| 13) | 60 LF | 10" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred dollars and no cents per linear foot. (Pay Note WW1) | $ 100.00 | $ 6,000.00 |
| 14) | 350 LF | 8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: One Hundred Fifteen dollars and no cents per linear foot. (Pay Note WW1) | $ 115.00 | $ 40,250.00 |
| 15) | 580 LF | 6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Eighty Nine dollars and no cents per linear foot. (Pay Note WW1) | $ 89.00 | $ 51,620.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 16) | 180 LF | 4" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main, furnished, installed, complete and in place, for the sum of: Seventy Five dollars and no cents per linear foot. (Pay Note WW1) | $ 75.00 | $ 13,500.00 |
| 17) | 8 EA | 60" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: Seven Thousand Six Hundred Eighty Six dollars and no cents per each. (Pay Note WW2) | $ 7,686.00 | $ 61,488.00 |
| 18) | 24 EA | 48" Fiberglass Manhole & Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: Six Thousand Seven hundred Twenty Six dollars and no cents per each. (Pay Note WW2) | $ 6,726.00 | $ 161,424.00 |
| 19) | 4 EA | 60" Fiberglass Manhole & Watertight Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: Seven Thousand Five Hundred dollars and no cents per each. (Pay Note WW3) | $ 7,500.00 | $ 30,000.00 |
| 20) | 4 EA | 48" Fiberglass Manhole & Watertight Cover, (0'-5' Deep), furnished, installed, complete and in place, for the sum of: Five Thousand Nine Hundred Fifteen dollars and no cents per each. (Pay Note WW3) | $ 5,915.00 | $ 23,660.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 21) | 32 VF | 60" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: Nine Hundred Fifty dollars and no cents per vertical foot. (Pay Note WW4) | $ 950.00 | $ 30,400.00 |
| 22) | 100 VF | 48" Fiberglass Manhole Additional Bury Depth, (> 5' Deep), furnished, installed, complete and in place, for the sum of: Seven hundred Fifty dollars and no cents per vertical foot. (Pay Note WW4) | $ 750.00 | $ 75,000.00 |
| 23) | 8 EA | Connection to Existing Manhole, furnished, installed, complete and in place, for the sum of: One Thousand Eight Hundred dollars and no cents per each. (Pay Note WW5) | $ 1,800.00 | $ 14,400.00 |
| 24) | 8 EA | Manhole Drop Structure (0'-5' Deep, External), furnished, installed, complete and in place, for the sum of: Three Thousand Five Hundred dollars and no cents per each. (Pay Note WW6) | $ 3,500.00 | $ 28,000.00 |
| 25) | 32 VF | Manhole Drop Structure Additional Bury Depth (> 5' Deep, External), furnished, installed, complete and in place, for the sum of: Three Hundred Twenty Five dollars and no cents per vertical foot. (Pay Note WW7) | $ 325.00 | $ 10,400.00 |
| 26) | 8 EA | Manhole Drop Structure (0'-5' Deep, Internal), furnished, installed, complete and in place, for the sum of: Two Thousand Five Hundred dollars and no cents per each. (Pay Note WW8) | $ 2,500.00 | $ 20,000.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 27) | 32 VF | Manhole Drop Structure Additional Bury Depth (> 5' Deep, Internal), furnished, installed, complete and in place, for the sum of: Five Hundred Fifty dollars and no cents per vertical foot. (Pay Note WW9) | $ 550.00 | $ 17,600.00 |
| 28) | 24 EA | 6" Wastewater Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: One Thousand Nine Hundred Eighty Five dollars and no cents per each. (Pay Note WW10) | $ 1,985.00 | $ 47,640.00 |
| 29) | 24 EA | 6" Wastewater Service Connection, Long (≤ 20'), furnished, installed, complete and in place, for the sum of: One Thousand Nine Hundred Eighty Five dollars and no cents per each. (Pay Note WW10) | $ 1,985.00 | $ 47,640.00 |
| 30) | 24 EA | 4" Wastewater Service Connection, Long (> 20'), furnished, installed, complete and in place, for the sum of: One Thousand Seven Hundred Twenty Five dollars and no cents per each. (Pay Note WW10) | $ 1,725.00 | $ 41,400.00 |
| 31) | 24 EA | 4" Wastewater Service Connection, Long (≤ 20'), furnished, installed, complete and in place, for the sum of: One Thousand Seven hundred Twenty Five dollars and no cents per each. (Pay Note WW10) | $ 1,725.00 | $ 41,400.00 |
| 32) | 16 EA | Stand-Alone Wastewater Service Connection Add-On, furnished, installed, complete and in place, for the sum of: Eight Thousand dollars and no cents per each. (Pay Note W11) | $ 8,000.00 | $ 128,000.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 33) | 350 LF | Open Trenching of Wastewater Main (0'-5' Deep), furnished, installed, complete and in place, for the sum of: Thirty Five dollars and no cents per linear foot. (Pay Note WW12) | $ 35.00 | $ 12,250.00 |
| 34) | 660 LF | Open Trenching of Wastewater Main (5'-8' Deep), furnished, installed, complete and in place, for the sum of: Thirty Eight dollars and no cents per linear foot. (Pay Note WW12) | $ 38.00 | $ 25,080.00 |
| 35) | 580 LF | Open Trenching of Wastewater Main (8'-10' Deep), furnished, installed, complete and in place, for the sum of: Forty Two dollars and no cents per linear foot. (Pay Note WW12) | $ 42.00 | $ 24,360.00 |
| 36) | 350 LF | Open Trenching of Wastewater Main (10'-12' Deep), furnished, installed, complete and in place, for the sum of: Forty Six dollars and no cents per linear foot. (Pay Note WW12) | $ 46.00 | $ 16,100.00 |
| 37) | 350 LF | Open Trenching of Wastewater Main (12'-14' Deep), furnished, installed, complete and in place, for the sum of: Fifty dollars and no cents per linear foot. (Pay Note WW12) | $ 50.00 | $ 17,500.00 |
| 38) | 180 LF | Open Trenching of Wastewater Main (14'-16' Deep), furnished, installed, complete and in place, for the sum of: Fifty Four dollars and no cents per linear foot. (Pay Note WW12) | $ 54.00 | $ 9,720.00 |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 39) | 180 LF | Open Trenching of Wastewater Main (16'-18' Deep), furnished, installed, complete and in place, for the sum of: Seventy Five dollars and no cents per linear foot. (Pay Note WW12) | $ 75.00 | $ 13,500.00 |
| 40) | 140 LF | Open Trenching of Wastewater Main (18'-20' Deep), furnished, installed, complete and in place, for the sum of: One Hundred dollars and no cents per linear foot. (Pay Note WW12) | $ 100.00 | $ 14,000.00 |
| **Total Sewer Items 1-40** | | $ 1,236,912.00 | | |

| Base Bid: Paving Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 200 SY | 6" Concrete Pavement Repair, furnished, installed, complete and in place, for the sum of: One Hundred Sixty dollars and no cents per square yard. (Pay Note P1) | $ 160.00 | $ 32,000.00 |
| 2) | 100 SY | 4" Concrete Sidewalk Repair, furnished, installed, complete and in place, for the sum of: One Hundred Twenty dollars and no cents per square yard. (Pay Note P2) | $ 120.00 | $ 12,000.00 |
| 3) | 2400 SY | 2" Asphalt Pavement Repair, furnished, installed, complete and in place, for the sum of: Sixty Five dollars and no cents per square yard. (Pay Note P3) | $ 65.00 | $ 156,000.00 |
| 4) | 1200 SY | 6" Base Rock Pavement Repair (Flexible Base), furnished, installed, complete and in place, for the sum of: Twenty Five dollars and no cents per square yard. (Pay Note P4) | $ 25.00 | $ 30,000.00 |
| 5) | 2600 SY | Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: One Hundred Thirty dollars and no cents per square yard. (Pay Note P5) | $ 130.00 | $ 338,000.00 |
| **Total Paving Items 1-5** | | $ 568,000.00 | | |

| Bid Price For: | |
|---|---|
| 1. Miscellaneous Items | $ 253,940.00 |
| 2. Demolition Items | $ 58,500.00 |
| 3. Water Items | $ 2,286,244.00 |
| 4. Wastewater Items | $ 1,236,912.00 |
| 6. Paving Items | $ 568,000.00 |
| **Total Price** | $ 4,403,596.00 |

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

Four Million Four Hundred Three Thousand Five Hundred Ninety Six 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, 2024. 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 $2,000,000.00 per term.)

**PUBLIC INFORMATION**

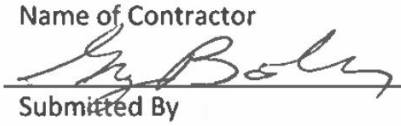
To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and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

Two Hundred Twenty Thousand One Hundred Seventy Nine dollars

and Eighty cents total. ($ 220,179.80 )

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.

| | | |
|---|---|---|
| Boler Equipment Service, Inc. | | |
| Name of Contractor | | |
|  | 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 06

| Bid Item | | Pay Quantity Note |
|---|---|---|
| *Miscellaneous Items* | | |
| 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 | 16" PVC Pipe Casing, SDR 26 ASTM D2241 | M1 |
| 5 | 12" PVC Pipe Casing, SDR 26 ASTM D2241 | M1 |
| 6 | Cement Stabilized Bedding (2.5-Sack) | M2 |
| 7 | Erosion/Sediment Control | M3 |
| 8 | Traffic Control for Collector/Local Road Conditions | M4 |
| 9 | Traffic Control for Alley/Easement Conditions | M5 |
| 10 | Job Site Safety | M6 |
| 11 | Additional Labor, Downtown Area, Water Improvements | M7 |
| 12 | Additional Labor, Downtown Area, Wastewater Improvements | M8 |
| 13 | Material Mark-up | M9 |
| 14 | Labor Mark-up (Regular Work Hours) | M10 |
| 15 | Equipment Rental Mark-up (Non-Standard Equipment Only) | M11 |
| *Demolition Items* | | |
| 1 | Removal & Disposal of Existing Utility Mains | D1 |
| 2 | Flowable Fill for Existing Pipes Abandoned In Place | D2 |
| 3 | Removal & Disposal of Existing 60" Manhole (0'-5' Deep) | D3 |
| 4 | Removal & Disposal of Existing 48" Manhole (0'-5' Deep) | D3 |
| 5 | Removal & Disposal of Existing 60" Manhole Additional Depth (> 5' Deep) | D4 |
| 6 | Removal & Disposal of Existing 40" Manhole Additional Depth (> 5' Deep) | D4 |

*Water Items*

| | | |
|---|---|---|
| 1 | 16" Ductile Iron Pipe Pressure Class 150, Water Main | W1 |
| 2 | 12" Ductile Iron Pipe Pressure Class 150, Water Main | W1 |
| 3 | 10" Ductile Iron Pipe Pressure Class 150, Water Main | W1 |
| 4 | 8" Ductile Iron Pipe Pressure Class 150, Water Main | W1 |
| 5 | 6" Ductile Iron Pipe Pressure Class 150, Water Main | W1 |
| 6 | 16" AWWA C-900 DR18, PVC, Water Main | W1 |
| 7 | 12" AWWA C-900 DR18, PVC, Water Main | W1 |
| 8 | 10" AWWA C-900 DR18, PVC, Water Main | W1 |
| 9 | 8" AWWA C-900 DR18, PVC, Water Main | W1 |
| 10 | 6" AWWA C-900 DR18, PVC, Water Main | W1 |
| 11 | 16" Tapping Sleeve | W2 |
| 12 | 12" Tapping Sleeve | W2 |
| 13 | 10" Tapping Sleeve | W2 |
| 14 | 8" Tapping Sleeve | W2 |
| 15 | 6" Tapping Sleeve | W2 |
| 16 | 16" Gate Valve & Vault (MJxMJ/FL) | W3 |
| 17 | 12" Gate Valve & Box (MJxMJ/FL) | W4 |
| 18 | 10" Gate Valve & Box (MJxMJ/FL) | W4 |
| 19 | 8" Gate Valve & Box (MJxMJ/FL) | W4 |
| 20 | 6" Gate Valve & Box (MJxMJ/FL) | W4 |
| 21 | Air Relief Valve & Vault (Water Main) | W5 |
| 22 | Fire Hydrant Assembly (≤ 5' Water Main Bury Depth) | W6 |
| 23 | Fire Hydrant Riser (> 5' Water Main Bury Depth) | W7 |
| 24 | Ductile Iron Fittings | W8 |
| 25 | Dresser Coupling | W9 |
| 26 | 16" Tapping Saddle (2" or 1") | W10 |
| 27 | 12" Tapping Saddle (2" or 1") | W10 |
| 28 | 10" Tapping Saddle (2" or 1") | W10 |
| 29 | 8" Tapping Saddle (2" or 1") | W10 |
| 30 | 6" Tapping Saddle (2" or 1") | W10 |
| 31 | 2" Water Service Connection, Long (> 20') | W11 |
| 32 | 2" Water Service Connection, Short (≤ 20') | W11 |
| 33 | 1" Water Service Connection, Long (> 20') | W11 |
| 34 | 1" Water Service Connection, Short (≤ 20') | W11 |
| 35 | Flushing Station Installation, Long (> 20') | W12 |
| 36 | Flushing Station Installation, Short (≤ 20') | W12 |
| 37 | Sampling Station Installation, Long (> 20') | W13 |
| 38 | Sampling Station Installation, Short (≤ 20') | W13 |
| 39 | Water Meter Installation (New Service Lateral) | W14 |
| 40 | Water Meter & Meter Box Installation (Existing Service Lateral) | W15 |
| 41 | Replace Water Meter In Existing Vault | W16 |
| 42 | Stand-Alone Gate Valve & Vault Replacement / Installation Add-On | W17 |
| 43 | Stand-Alone Gate Valve & Box Replacement / Installation Ads-On | W18 |
| 44 | Stand-Alone Water Service Connection Add-On | W19 |
| 45 | Open Trenching of Water Main (0' - 5' Deep) | W20 |
| 46 | Open Trenching of Water Main (5' - 8' Deep) | W20 |
| 47 | Open Trenching of Water Main (8' - 10' Deep) | W20 |
| 48 | Open Trenching of Water Main (10' - 12' Deep) | W20 |

*Wastewater Items*

| | | |
|---|---|---|
| 1 | 16" SDR 26 ASTM D2241, PVC, Wastewater Main | WW1 |
| 2 | 12" SDR 26 ASTM D2241, PVC, Wastewater Main | WW1 |
| 3 | 10" SDR 26 ASTM D2241, PVC, Wastewater Main | WW1 |
| 4 | 8" SDR 26 ASTM D2241, PVC, Wastewater Main | WW1 |
| 5 | 6" SDR 26 ASTM D2241, PVC, Wastewater Main | WW1 |
| 6 | 15" SDR 26 ASTM D3034, PVC, Wastewater Main | WW1 |
| 7 | 12" SDR 26 ASTM D3034, PVC, Wastewater Main | WW1 |
| 8 | 10" SDR 26 ASTM D3034, PVC, Wastewater Main | WW1 |
| 9 | 8" SDR 26 ASTM D3034, PVC, Wastewater Main | WW1 |
| 10 | 6" SDR 26 ASTM D3034, PVC, Wastewater Main | WW1 |
| 11 | 15" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | WW1 |
| 12 | 12" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | WW1 |
| 13 | 10" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | WW1 |
| 14 | 8" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | WW1 |
| 15 | 6" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | WW1 |
| 16 | 4" SDR 35 ASTM D3034, PS46, PVC, Wastewater Main | WW1 |
| 17 | 60" Fiberglass Manhole & Cover (0'-5' Deep) | WW2 |
| 18 | 48" Fiberglass Manhole & Cover (0'-5' Deep) | WW2 |
| 19 | 60" Fiberglass Manhole & Watertight Cover (0'-5' Deep) | WW3 |
| 20 | 48" Fiberglass Manhole & Watertight Cover (0'-5' Deep) | WW3 |
| 21 | 60" Fiberglass Manhole Additional Bury Depth (> 5' Deep) | WW4 |
| 22 | 48" Fiberglass Manhole Additional Bury Depth (> 5' Deep) | WW4 |
| 23 | Connect To Existing Manhole | WW5 |
| 24 | Manhole Drop Structure (0'-5' Deep, External) | WW6 |
| 25 | Manhole Drop Structure Additional Bury Depth (> 5' Deep, External) | WW7 |
| 26 | Manhole Drop Structure (0'-5' Deep, Internal) | WW8 |
| 27 | Manhole Drop Structure Additional Bury Depth (> 5' Deep, Internal) | WW9 |
| 28 | 6" Wastewater Service Connection, Long (> 20') | WW10 |
| 29 | 6" Wastewater Service Connection, Short (≤ 20') | WW10 |
| 30 | 4" Wastewater Service Connection, Long (> 20') | WW10 |
| 31 | 4" Wastewater Service Connection, Short (≤ 20') | WW10 |
| 32 | Stand-Alone Add-On For Wastewater Service Connection | WW11 |
| 33 | Open Trenching of Wastewater Main (0'-5' Deep) | WW12 |
| 34 | Open Trenching of Wastewater Main (5'-8' Deep) | WW12 |
| 35 | Open Trenching of Wastewater Main (8'-10' Deep) | WW12 |
| 36 | Open Trenching of Wastewater Main (10'-12' Deep) | WW12 |
| 37 | Open Trenching of Wastewater Main (12'-14' Deep) | WW12 |
| 38 | Open Trenching of Wastewater Main (14'-16' Deep) | WW12 |
| 39 | Open Trenching of Wastewater Main (16'-18' Deep) | WW12 |
| 40 | Open Trenching of Wastewater Main (18'-20' Deep) | WW12 |

*Paving Items*

| | | |
|---|---|---|
| 1 | 6" Concrete Pavement Repair | P1 |
| 2 | 4" Concrete Sidewalk Repair | P2 |
| 3 | 2" Asphalt Pavement Repair | P3 |
| 4 | 6" Base Rock Pavement Repair | P4 |
| 5 | 20" Flowable Fill / 2-Sack Backfill | P5 |

# PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Pipe Casing per the construction drawings and City of Midland standards and specifications, including all spacers, grout, embedment, detector wire, tracer tape, 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 Bedding Encasement (Portland Cement 2.5 Sack Cement = 235 LBS/CY) per the construction drawings, City of Midland standards and specifications, and Texas Administrative Code Title 30, Ch. 290, Sub-Ch. D Rule§290.44(e)(4)(B)(v), including all embedment, detector wire, tracer tape, 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.

M3 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 made per each block measured from street intersection to street intersection, or per each street crossing between blocks.

M4 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 made per each block measured from street intersection to street intersection, or per each collector/local road crossed.

M5 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 made per each block measured from street intersection to street intersection, or per each alley/easement crossed.

M6 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 made per each block measured from street intersection to street intersection, or per each street crossing between intersections.

M7 Includes the necessary equipment, labor, materials, and incidentals to complete work for water improvements in the downtown Midland area per the construction drawings and 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 paument to be per linear foot measured along the ground surface following the water pipe centerline through all valves, fittings, structures, and appurtenances. This will be applied solely at the discretion of the Engineer or Records or the City of MIdland designee.

M8 Includes the necessary equipment, labor, materials, and incidentals to complete work for wastewater improvements in the downtown Midland area per the construction drawings and 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 or Records or the City of MIdland designee.

M9 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made 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.

M10 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made 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 labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M11 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made 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.

D1 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, structures, and appurtenances. All existing fire hydrants and meters removed are to be returned to the City of Midland. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.

D2 Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS / CY) per the construction drawings and City of Midland standards and specifications, including all plugging (wastewater) or capping (water) of the pipe to be abandoned, and appurtenances. 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 to a depth of 5' per the construction drawings and City of Midland standards and specifications, including the removal and disposal of 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 and City of Midland standards and specifications, including the removal and disposal of all drop structures, other structures, and appurtenances. Measurement and payment to be made 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, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

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 are addressed in a separate pay note. Measurement and payment to be made 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 made per each valve and vault installed. Includes valves associated with tapping sleeves. Stand alone valve replacements are addressed in a separate pay note.

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 made per each valve and box installed. Includes valves associated with tapping sleeves. Stand alone valve replacements are addressed in a separate pay note.

W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of an Air Relief Valve & Vault (Water Force Main) per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, joint restraint, thrust blocking, backfill, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault installed.

W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly to a depth of 5' per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.

W7 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 made 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'.

W8 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, bolds, 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.

W9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling / adaptor installed.

W10 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 made per each tapping saddle installed.

W11 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, embedment, backfill, polyethylene service line or other pipe, brass goods from the corporation stop to the brass angle valve (inclusive), meter box, and all appurtenances. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each water service connection installed.

W12 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, including all excavation, embedment, backfill, polyethylene service line or other pipe, brass goods between the tapping saddle and flushing station, and all appurtenances. The flushing station will be provided by the City of Midland. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each flushing station installed.

W13 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, including all excavation, embedment, backfill, polyethylene service line or other pipe, brass goods between the tapping saddle and sampling station, and all appurtenances. The sampling station will be provided by the City of Midland. Measurement to be per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances, and payment to be made per each sampling station installed.

W14 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral 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.

W15 Includes the necessary equipment, labor, materials, and incidentals to set a new Water Meter and Meter Box for an existing water service lateral, 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 meter box set.

W16 Includes the necessary equipment, labor, materials, and incidentals to Replace Water Meter in Existing 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.

W17 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Gate Valve & Vault Replacement / Installation Add-On per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, vault, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and vault replaced or installed that is stand-alone and not connected to a larger water improvement project. Includes valves associated with tapping sleeves.

W18 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Gate Valve & Box Replacement / Installation Add-On per the construction drawings and City of Midland standards and specifications, including all saw-cutting, pavement removal, unclassified excavation, removal of fittings, removal of structures, embedment, box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box replaced or installed that is stand-alone and not connected to a larger water improvement project. Includes valves associated with tapping sleeves.

W19 Includes the additional necessary equipment, labor, materials, and incidentals for a Stand-Alone Water Service Connection Add-On per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, brass goods from the corporation stop to the brass angle valve (inclusive), meter box, and all appurtenances. Measurement and payment to be per each water service connection made that is stand-alone and not connected to a larger water improvement project.

W20 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all saw cutting, pavement removal, curb removal, sidewalk or ramp removal, unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe and other infrastructure, structures, and appurtenances. 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 made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.

WW1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Wastewater Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

WW2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW3 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole & Watertight Cover to a depth of 5' per the construction drawings and City of Midland standards and specifications, to the depth shown on the construction drawings and including all embedment, base, necessary testing, concrete collars, and appurtenances. Measurement and payment to be made per each manhole installed.

WW4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Fiberglass Manhole Additional Bury Depth (> 5' pipe invert bury depth) per the construction drawings and City of Midland standards and specifications, including all embedment and appurtenances. Measurement and payment to be made per vertical foot measured from the lowest flowlline invert at the manhole to 5' below the rim elevation.

WW5 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 coring, grouting, sealing, repairs, and appurtenances. Measurement and payment to be made per each connection made.

WW6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Manhole Drop Structure (External) per the construction drawings and City of Midland standards and specifications, including all 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 in a separate pay note. Measurement and payment of drop structures to be made per each drop structure installed.

WW7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Manhole Drop Structure Additional Bury Depth (> 5' Deep, External) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment of drop structures to be made per each vertical foot installed below a depth of 5' below the manhole rim elevation.

WW8 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Manhole Drop Structure (Internal) per the construction drawings and City of Midland standards and specifications, including all 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 in a separate pay note. Measurement and payment of drop structures to be made per each drop structure installed.

WW9 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Manhole Drop Structure Additional Bury Depth (> 5' Deep, Internal) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment of drop structures to be made per each vertical foot installed below a depth of 5' below the manhole rim elevation.

WW10 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 excavation, embedment, backfill, pipe, coring, repairs, and appurtenances. Measurement to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances, and payment to be made per each wastewater service connection installed.

WW11 Includes the additional necessary equipment, labor, materials, and incidentals for the installation for a Stand-Alone Wastewater Service Connection Add-On to a wastewater main or manhole per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, pipe, coring, repairs, and appurtenances. Measurement to be made per each wastewater service connection made that is stand-alone and not connected to a larger wastewater improvement project.

WW12 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Wastewater Main per the construction drawings and City of Midland standards and specifications, including all pavement saw-cutting, pavement removal, curb removal, sidewalk or ramp removal, unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe and other infrastructure, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Concrete Pavement Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber or rebar reinforcement, sealing, finishing, and appurtenances. Curb repair is included with this bid item and pay note. 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, and must all be sealed with TxDOT DMS-6310 SL-2 sealant. Curb joint spacing is to match adjacent concrete pavement joints or be no more than 10'. Curb joints are to be expansion joints between new and existing curb, saw-cut joints everywhere else, and do not have to be sealed. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for Concrete Sidewalk Repair per the construction drawings and City of Midland standards and specifications, including all forming, placement, jointing, fiber reinforcement, finishing, and appurtenances. Concrete pedestrian access ramp repairs are included with this bid item and pay note. Measurement and payment to be made per square yard.

P3 Includes the necessary equipment, labor, materials, and incidentals for Asphalt Pavement Repair per the construction drawings and City of Midland standards and specifications, including all pavement, compaction, prime coat, tack coat, and appurtenances. Asphalt may be Type "D" HMAC Asphalt with PG 70-22, or either Type "B" or "C" HMAC Asphalt with PG 64-22. All asphalt is assumed to be 110 LBS / SY at 1" thick. Prime and tack coats are to be Bituminois Prime Coat (MC-30, 0.20 GAL / SY), and Tack Coat (MC-30, 0.10 GAL / SY). Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for Base Rock Pavement Repair including the installation of base rock backfill (City base) per the construction drawings and City of Midland standards and specifications including all pavement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for installation of Flowable Fill / 2-Sack Backfill (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 made per square yard measured along the ground surface.

# BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO RCB0021054

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 06.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 6th day of September, 2023.

Principal

By Greg Boler

Address 4611 Sinclair Ave.

Midland, TX 79707

Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D

Midland, TX 79705

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Form Revised August 2023

# 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 16th day of November, 2022.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

**RLI Insurance Company**
**Contractors Bonding and Insurance Company**

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 16th day of November, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

**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 11th day of September, 2023

**RLI Insurance Company**
**Contractors Bonding and Insurance Company**

By: _____
Jeffrey D. Fick — Corporate Secretary



4259160020212

A0058D19

# CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 27th day of September, 20 23, 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 06 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, 2024, 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: $2,000,000 Dollars and 00 Center.

The initial term of the contract shall expire on September 30, 2024. 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 no to exceed $2,000,000.00 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 AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The

requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised September 2023

# PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of ___Utility Extension Program 06_____ , 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 Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Utility Extension Program 06, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2023

# CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Utility Extension Program 06

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised August 2023

# MEMO

**TO:** All Project Bidders
**FR:** Joshua C. Ferguson, P.E. / City of Midland
**DA:** August 14, 2023
**RE:** Utility Extension Program 06 – 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. Thank you.**

Dept of Engineering Services, Engineering Services Division, has put together an Anticipated Equipment List for the City of Midland Utility Extension Program 06. 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
  - Steel Plates
  - Traffic Control Devices
  - Ladders
  - Personnel Safety Gear

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

— JCF


City of Midland ▪ Engineering Services
300 N. Loraine Street ▪ Suite 510 ▪ Midland, TX 79701 ▪ T 432.685.7286 ♦ F 432.685.1786

# Sample
# Work Orders
# And
# Calculations

# 2023-2026 Term - Water Main Extension - UEP06 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 Serive Connection (Long > 20') | | | | |
| (  )" Water Serive Connection (Short ≤ 20') | | | | |
| Trenching Depth (  Deep) | | | | |
| Trenching Depth (  Deep) | | | | |
| Conctete 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

Sketch/Measurements

Calculations

# 2023-2026 Term - Water Main Extension - UEP06 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 Serive Connection (Long > 20') | | | | |
| (  )" Water Serive Connection (Short ≤ 20') | | | | |
| Trenching Depth (  Deep) | | | | |
| Trenching Depth (  Deep) | | | | |
| Conctete 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

Sketch/Measurements

Calculations

# 2022-2025 Term - Water Main Extension - UEP05 Work Order

Address: New Jersey Avenue

Start Date: 10/01/2022

Completion Date: 10/30/2022

GIS Sketch Complete: 10/30/2022

Description of work: 6" Water Main replacement along New Jersey Avenue from Colorado Street to Main Street.

--- EXAMPLE ONLY ---

## 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 | | | | |
| ( 8" )" AWWA C-900 DR 18 PVC | 83.5 | | | |
| ( 6" )" AWWA C-900 DR 18 PVC | 1,120.0 | | | |
| (  )" Pipe Casing (  ) | | | | |
| (  )" Tapping Sleeve | | | | |
| (  )" Tapping Sleeve | | | | |
| (  )" Gate Valve & Vault (MJxMJ/FL) | | | | |
| ( 8" )" Gate Valve & Box (MJxMJ/FL) | 2 | | | |
| ( 6" )" Gate Valve & Box (MJxMJ/FL) | 8 | | | |
| Fire Hydrant (≤ 5' Bury Depth) | 2 | | | |
| Fire Hydrant Riser (> 5' Water Main Bury Depth) | | | | |
| Ductile Iron Fittings | 998 | | | |
| Dresser Coupling | 1 | | | |
| ( 6" x 1" )" Tapping Saddle | 1 | | | |
| (  x  )" Tapping Saddle | | | | |
| (  )" Water Serive Connection (Long > 20') | | | | |
| ( 1" )" Water Serive Connection (Short ≤ 20') | 1 | | | |
| Trenching Depth ( 0' - 5' Deep) | 1,203.5 | | | |
| Trenching Depth (  Deep) | | | | |
| Conctete Utility Cut Repair | | | | |
| Asphalt Utility Cut Repair | 535 | | | |
| Base Rock Utility Cut Repair | | | | |
| Flowable Fill / 2-Sack Backfill | 535 | | | |
| Erosion/Sediment Control | 5 | | | |
| Job Site Safety | 5 | | | |
| (Local Street ) Traffic Control | 5 | | | |
| (  ) Traffic Control | | | | |
| Removal & Disposal of Existing Utility Mains | 126.5 | | | |
| Flowable Fill For Ex. Pipe Abandoned In Place | 21 | | | |
| **TOTAL =** | ------ | ------ | | |

(Attach concrete/asphalt tickets)

Contractor Name (Print): Example Construction Company

Quantities verified (City): ## (initial) 10/30/2022 (date)  Quantities Agreed (Contractor): ## (initial) 10/30/2022 (date)

Sketch/Measurements

Calculations

Total 8" Pipe = 27.46' + 55.81' = 83.27' ~ (round up) ~ 83.5'

Total 6" Pipe = 8.14' + 23.47' + 13.00' + 198.46' + 51.38' + 13.24' + 211.49' + 17.50' + 167.64' + 5.76' + 46.28' + 11.31' + 204.40' + 17.27' + 18.38' + 6.72' + 43.62' + 7.98' + 12.50' + 41.10' = 1,119.64'
~ (round up) ~ 1,120.0'

Total Pipe Removed = 27.46' + 55.81' + 13.00' + 17.50' + 12.50' = 126.27' ~ (round up) ~ 126.5'

Flowable Fill = 443.00' (6" pipe) + 623.00' (4" pipe) = (π * (6" / 12) ^ 2 * 443') / 27 + (π * (4" / 12) ^ 2 * 623') / 27
= 20.94-cy ~ (round up) ~ 21.0-cy

Trench Repair = 83.5' + 1,120.0' = 1,203.50' length >> Width = 4.0' per detail >> 1,203.5' * 4.0' / 9 = 534.9-sf
~ (round up) ~ 535.0-sf

Fittings = 12 * (6", 45° bend) + 1 * (8" x 6" cross) + 1 * (6" x 6" cross) + 1 * (8" x 6" tee) + (4 * 6" x 6" tee)
= 12 * (39-lbs) + 1 * (98-lbs) + 1 * (79-lbs) + 1 * (81-lbs) + 4 * (68-lbs) = 998.0-lbs

# UPE05 - New Jersey Avenue Water Main Improvements
**September 13, 2022**

KEYED NOTES:

01 Project Area

02 443.00' - Abandon Ex. 6" Water Main In Place.

03 623.00' - Abandon Ex. 4" Water Main In Place.

04 Abandon Per Keyed Note 02 Only If Existing Pipe Is Not PVC Pipe.

05 STA: 0+00.00
Connect To Ex. 6" Water Main
1 - 6", 45° Bend (MJxMJ)
8.14' - 6" Water Main, E (C-900, PVC)
1 - 6", 45° Bend, E (MJxMJ)

06 STA: 0+31.61
Remove:
1 - Ex. 8"x6" Cross
1 - Ex. 8" Gate Valve & Box
2 - Ex. 6" Gate Valve & Box
27.46' - Ex. 8" Water Main, N
55.81' - Ex. 8" Water Main, S
1 - Ex. 8" Gate Valve & Box, S

Install:
1 - 8"x6" Cross (MJxMJ)
1 - 8" Gate Valve & Box, N (MJxMJ)
1 - 6" Gate Valve & Box, E (MJxMJ)
1 - 8" Gate Valve & Box, S (MJxMJ)
23.47' - 6" Water Main, W (C-900, PVC)
27.46' - 8" Water Main, N (C-900, PVC)
55.81' - 8" Water Main, S (C-900, PVC)
1 - 8" Dresser Coupling, S (MJxMJ)
Connect to Ex. 8" Water Main, S

07 STA: 0+31.61 (Offset 27.46' N)
Remove:
1 - Ex. Fire Hydrant Assembly
1 - Ex. 8"x6" Tee
1 - Ex. Gate Valve & Box
13.00' - Ex. 6" Fire Lateral

Install:
1 - Fire Hydrant Assembly
1 - 8"x6" Tee (MJxFL)
1 - 6" Gate Valve & Box (MJxFL)
13.00' - 6" Fire Lateral (C-900, PVC)
Connect to Ex. 8" Water Main, N

08 198.46' - 6" Water Main (C-900, PVC)

09 STA: 2+30.07
1 - 6"x6" Tee (MJxFL)
1 - 6" Gate Valve & Box, S (MJxFL)
51.38' - 6" Water Main, S (C-900, PVC)
1 - 6", 45° Bend, S (MJxMJ)
13.24' - 6" Water Main, SE (C-900, PVC)
1 - 6", 45° Bend, S (MJxMJ)

10 211.49' - 6" Water Main (C-900, PVC)

11 STA: 4+41.56
Remove:
17.50' - 6" Ex. Water Main

Install:
1 - 6"x6" Tee (MJxFL)
1 - 6" Gate Valve & Box (MJxFL)
17.50' - 6" Water Lateral (C-900, PVC)

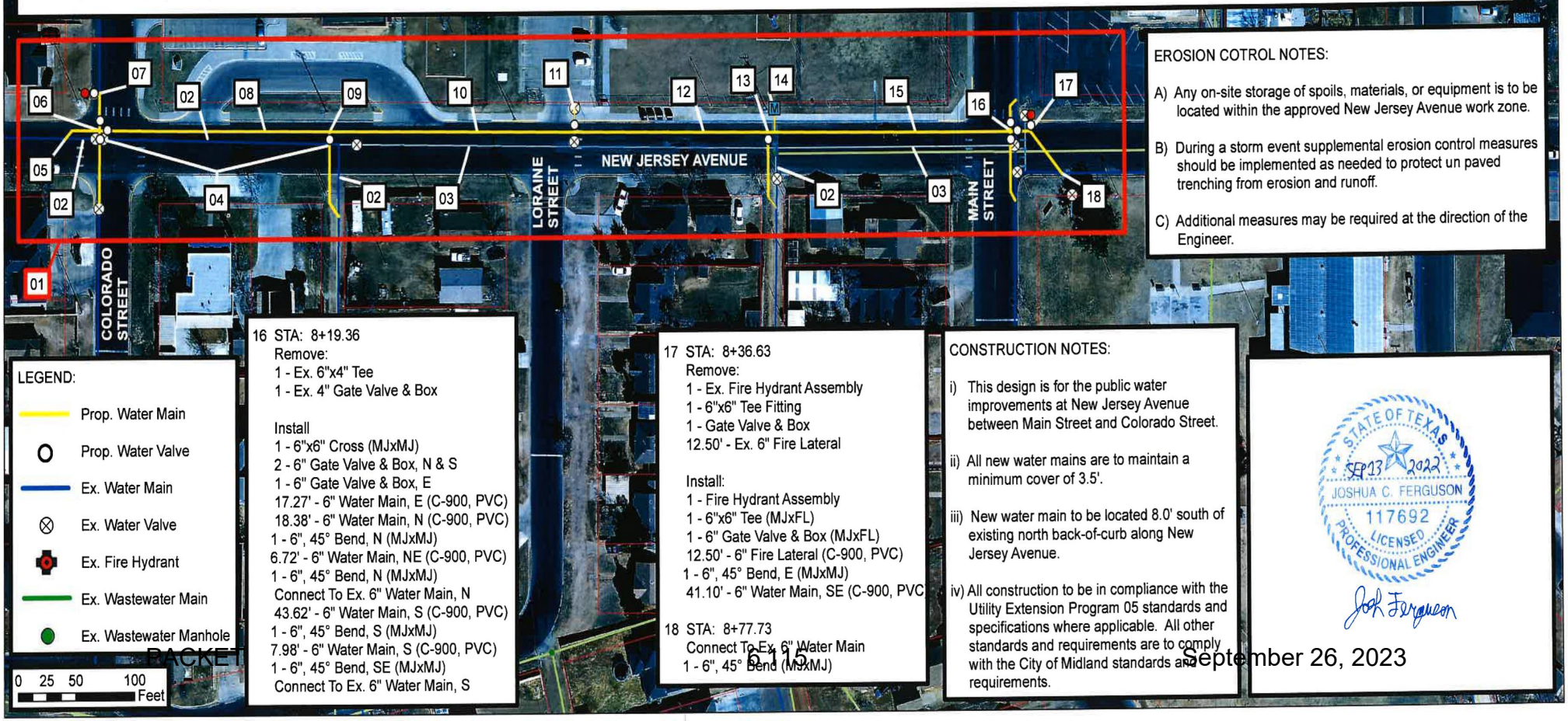
12 167.64' - 6" Water Main (C-900, PVC)

13 STA: 6+09.20
1 - 6"x6" Tee (MJxFL)
1 - 6" Gate Valve & Box (MJxFL)
5.76' - 6" Water Main, E (C-900, PVC)
46.28' - 6" Water Main, S (C-900, PVC)
1 - 6", 45° Bend, S (MJxMJ)
11.31' - 6" Water Main, SE (C-900, PVC)
1 - 6", 45° Bend, S (MJxMJ)

14 STA: 6+14.96
Remove:
17.00' - Ex. 2" Irrigation Lateral

Install:
17.00' - 2" Water Service Lateral
1 - 2" Water Meter

15. 204.40' - 6" Water Main (C-900, PVC)




EROSION COTROL NOTES:

A) Any on-site storage of spoils, materials, or equipment is to be located within the approved New Jersey Avenue work zone.

B) During a storm event supplemental erosion control measures should 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.

LEGEND:

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

0 25 50 100 Feet

16 STA: 8+19.36
Remove:
1 - Ex. 6"x4" Tee
1 - Ex. 4" Gate Valve & Box

Install
1 - 6"x6" Cross (MJxMJ)
2 - 6" Gate Valve & Box, N & S
1 - 6" Gate Valve & Box, E
17.27' - 6" Water Main, E (C-900, PVC)
18.38' - 6" Water Main, N (C-900, PVC)
1 - 6", 45° Bend, N (MJxMJ)
6.72' - 6" Water Main, NE (C-900, PVC)
1 - 6", 45° Bend, N (MJxMJ)
Connect To Ex. 6" Water Main, N
43.62' - 6" Water Main, S (C-900, PVC)
1 - 6", 45° Bend, S (MJxMJ)
7.98' - 6" Water Main, S (C-900, PVC)
1 - 6", 45° Bend, SE (MJxMJ)
Connect To Ex. 6" Water Main, S

17 STA: 8+36.63
Remove:
1 - Ex. Fire Hydrant Assembly
1 - 6"x6" Tee Fitting
1 - Gate Valve & Box
12.50' - Ex. 6" Fire Lateral

Install:
1 - Fire Hydrant Assembly
1 - 6"x6" Tee (MJxFL)
1 - 6" Gate Valve & Box (MJxFL)
12.50' - 6" Fire Lateral (C-900, PVC)
1 - 6", 45° Bend, E (MJxMJ)
41.10' - 6" Water Main, SE (C-900, PVC

18 STA: 8+77.73
Connect To Ex. 6" Water Main
1 - 6", 45° Bend (MJxMJ)

CONSTRUCTION NOTES:

i) This design is for the public water improvements at New Jersey Avenue between Main Street and Colorado Street.

ii) All new water mains are to maintain a minimum cover of 3.5'.

iii) New water main to be located 8.0' south of existing north back-of-curb along New Jersey Avenue.

iv) All construction to be in compliance with the Utility Extension Program 05 standards and specifications where applicable. All other standards and requirements are to comply with the City of Midland standards and requirements.

STATE OF TEXAS
SEP 13 2022
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

# 2023-2026 Term - Fire Main Extension - UEP06 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 (≤ 5' Bury Depth) | | | | |
| Fire Hydrant Riser (> 5' Water Main Bury Depth) | | | | |
| Ductile Iron Fittings | | | | |
| Anchor Coupling / Foster Adapter | | | | |
| Trenching Depth (  Deep) | | | | |
| Trenching Depth (  Deep) | | | | |
| Conctete 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 | | | | |
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| **TOTAL =** | ------ | ------ | | |

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

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

initial date initial date

Sketch/Measurements

# 2023-2026 Term - Wastewater Main Extension - UEP06 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 Serive Connection (Short ≤ 20') | | | | |
| Trenching Depth (  Deep) | | | | |
| Trenching Depth (  Deep) | | | | |
| Conctete 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 | | | | |
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| **TOTAL =** | ------ | ------ | | |

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

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

initial date initial date

Sketch/Measurements

Calculations

# 2023-2026 Term - Wastewater Main Extension - UEP06 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 Serive Connection (Short ≤ 20') | | | | |
| Trenching Depth (  Deep) | | | | |
| Trenching Depth (  Deep) | | | | |
| Conctete 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 | | | | |
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| | | | | |
| **TOTAL =** | ------ | ------ | | |

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

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

initial date initial date

Sketch/Measurements

Calculations

# 2022-2025 Term - Wastewater Main Extension - UEP05 Work Order

Address: RMN Park

Start Date: 10/01/2022

Completion Date: 10/30/2022

GIS Sketch Complete: 10/30/2022

Description of work: 6" Wastewater Main extensi on along priv ate park road ending southwest of Cuthbert Avenue and San A ndre s Driv e inte rsection.

--- EXAMPLE ONLY ---

## 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 | | | | |
| ( 6" )" SDR 35 ASTM D3034, PS46,PVC | 632 | | | |
| (  )" SDR 35 ASTM D3034, PS46,PVC | | | | |
| (  )" Pipe Casing (  ) | | | | |
| (48")" Fiberglass Manhole (0' - 5' Deep) | 2 | | | |
| (48")" Manhole Additional Bury Depth (5'-16' deep) | 2.5 | | | |
| (  )" Manhole Additional Bury Depth (>16' deep) | | | | |
| Connect to Existing Manhole | 1 | | | |
| Manhole Drop Structure (  ) | | | | |
| (  )" Wastewater Service Connection (Long > 20') | | | | |
| (  )" Wastewater Serive Connection (Short ≤ 20') | | | | |
| Trenching Depth ( 0' - 5' Deep) | 245 | | | |
| Trenching Depth ( 5' - 8' Deep) | 387 | | | |
| Conctete Utility Cut Repair | | | | |
| Asphalt Utility Cut Repair | 19.5 | | | |
| Base Rock Utility Cut Repair | 376.5 | | | |
| Flowable Fill / 2-Sack Backfill | 19.5 | | | |
| Erosion/Sediment Control | 2 | | | |
| Job Site Safety | 2 | | | |
| ( Local Street ) Traffic Control | 2 | | | |
| (  ) Traffic Control | | | | |
| | | | | |
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| **TOTAL =** | ------ | ------ | | |

(Attach concrete/asphalt tickets)

Contractor Name (Print): Example Construction Company

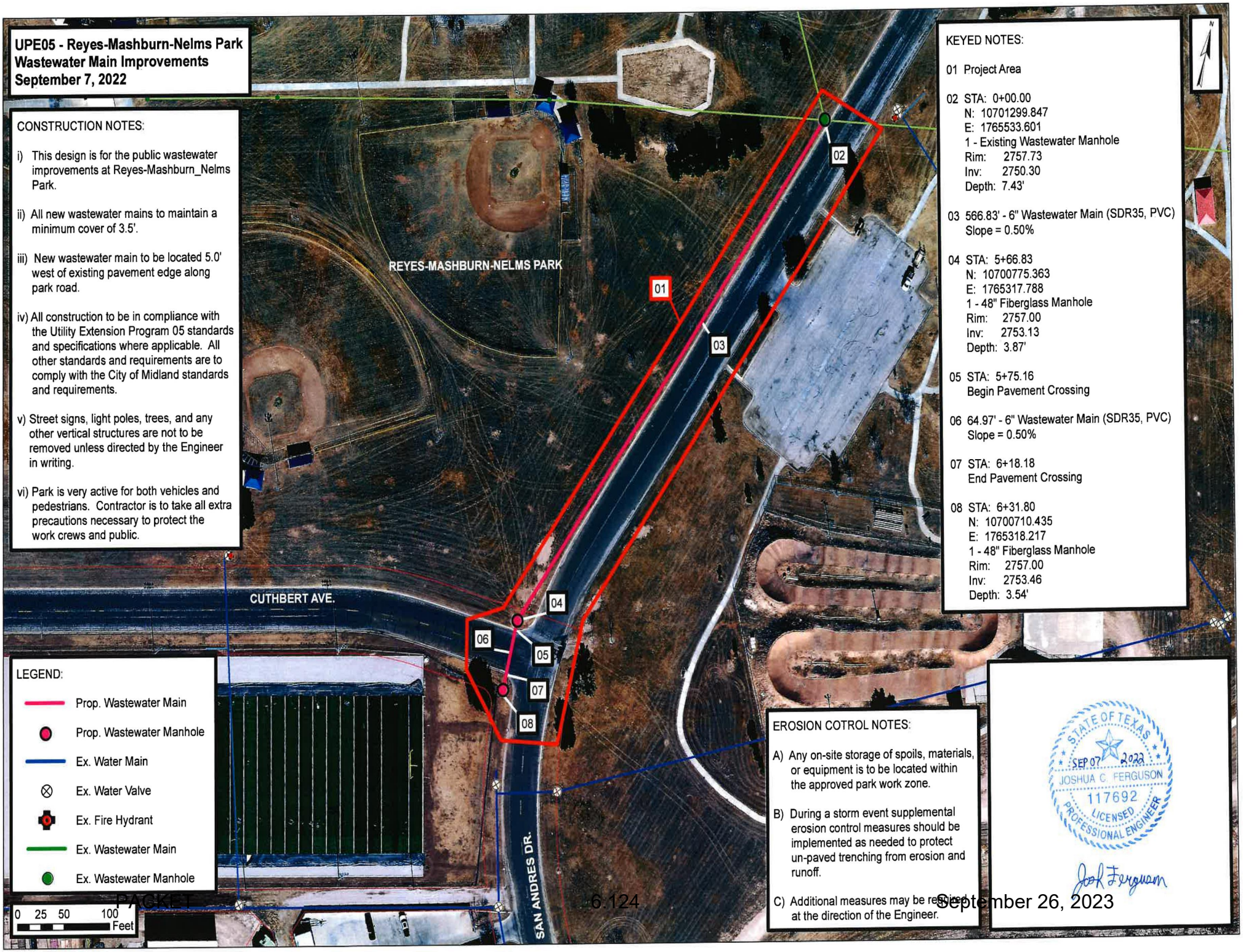
Quantities verified (City): ## 10/30/2022 (initial / date)

Quantities Agreed (Contractor): ## 10/30/2022 (initial / date)

Sketch/Measurements

Calculations

Total 6" Pipe = 631.8' ~ (round up) ~ 632'
Total Manholes = 2
Total Manhole Depth > 5' = 7.43' - 5.00' = 2.43' ~ (round up) ~ 2.5'
Total Trenching (0' - 5' deep) = 631.80' - 386.91' = 244.89' ~ (round up) ~ 245.0'
Total Trenching (5' - 8' deep) = ((7.43' - 5.00') / (7.43' - 3.87')) * 566.83' = 386.91' ~ (round up) ~ 387.0'
Asphalt Trench Repair = ((618.18 - 575.16) * 4.0' {per detail}) / 9 = 19.12-sy ~ (round up) ~ 19.5-sy
Base Trench Repair = (245.0' * 4.0' {per detail} + (387.0' - (618.18' - 575.16')) * 7.0' {per detail}) / 9 = 376.43-sy ~ (round up) ~ 376.5-sy


UPE05 - Reyes-Mashburn-Nelms Park
Wastewater Main Improvements
September 7, 2022
CONSTRUCTION NOTES:
i) This design is for the public wastewater improvements at Reyes-Mashburn_Nelms Park.
ii) All new wastewater mains to maintain a minimum cover of 3.5'.
iii) New wastewater main to be located 5.0' west of existing pavement edge along park road.
iv) All construction to be in compliance with the Utility Extension Program 05 standards and specifications where applicable. All other standards and requirements are to comply with the City of Midland standards and requirements.
v) Street signs, light poles, trees, and any other vertical structures are not to be removed unless directed by the Engineer in writing.
vi) Park is very active for both vehicles and pedestrians. Contractor is to take all extra precautions necessary to protect the work crews and public.
REYES-MASHBURN-NELMS PARK
CUTHBERT AVE.
SAN ANDRES DR.
01
02
03
04
05
06
07
08
KEYED NOTES:
01 Project Area
02 STA: 0+00.00
N: 10701299.847
E: 1765533.601
1 - Existing Wastewater Manhole
Rim: 2757.73
Inv: 2750.30
Depth: 7.43'
03 566.83' - 6" Wastewater Main (SDR35, PVC)
Slope = 0.50%
04 STA: 5+66.83
N: 10700775.363
E: 1765317.788
1 - 48" Fiberglass Manhole
Rim: 2757.00
Inv: 2753.13
Depth: 3.87'
05 STA: 5+75.16
Begin Pavement Crossing
06 64.97' - 6" Wastewater Main (SDR35, PVC)
Slope = 0.50%
07 STA: 6+18.18
End Pavement Crossing
08 STA: 6+31.80
N: 10700710.435
E: 1765318.217
1 - 48" Fiberglass Manhole
Rim: 2757.00
Inv: 2753.46
Depth: 3.54'
LEGEND:
Prop. Wastewater Main
Prop. Wastewater Manhole
Ex. Water Main
Ex. Water Valve
Ex. Fire Hydrant
Ex. Wastewater Main
Ex. Wastewater Manhole
0 25 50 100
Feet
EROSION COTROL NOTES:
A) Any on-site storage of spoils, materials, or equipment is to be located within the approved park work zone.
B) During a storm event supplemental erosion control measures should 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.
STATE OF TEXAS
SEP 07 2022
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

# 2023-2026 Term - Utility Main Extension - UEP06 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 |
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| **TOTAL =** | ------ | ------ | | |

(Attach concrete/asphalt tickets)

Contractor Name (Print): _____

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

initial date initial date

Sketch/Measurements

Calculations

# 2023-2026 Term - Utility Main Extension - UEP06 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 |
|---|---|---|---|---|
| | | | | |
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Sketch/Measurements

Calculations

# City of Midland Specifications

# 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.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE.....1
1. GENERAL .....2
2. CONSTRUCTION METHODS.....2

# 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.

08/07

**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 l:l.

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 (l) cubic yard of caliche base material or one (l) 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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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.

## *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 recompacted 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.

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.

8/07

# 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 overlayed.

# 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-l0 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 l3l, 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 course 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 l-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 l-3/4" sieve | 95 to 100 |
| Passing l-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. l0 sieve | 5 to 21 |
| Total retained on No. l0 sieve | 68 to 84 |
| Passing No. l0 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 l" sieve | 100 |
| Passing 78" 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. l0 sieve | 5 to 26 |
| Total retained on No. l0 sieve | 58 to 74 |
| Passing No. l0 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. l0 sieve | 11 to 37 |
| Total retained on No. l0 sieve | 54 to 74 |
| Passing No. l0 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 l/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. l0 sieve | 54 to 74 |
| Total retained on No. l0 sieve | 54 to 74 |
| Passing No. l0 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. l0 sieve | 58 to 73 |
| Passing No. l0 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:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 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 l0 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 bythe 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 (l/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 l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 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-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) 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 l8' 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 l0' 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 l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 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 an 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 l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 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 l/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 l0" 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 recompacting 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 l0 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 l0,000 S.Y. If a days laying exceeds l0,000 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 l0,000 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 l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/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 l".

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 l/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: QFl x QF2 x QF3 x ....x QFn x 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 l,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 l5 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 l/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 l/8 inch plus l/l6 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 l 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 l/8" for any one specimen with no more than 25% of the specimens showing a deficiency. | l.0 |
| Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch. | 0.75 |
| Average specimen deficiency of l/8 inch to l/4 inch | .55 |
| Average deficiency of more than l/4 inch | 0.0 |

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 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 l/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: QFl x QF2 x QF3 x....x QFn x 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 (l0) 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 (l/2) of l%.

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.

# 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 MSF 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 t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid 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-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 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-l50, based on l50 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-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 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 l50 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 El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 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 l25 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 l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" 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 l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 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 l8-8 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-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 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 l50 B.

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

l4" up. . . . . l50 psi

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

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 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 "l450" 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 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 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 l500 hours at l00`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 l00 cycles when using a CSF l0 Wheel (l000 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-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/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 l-l/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.l 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 (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". 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 l4 "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 of 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 access 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 l2 inches, except that l6 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 my 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-lll.

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-ll5: 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 (l/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.l 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 l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" 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-l/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 l4 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 ll-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 60l.

## l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% 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 (l80 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 over laps 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 eight (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 expeditions 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.

l4.2 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, l989. 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.

## l5. MEASUREMENT AND PAYMENT

### l5.l 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.

### l5.2 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.

## I5.9 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.

## I5.I0 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.II Trench Safety Systems, Sheeting 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 $5^{o}$ to $120^{o}$ F ($-15^{o}$ to $50^{o}$ 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 conformances, 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/ft $^2$) 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 ovalty 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 dept 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 t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid 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 ½” 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 ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” 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 ½” 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 ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” 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 ½" Corrugations Span (in.) | Rise (in.) | Gage | 3" x 1" Nominal Size Span (in.) | Rise (in.) | Gage |
|---|---|---|---|---|---|---|
| 15" | 17 | 13 | 14 | | | |
| 18" | 21 | 15 | 14 | | | |
| 24" | 28 | 20 | 14 | | | |
| 30" | 35 | 24 | 14 | | | |
| 36" | 42 | 29 | 14 | 40 | 31 | 16 |
| 42" | 49 | 33 | 12 | 40 | 36 | 14 |
| 48" | 57 | 38 | 10 | 53 | 41 | 12 |
| 54" | 64 | 43 | 10 | 60 | 46 | 12 |
| 60" | 71 | 47 | 8 | 66 | 51 | 12 |
| 66" | 77 | 52 | 8 | 73 | 55 | 12 |
| 72" | 83 | 57 | 8 | 81 | 59 | 12 |
| 78" | | | | 87 | 63 | 12 |
| 84" | | | | 95 | 67 | 12 |
| 90" | | | | 103 | 71 | 12 |

When 2-2/3" x ½" 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 ½". 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 ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" 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 ½ 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 ½ 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 ½” 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.

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## 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 some 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 form the true grade of the design invert of the pipe shall not exceed ½ 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 necessitation 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) | $0.6 \times 10^6$ | $0.7 \times 10^6$ |
| c. Flexural Strength (psi) | 26,000 | 4,500 |
| d. Flexural Modulus (psi) | $1.4 \times 10^6$ | $0.7 \times 10^6$ |
| 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 ¾" 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 | Vert. | Horiz. | |
| 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 (l/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 of 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 HMAC 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 e 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 risersection 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 castwithout 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 t 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 | 46:54 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 30<br>33<br>36 | 14:10<br>15:35<br>17:00 | 80<br>72<br>66 | 10.683<br>12.926<br>15:384 | 17:48<br>21:33<br>25:39 | 26:43<br>32:19<br>38:28 | 35:37<br>43:56<br>51:17 | 44:31<br>53:52<br>64:06 | 53:25<br>64:38<br>75:55 | 62:19<br>75:24<br>89:44 | 71:13<br>86:10<br>102:34 | 80:07<br>96:57<br>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.

| | DIAMETER | | |
|---|---|---|---|
| Depth Feet | 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. TELEVISING 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 pro vide 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, Sheeting 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, sheeting, 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

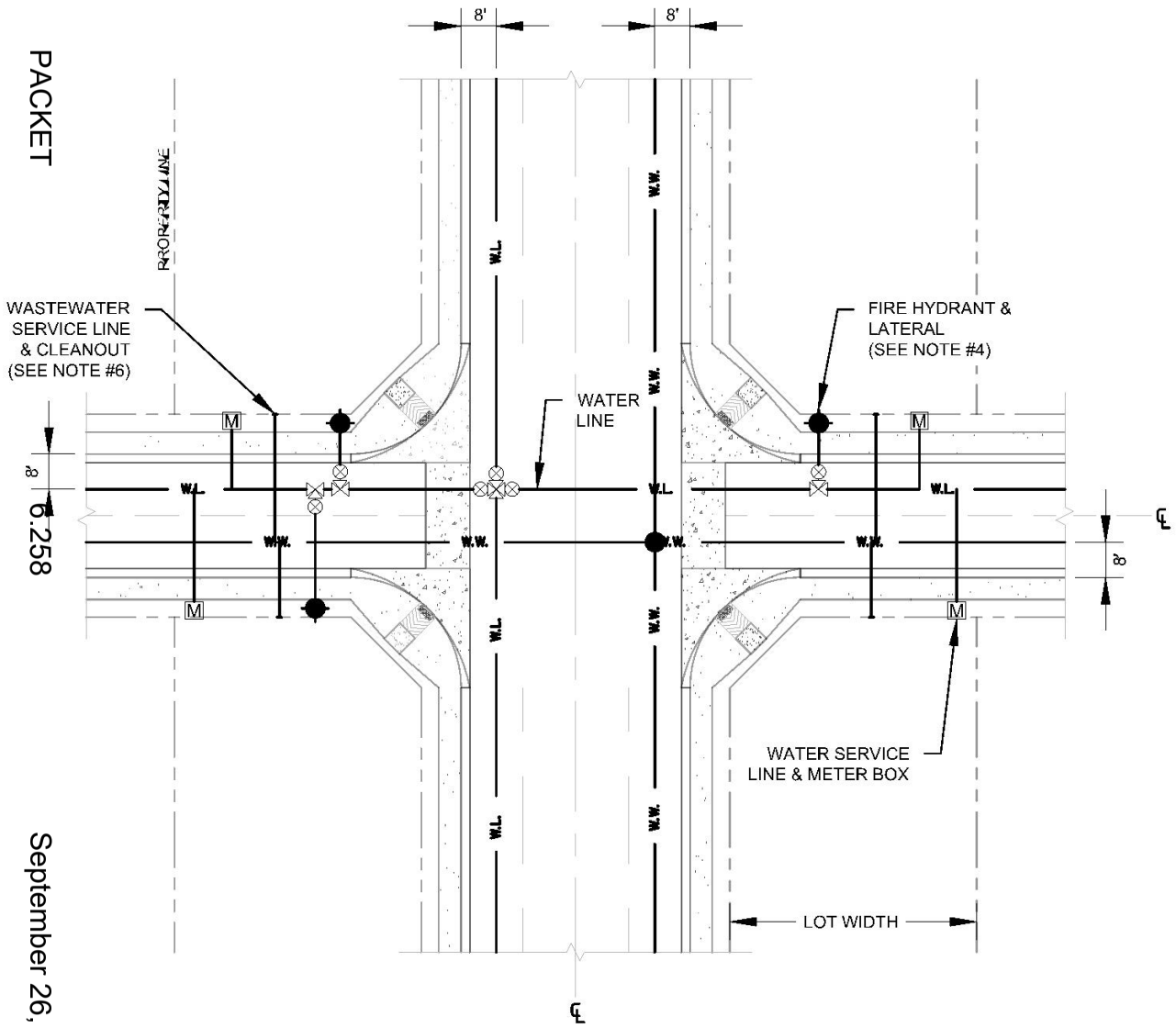
The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

# City of Midland

# Utility Extension Program 06 Details

PACKET




LEGEND

- W.L. — WATER MAIN
- W.W. — WASTE WATER MAIN
- GATE VALVE
- CROSS FITTING
- TEE FITTING
- FIRE HYDRANT
- M — WATER METER
- MANHOLE

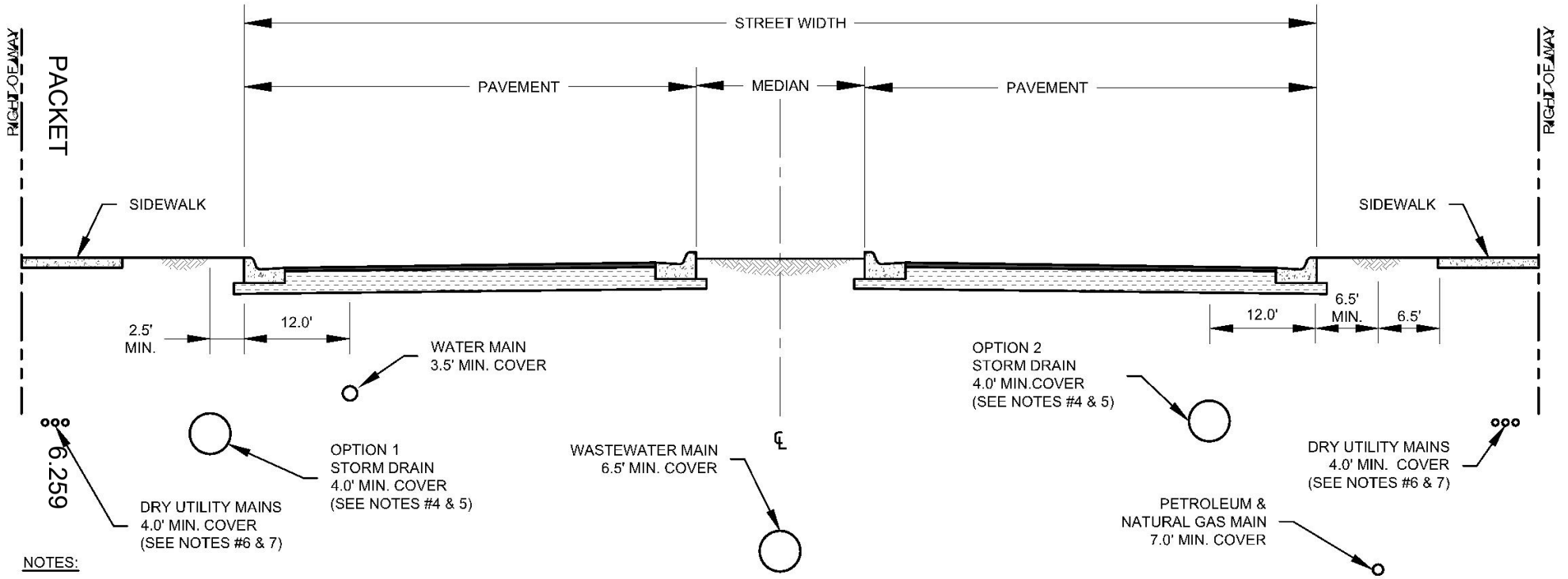
NOTES:

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 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.

September 26, 2023

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | TYPICAL UTILITY LAYOUT | | 301 |

PACKET




6.259

NOTES:

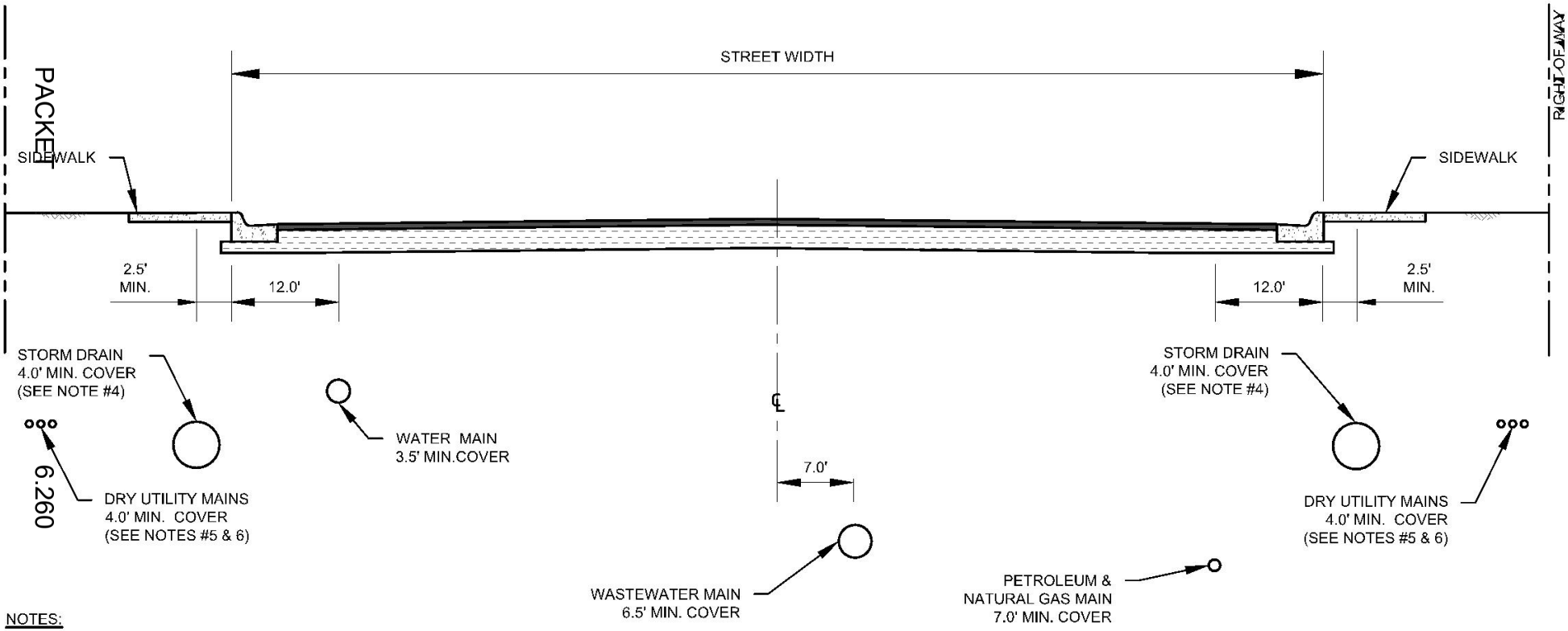
1. IF A SITE INCLUDES ALLEYS, OR IS ADJACENT TO EXISTING ALLEYS, THEN THE WASTEWATER MAIN IS TO BE LOCATED IN THE ALLEY AND NOT THE STREET RIGHT OF WAY.
2. ALL COVERS ARE FROM THE GUTTER FLOWLINE TO THE TOP OF PIPE.
3. ADDITIONAL UTILITY DEPTH MAY BE REQUIRED TO ACCOMMODATE LATERALS.
4. STORM DRAINS MAY BE LOCATED ON EITHER SIDE OR BOTH SIDES OF STREET AS NEEDED.
5. LOCATE STORM DRAIN BENEATH PAVEMENT IF ON SAME SIDE OF STREET AS PETROLEUM & NATURAL GAS MAIN, OTHERWISE LOCATE STORM DRAIN BEHIND BACK-OF-CURB.
6. DRY UTILITY MAINS MUST MAINTAIN 7.0' MINIMUM COVER WHEN CROSSING ULTIMATE STREET WIDTH. DRY UTILITY SERVICE LATERALS MUST MAINTAIN 2.0' MINIMUM COVER IN THE RIGHT OF WAY.
7. ALL DRY UTILITY MAINS AND SERVICE LATERALS MUST BORE TO CROSS EXISTING ARTERIAL PAVEMENT. NO OPEN TRENCHING.
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.

September 26, 2023

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | ARTERIAL STREET UTILITY MAIN SPACING | | 302 |
| APPROVED: MCC | | | |

PACKET 6.260



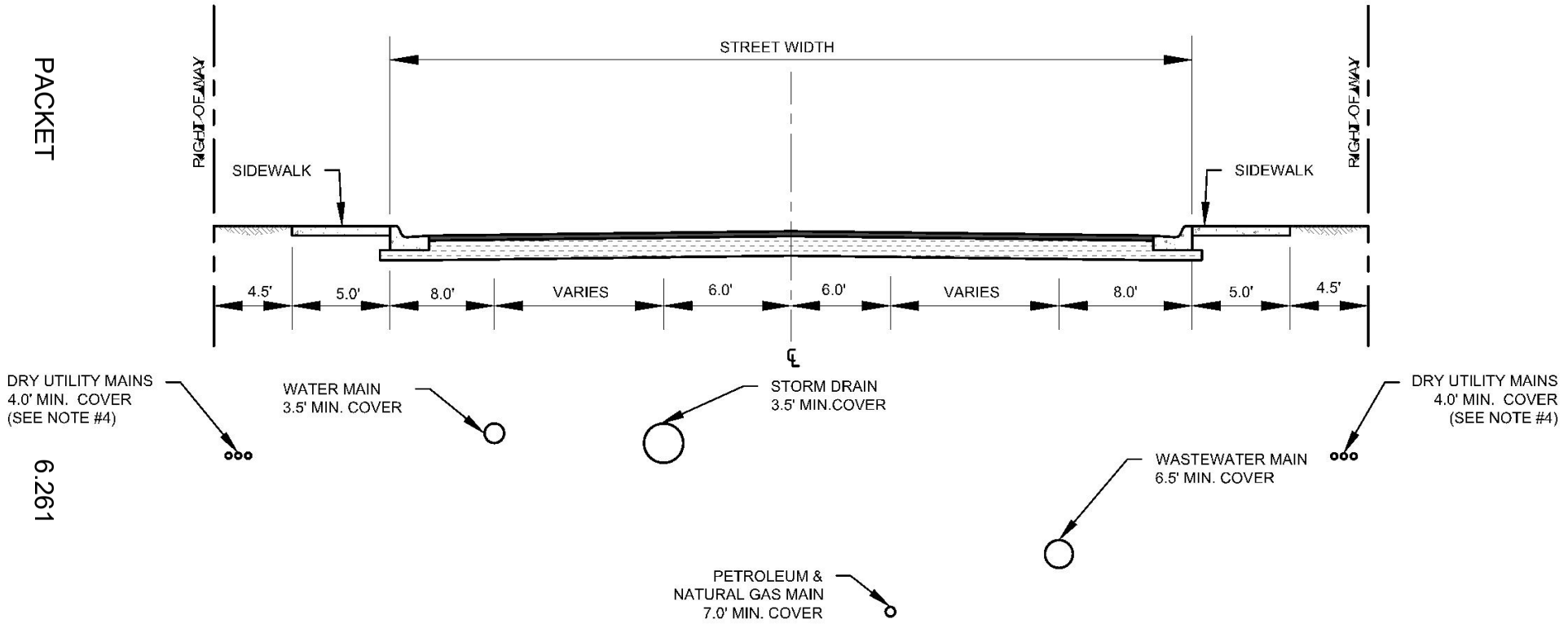

NOTES:

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. STORM DRAINS MAY BE LOCATED ON EITHER SIDE OR BOTH SIDES OF STREET AS NEEDED.
5. 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.
6. ALL DRY UTILITY MAINS AND SERVICE LATERALS MUST BORE TO CROSS EXISTING MAJOR COLLECTOR PAVEMENT. NO OPEN TRENCHING.
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.

September 26, 2023

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | COLLECTOR STREET UTILITY MAIN SPACING | | 303 |
| APPROVED: MCC | | | |




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.

MIDLAND Engineering Services

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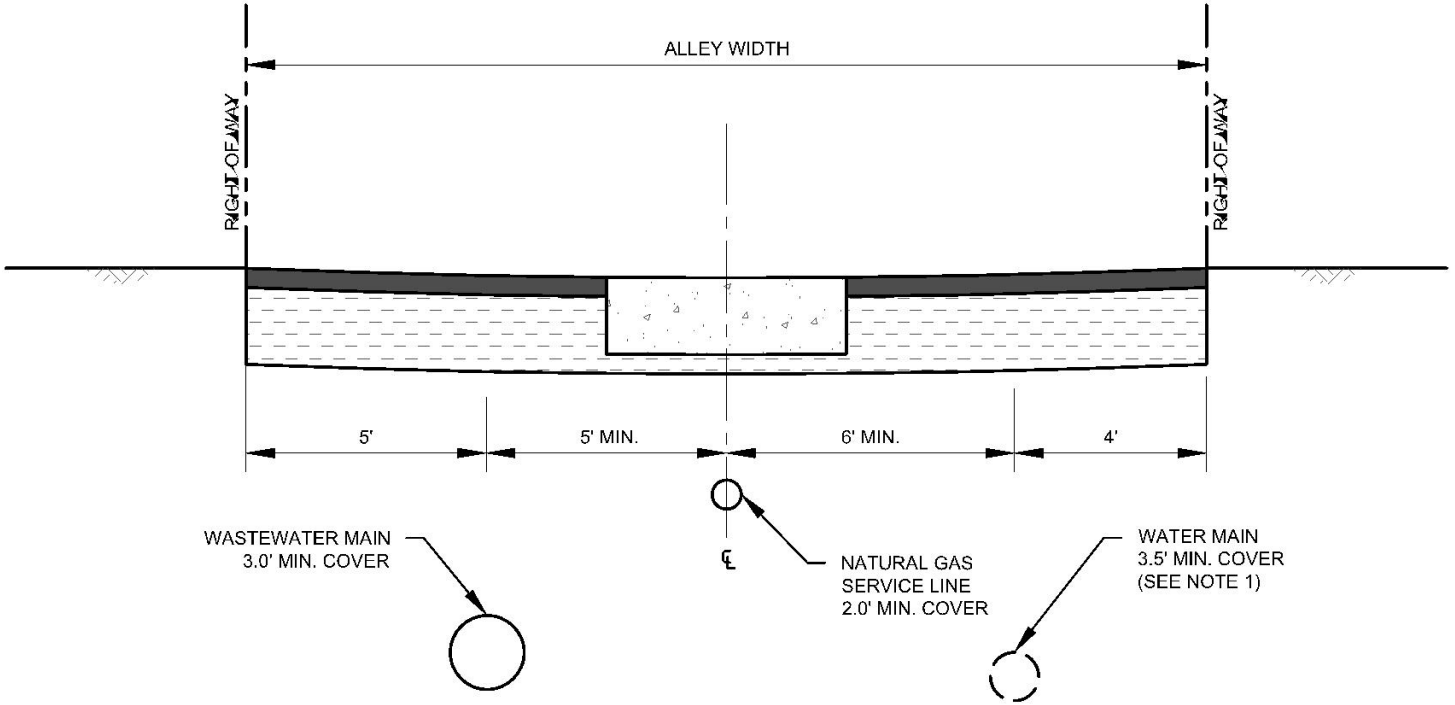
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | LOCAL STREET UTILITY MAIN SPACING | | 304 |
| APPROVED: MCC | | | |




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.

MIDLAND Engineering Services

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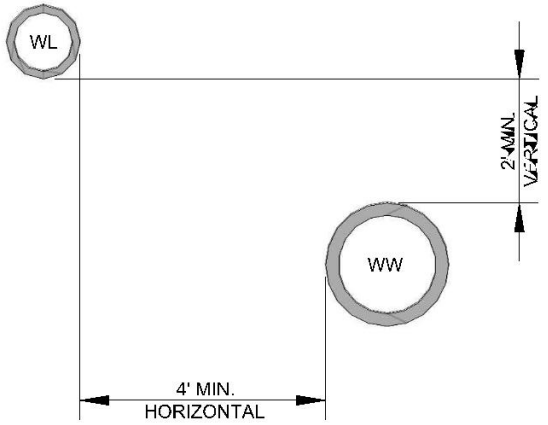
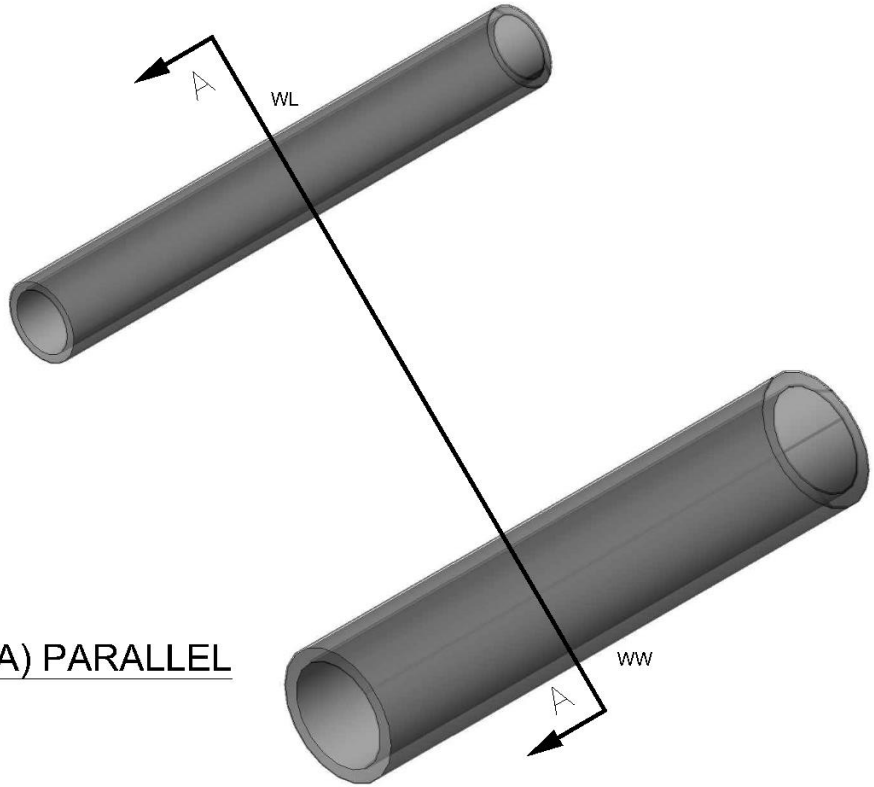
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | STANDARD ALLEY UTILITY MAIN SPACING | | 305 |
| APPROVED: MCC | | | |

PACKET




SECTION 'A-A'




(A) PARALLEL

6.263

NOTES:

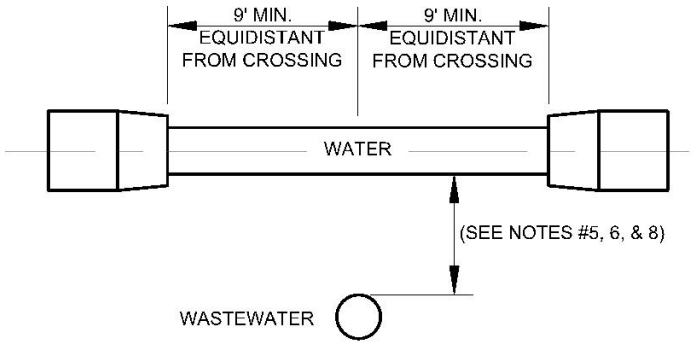
1. SEE CITY DETAIL 807 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS WHEN IN PARALLEL WITH A WATER MAIN. REQUIREMENTS FOR WATER MAINS IN PARALLEL WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE PARALLEL WITH WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 807.
2. IF AN 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.

September 26, 2023

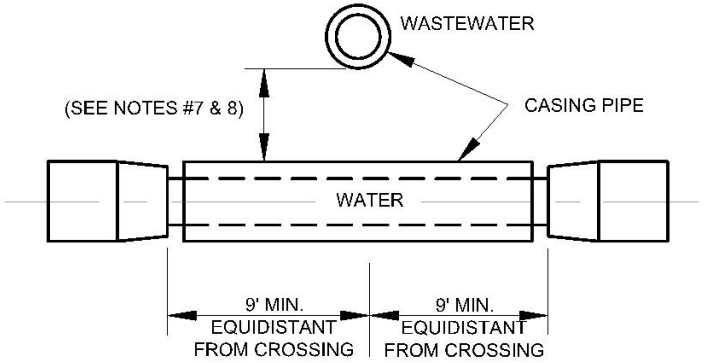
| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 306 |
| | | PARALLEL WATER & WASTEWATER SPACING | | |

PACKET 6.2C4 September 26, 2023

## NEW WATER OVER WASTEWATER




## NEW WATER UNDER WASTEWATER



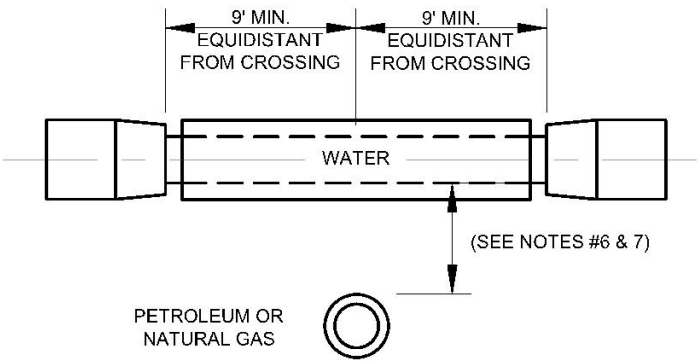

NOTES:

1. SEE CITY DETAIL 309 FOR NEW WASTEWATER MAIN REQUIREMENTS AT WATER MAIN CROSSINGS.
2. 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.
3. 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. 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.
5. 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.
6. VERTICAL SEPARATION DIMENSION REQUIREMENTS FOR NEW WATER MAINS CROSSING OVER NEW WASTEWATER MAINS ARE COVERED IN CITY DETAIL 309.
7. 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.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS..
9. 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.
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.

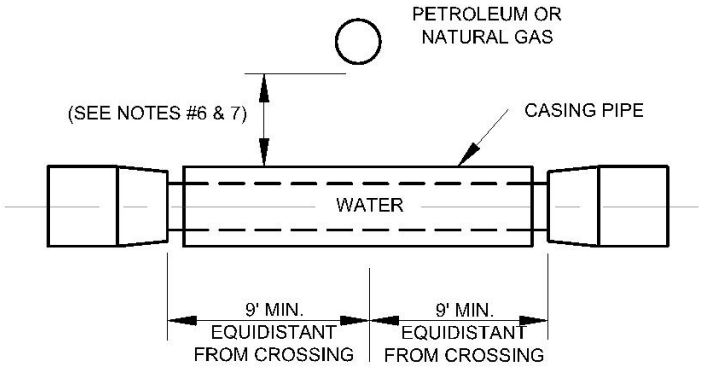
MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | NEW WATER MAIN CROSSING WASTEWATER MAIN | | 307 |
| APPROVED: MCC | | | |

## NEW WATER OVER PETROLEUM & NATURAL GAS




## NEW WATER UNDER PETROLEUM & NATURAL GAS






NOTES:

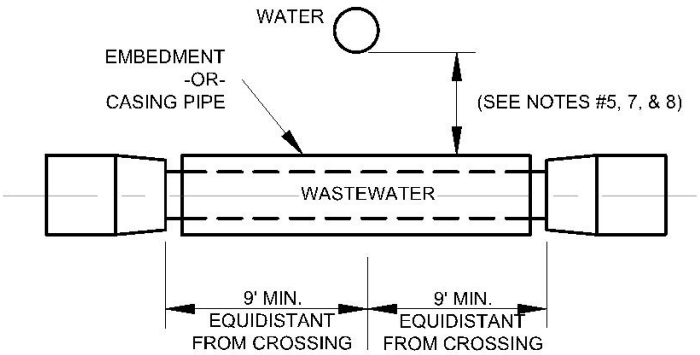
1. SEE CITY DETAIL 808 FOR NEW PETROLEUM OR NATURAL GAS LINE REQUIREMENTS AT WATER MAIN CROSSINGS. REQUIREMENTS FOR WATER MAINS CROSSING WITH PETROLEUM OR NATURAL GAS LINES ARE THE SAME AS WHEN THEY ARE CROSSING WASTEWATER MAINS UNLESS STATED OTHERWISE IN CITY DETAIL 808.
2. IF AN EXISTING PETROLEUM 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. 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.
4. 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.
5. 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.
6. 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'.
7. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
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.



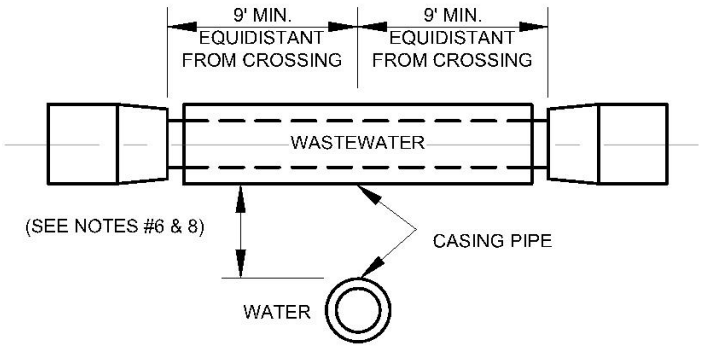
MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | NEW WATER MAIN CROSSING PETROLEUM AND NATURAL GAS LINE | | 308 |
| APPROVED: MCC | | | |

## NEW WASTEWATER UNDER WATER




## NEW WASTEWATER OVER WATER



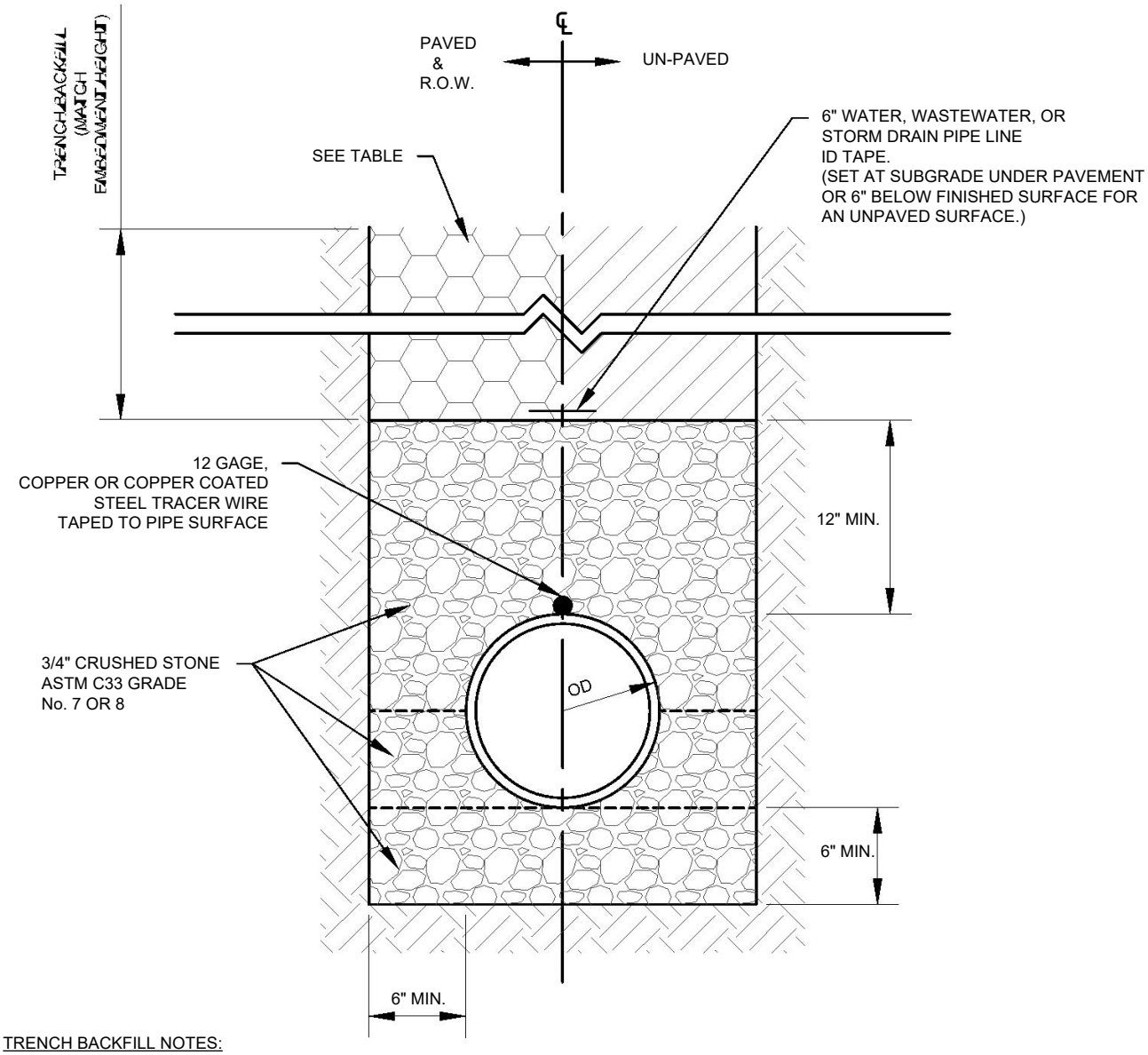

NOTES:

1. SEE CITY DETAIL 307 FOR NEW WATER MAIN REQUIREMENTS AT WASTEWATER MAIN CROSSINGS.
2. 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.
3. 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. CENTER NEW WASTEWATER 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. WASTEWATER MAIN IS TO CROSS WATER MAIN AT 90° ANGLE.
5. NEW WASTEWATER MAIN CROSSING BENEATH NEW OR EXISTING WATER MUST COMPLY WITH ONE OF THE FOLLOWING:
   A. 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'.
   B. 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'.
6. 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'.
7. NEW WATER MAINS CROSSING OVER EXISTING WASTEWATER MAINS ARE COVERED IN CITY DETAIL 307.
8. VERTICAL SEPARATION DIMENSIONS TO BE MEASURED FROM OUTER EDGE OF ALL PIPE ENCASEMENTS.
9. MATERIALS 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.



MIDLAND Engineering Services

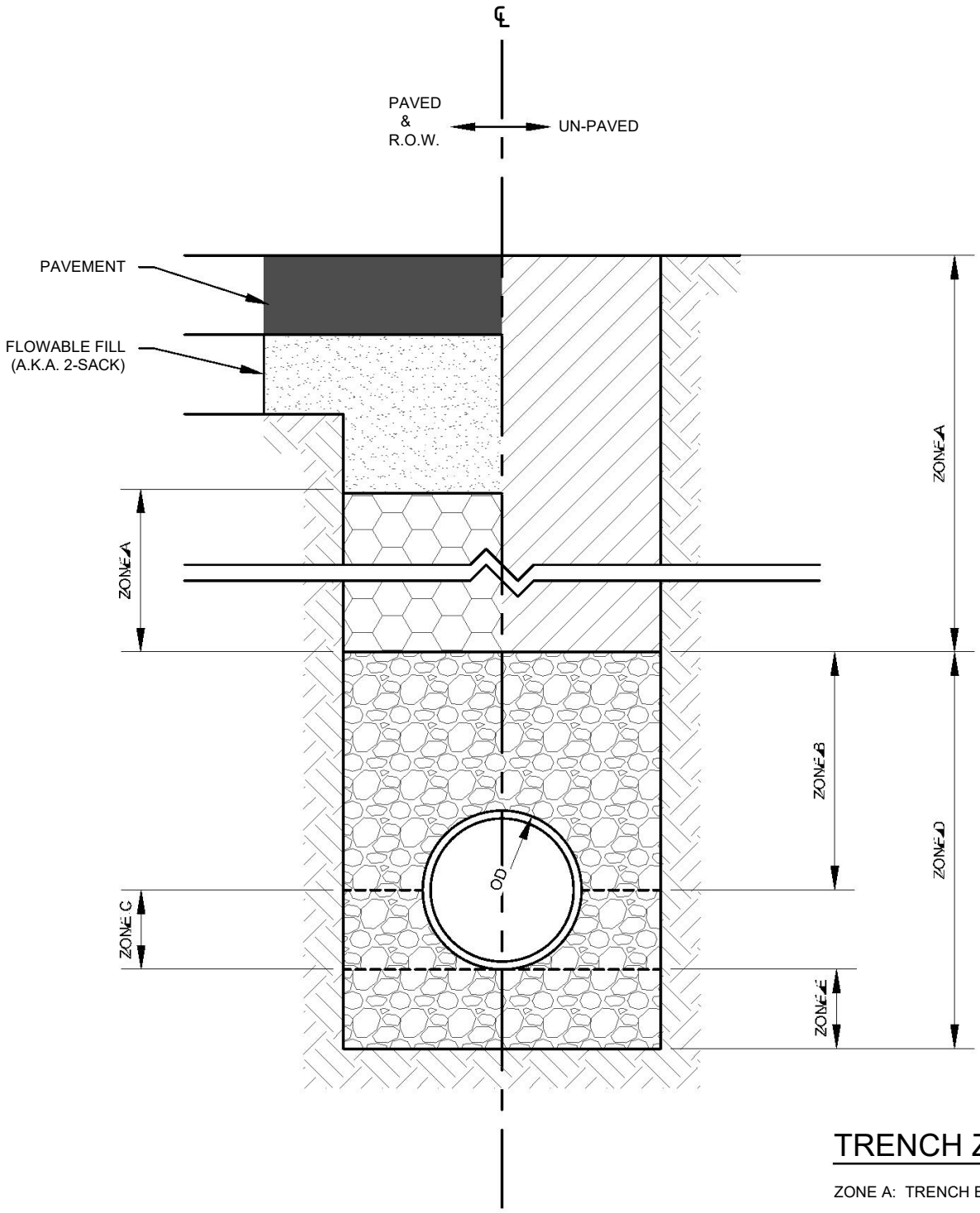
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | NEW WASTEWATER MAIN CROSSING WATER MAIN | | 309 |
| APPROVED: MCC | | | |




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 ≤ 30LL AND ≤ 15 PI.
3. NATIVE MATERIAL TO BE EXISTING EXCAVATED SOIL FROM TRENCH WITH ALL MATERIAL BROKEN DOWN ≤ 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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | TRENCHING AND BEDDING | | 310(A) |




## TRENCH ZONES:

ZONE A: TRENCH BACKFILL

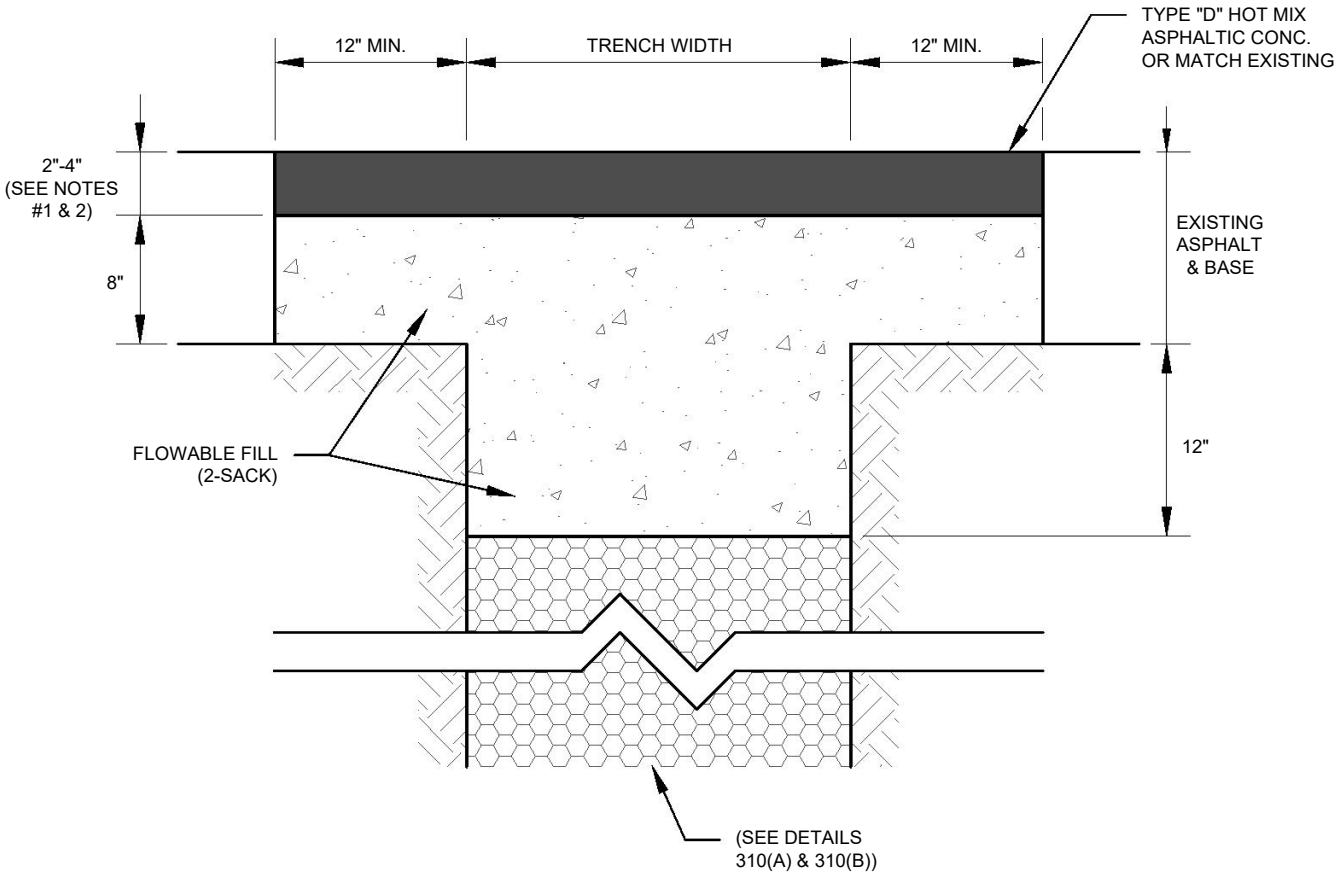
ZONE B: PIPE BACKFILL

ZONE C: HAUNCHING

ZONE D: PIPE EMBEDMENT

ZONE E: BEDDING

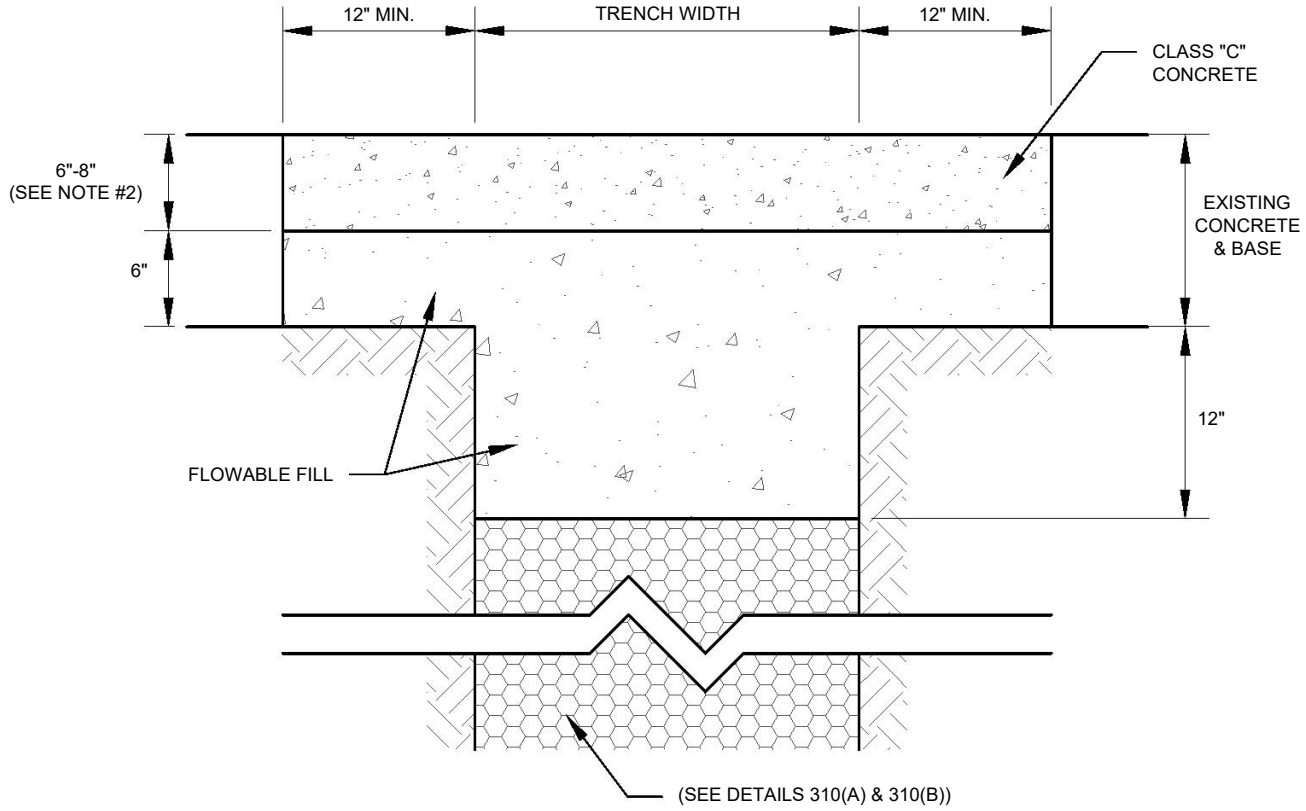
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | TRENCHING AND BEDDING | | 310(B) |




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.

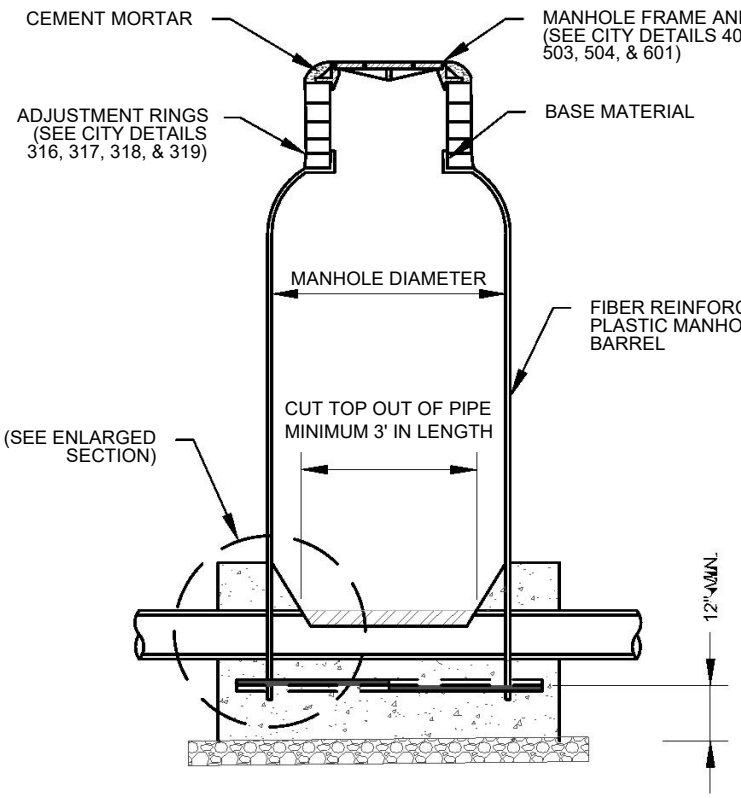
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | ASPHALT TRENCH PAVEMENT REPLACEMENT | | 311 |



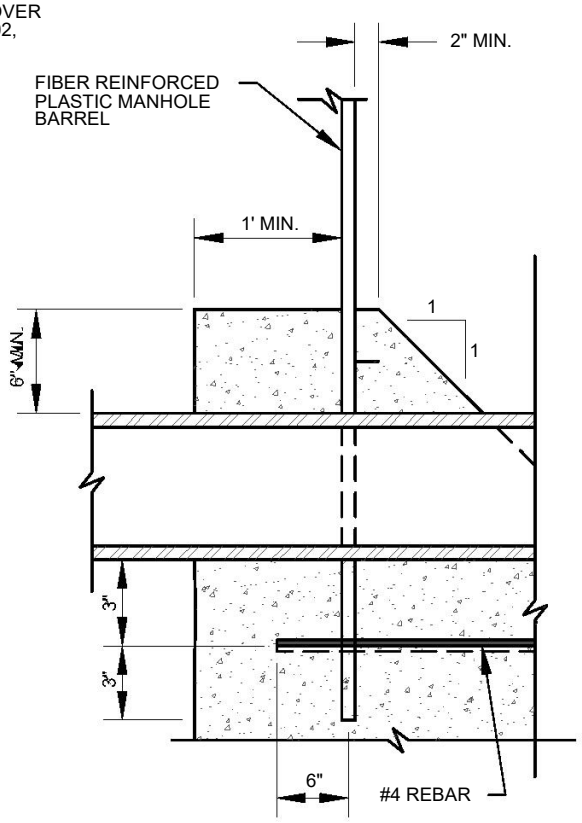

NOTES:

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.

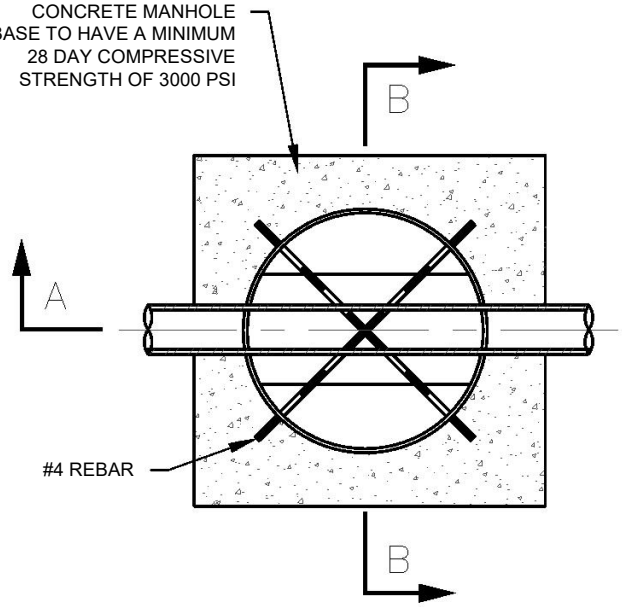
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | CONCRETE TRENCH PAVEMENT REPLACEMENT | | 312 |

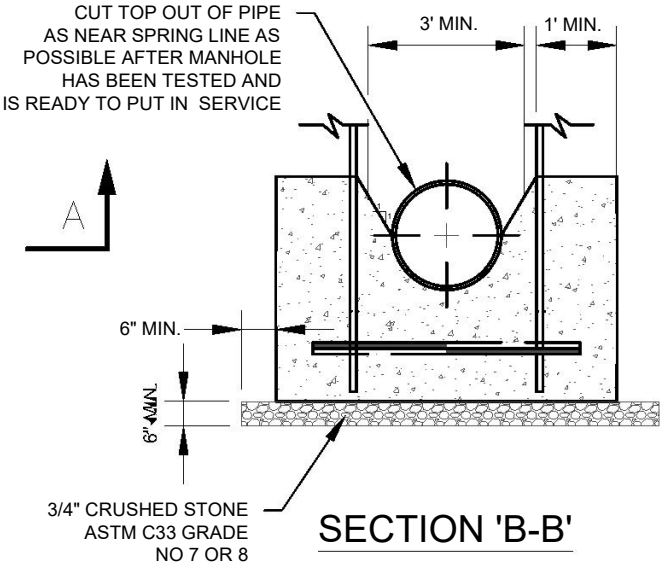



SECTION 'A-A"




ENLARGED SECTION



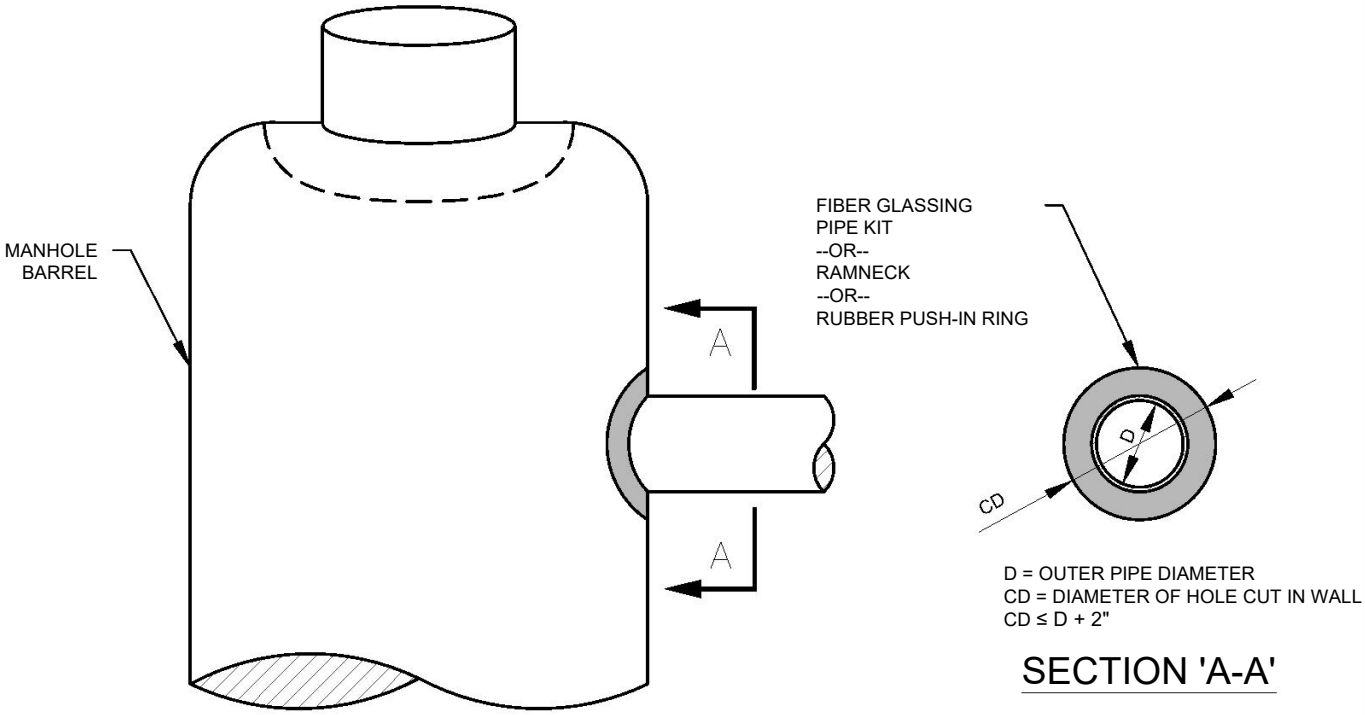

SECTION 'B-B'

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| MIDLAND Engineering Services | TYPICAL FIBERGLASS MANHOLE | September 26, 2023 | 313(A) |

NOTES:

1. 48" DIAMETER MANHOLES TO BE USED FOR PIPE DIAMETERS OF 24" OR SMALLER ONLY.
2. INSTALL DROPS AND INTERSECTING PIPES ONLY WHEN CALLED FOR IN CONSTRUCTION DRAWINGS.
3. SET MANHOLE FRAME IN SEALANT PER CITY OF MIDLAND STANDARD SPECIFICATIONS.
4. NEW MANHOLE TO HAVE SEAMLESS AND CONTINUOUS NECK, SHOULDER, AND BARREL.
5. ALL CONCRETE TO BE CLASS "A" CONCRETE.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | TYPICAL FIBERGLASS MANHOLE | September 26, 2023 | 313(B) |

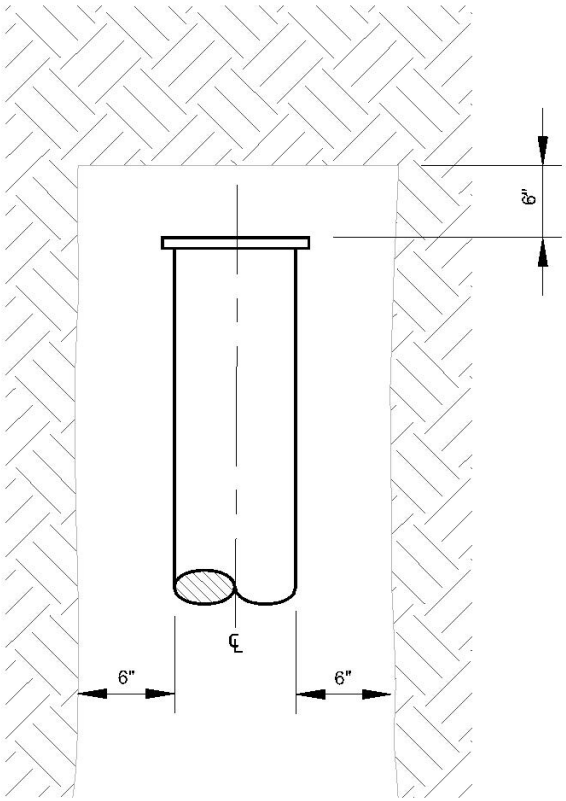



SECTION 'A-A'

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
| | TYPICAL FIBERGLASS MANHOLE PIPE PENETRATION | | 314 |



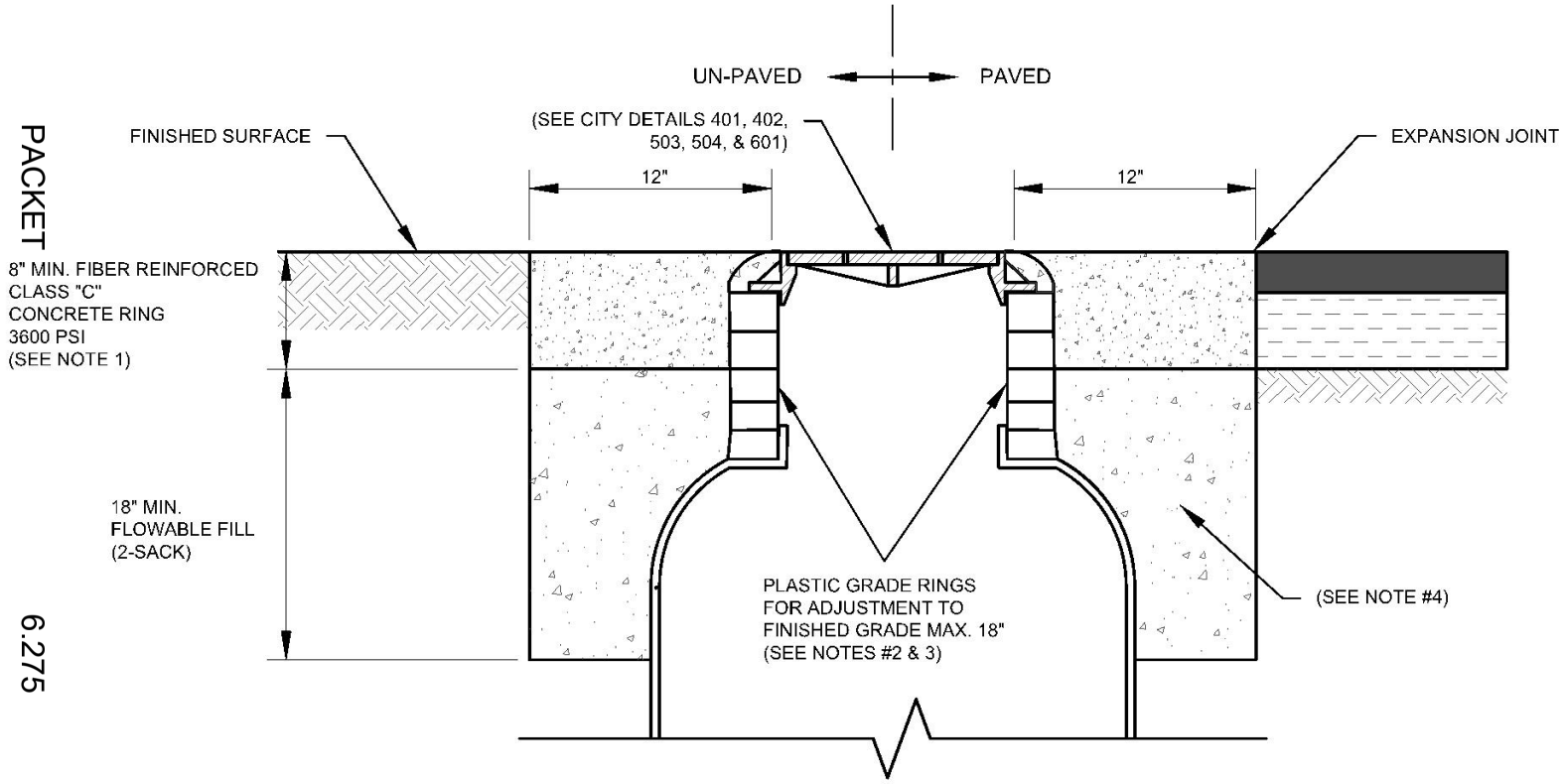

PLUG BLOCKING

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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | GRAVITY MAIN PLUG | | 315 |

PACKET 6.275 September 26, 2023



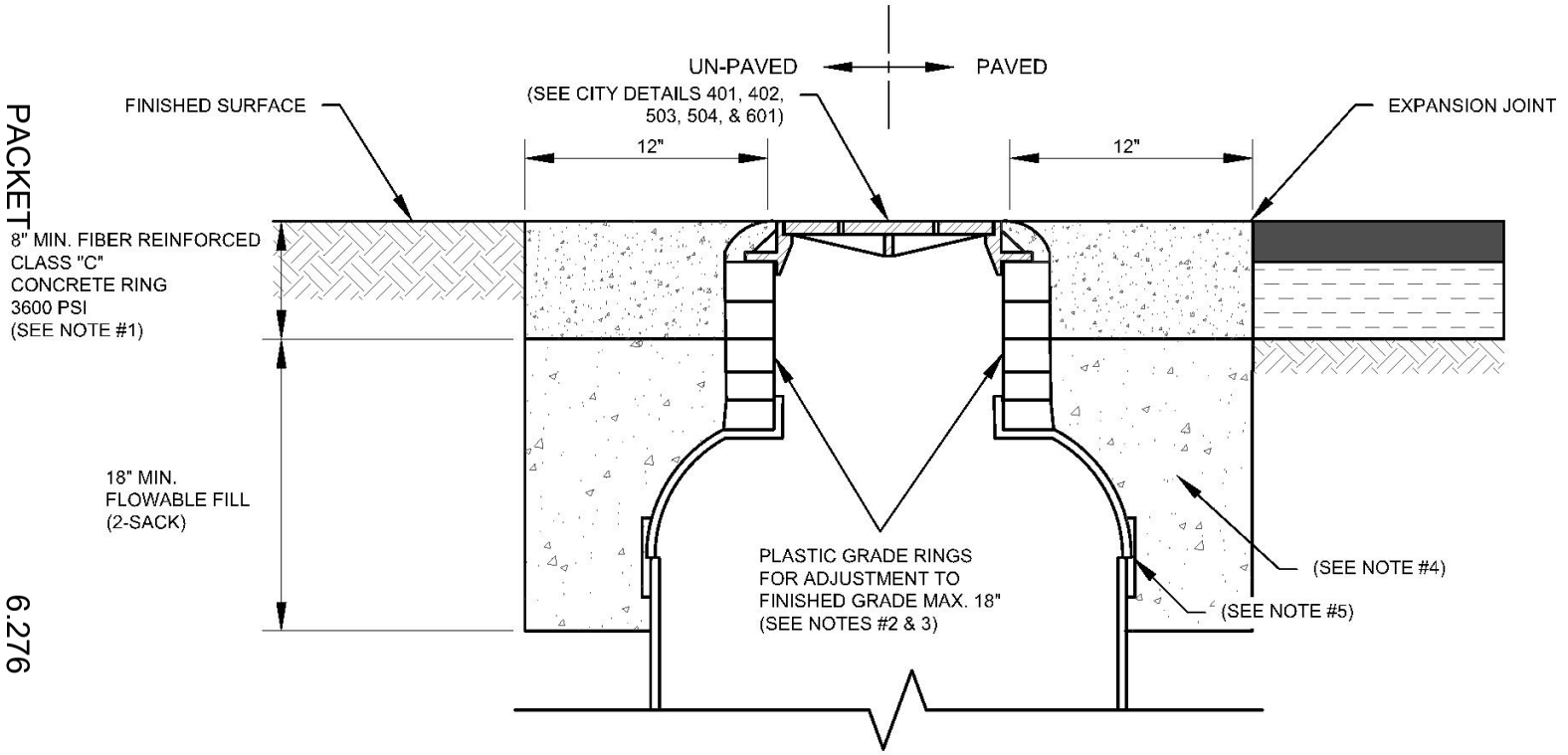

# NEW MANHOLE ADJUSTMENT

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. 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.

MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | NEW MANHOLE ADJUSTMENT | | 316 |
| APPROVED: MCC | | | |




# EXISTING MANHOLE BARREL ADJUSTMENT

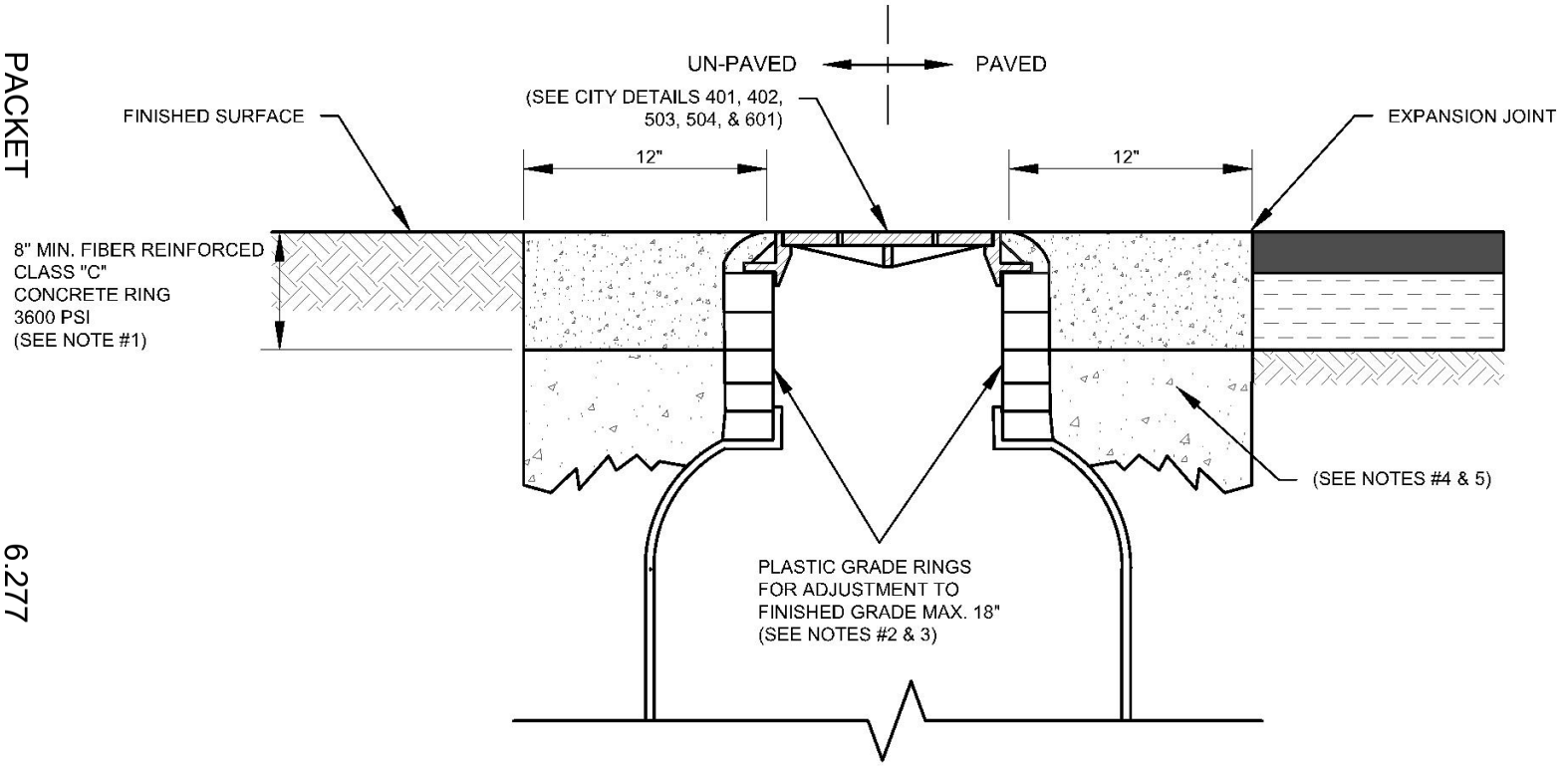
NOTES:

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.



MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | EXISTING MANHOLE BARREL ADJUSTMENT | | 317 |
| APPROVED: MCC | | | |

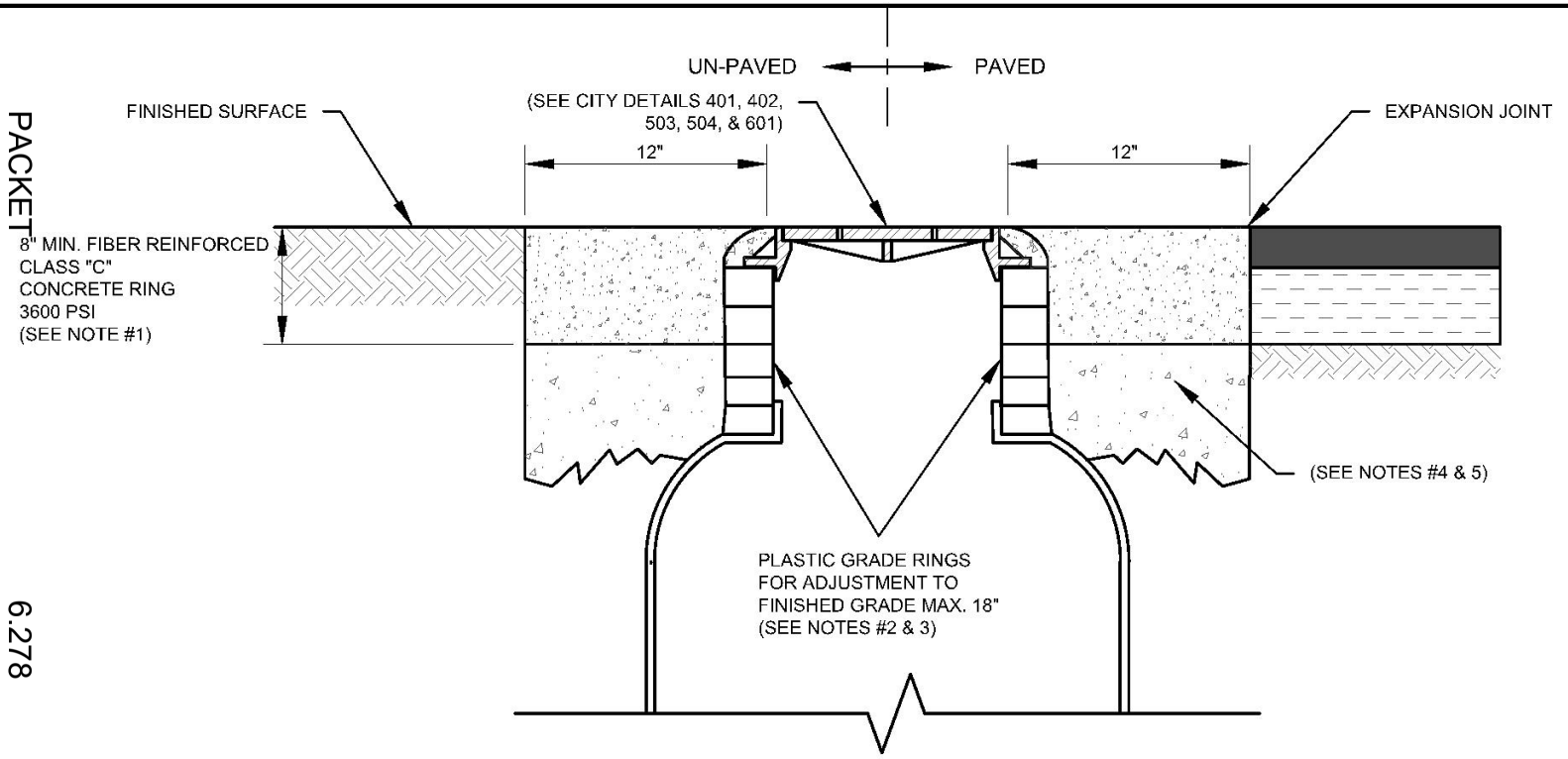



# NEW MANHOLE RING & COVER ADJUSTMENT

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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 318 |
| | | NEW MANHOLE RING & COVER ADJUSTMENT | | |




# EXISTING MANHOLE RING & COVER ADJUSTMENT

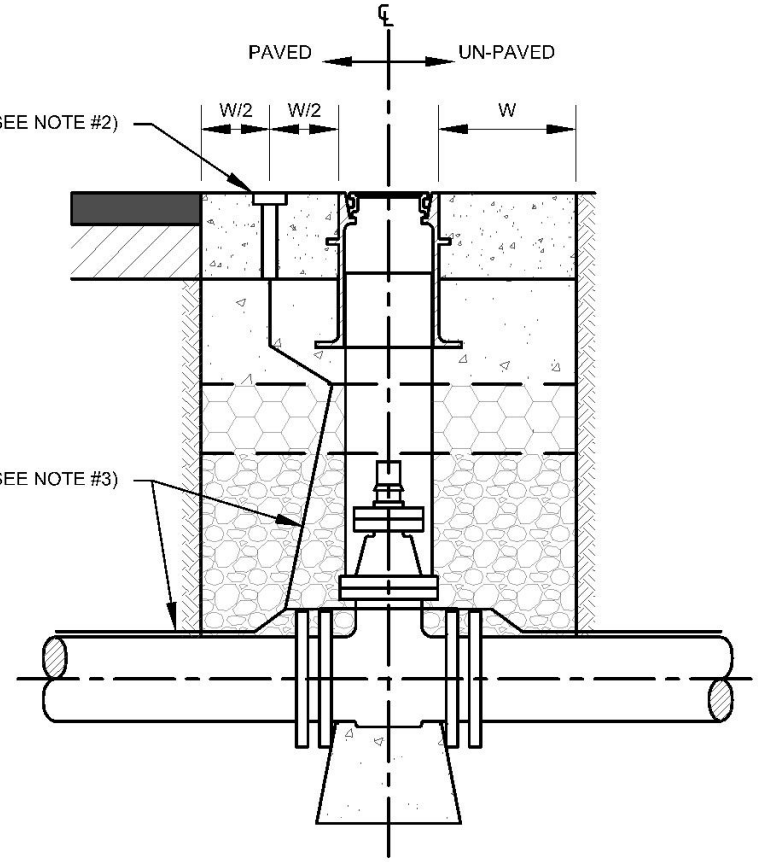
NOTES:

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.

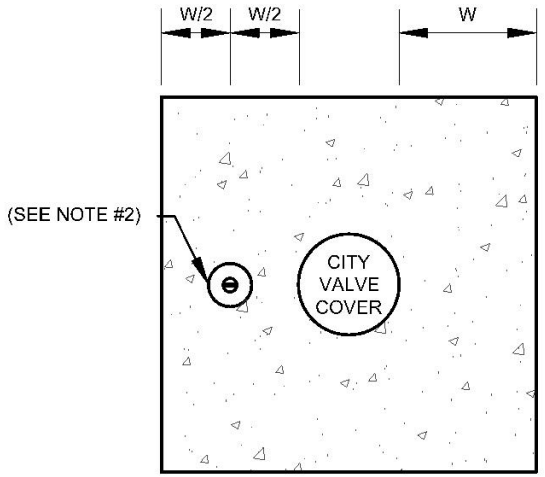


MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | EXISTING MANHOLE RING & COVER ADJUSTMENT | | 319 |
| APPROVED: MCC | | | |




CROSS SECTION VIEW



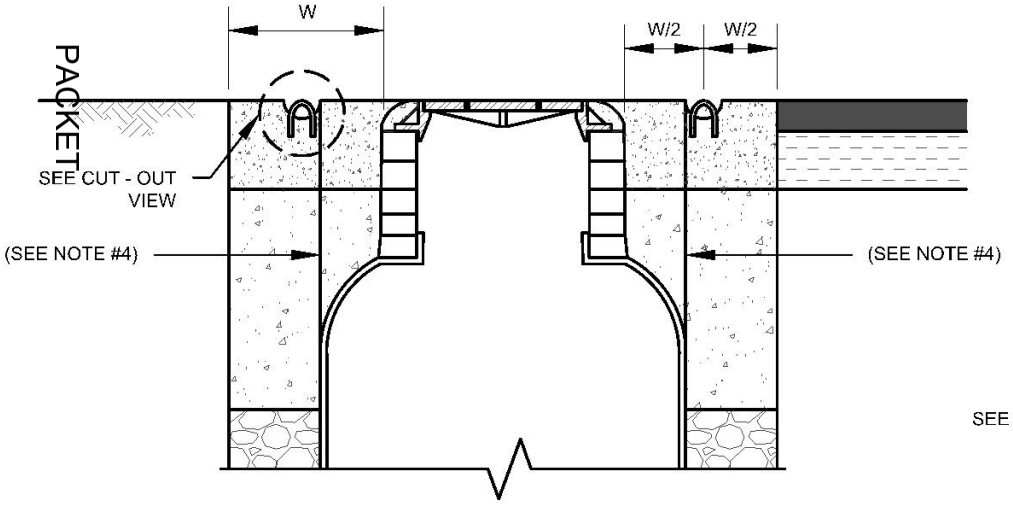

PLAN VIEW

NOTES:

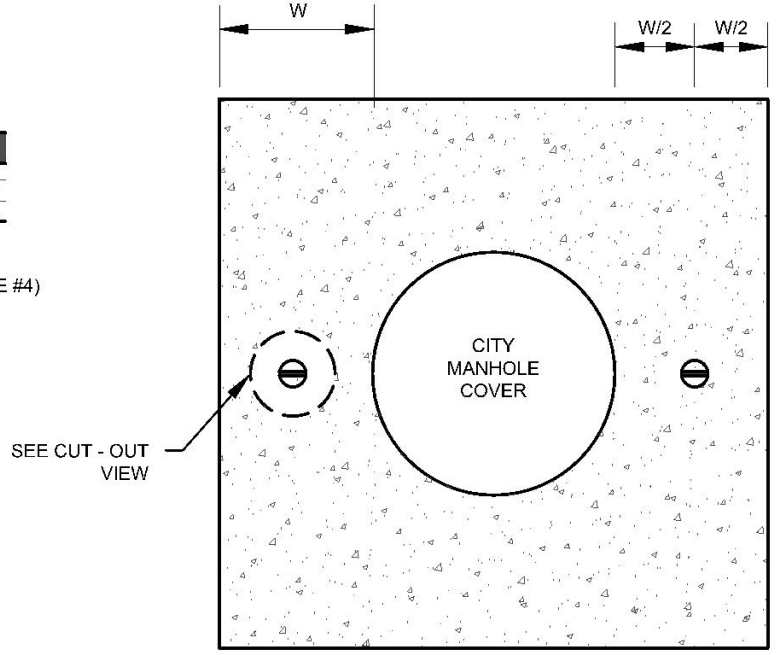
1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGARDING VALVES, COVERS, CONCRETE RINGS, ETC.
2. TRAFFIC RATED COPPERHEAD SNAKEPIT TEST STATION OR APPROVED EQUAL. SET FLUSH WITH FINISHED SURFACE OF CONCRETE RING.
3. TRACER WIRE PER DETAIL 310 (A) TO BE TAPED TO SIDE OF VALVE BOX AND FASTENED SECURELY 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.

MIDLAND Engineering Services

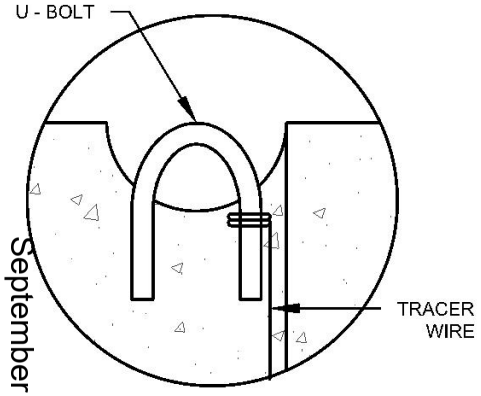
| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | VALVE DETECTOR WIRE END | | 320 |
| APPROVED: MCC | | | |




CROSS SECTION VIEW




PLAN VIEW



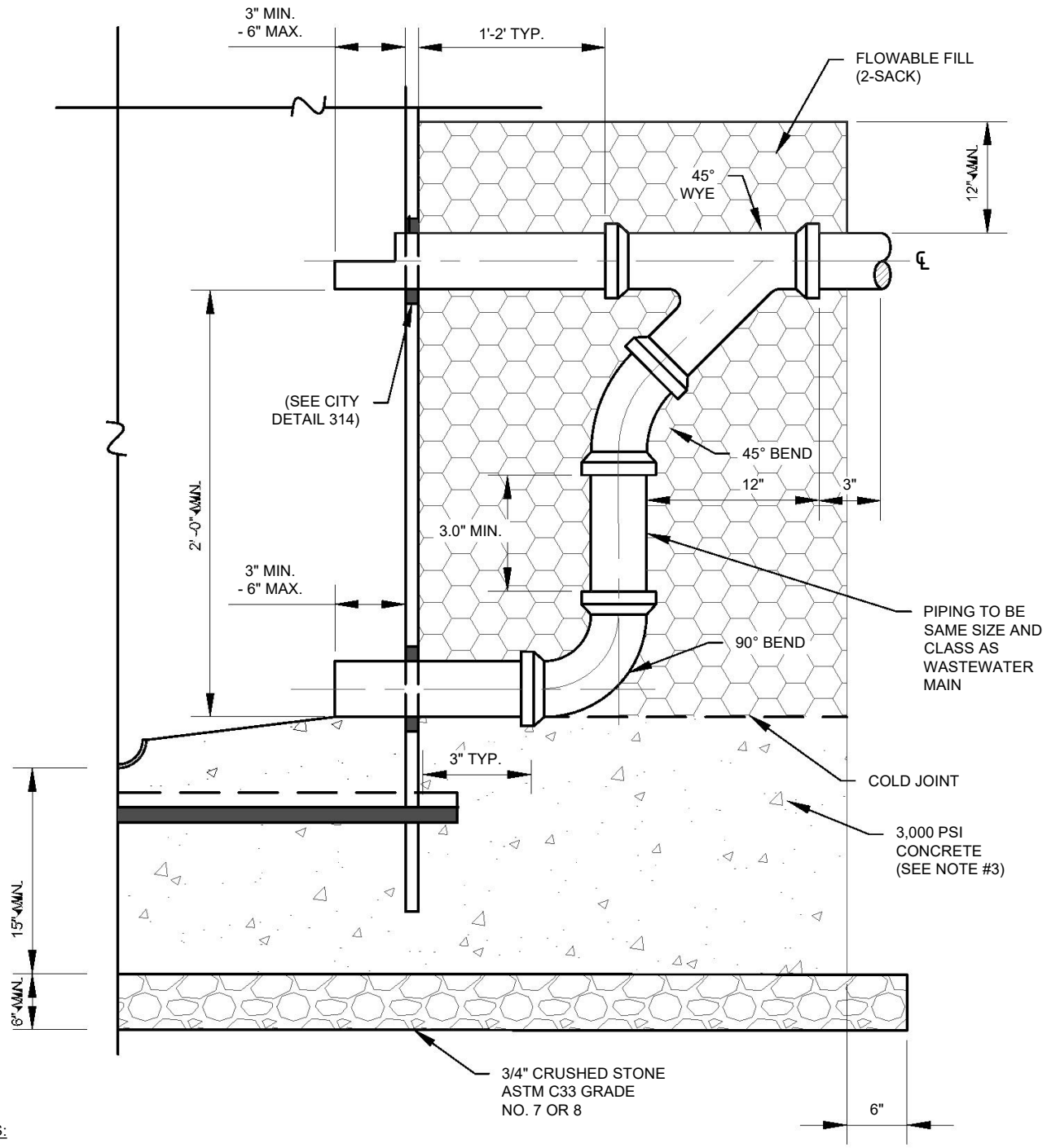

CUT - OUT VIEW

NOTES:

1. SEE OTHER CITY STANDARD DETAILS FOR INFORMATION REGUARDING MANHOLES, COVERS, CONCRETE RINGS, ETC.
2. U - BOLT IS TO BE GALVANIZED STEEL RATED FOR OUDOOR 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.

MIDLAND Engineering Services

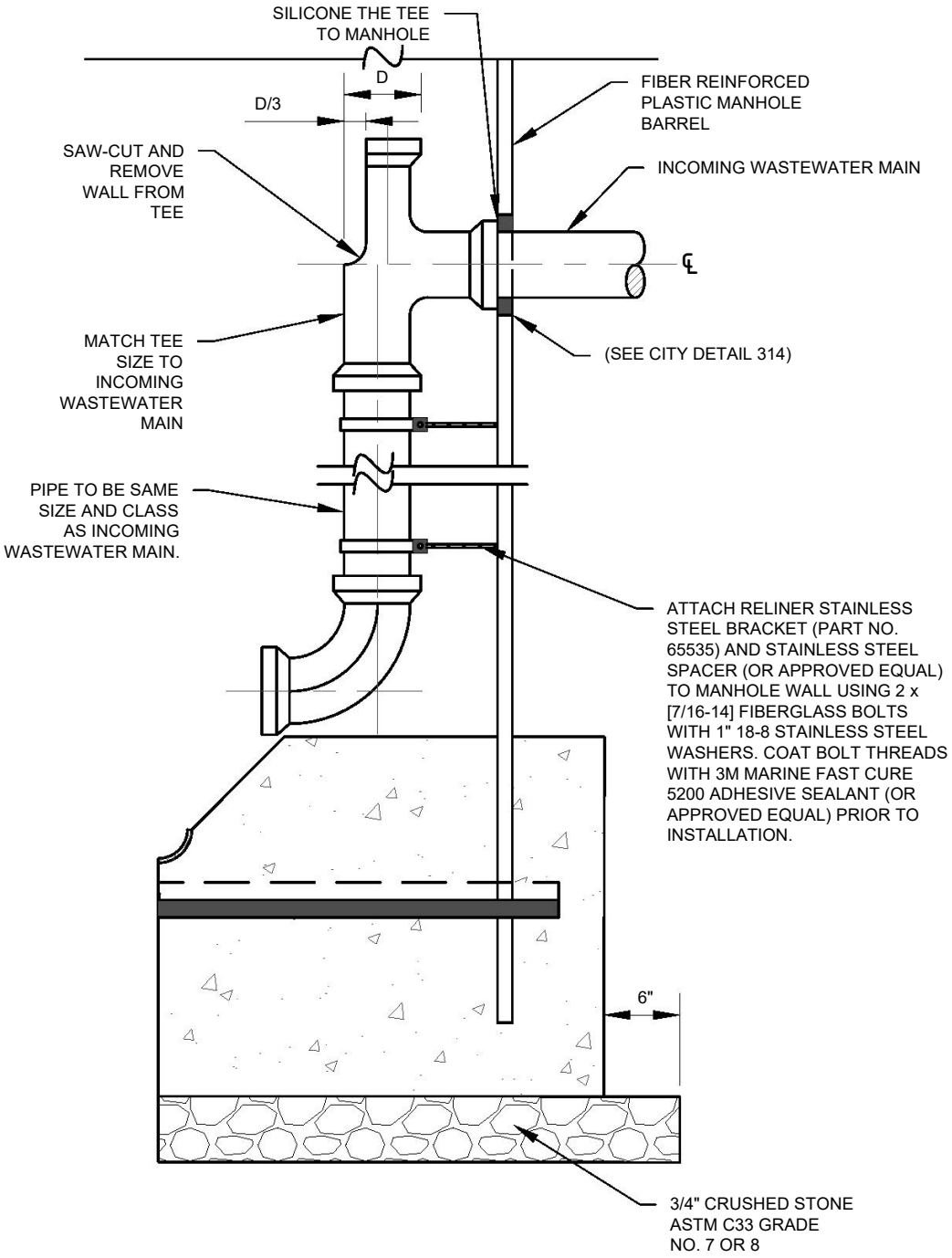
| | | | |
|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | MANHOLE DETECTOR WIRE END | | 321 |
| APPROVED: MCC | | | |




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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | EXTERNAL DROP STRUCTURE | | 501 |

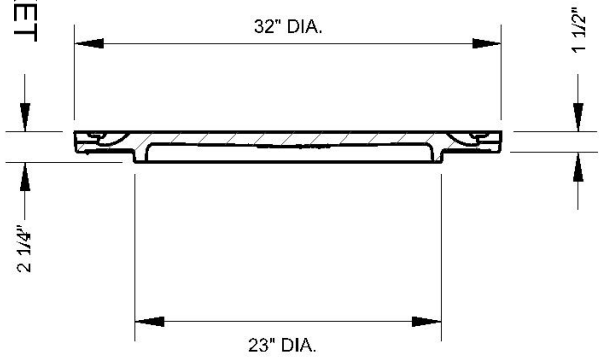



NOTES:

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.

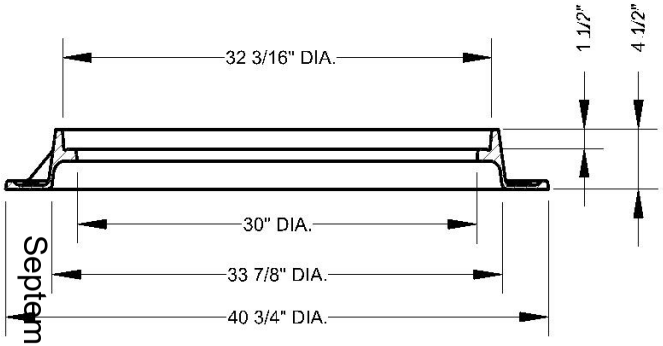
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
| | INTERNAL DROP STRUCTURE | | 502 |

PACKET



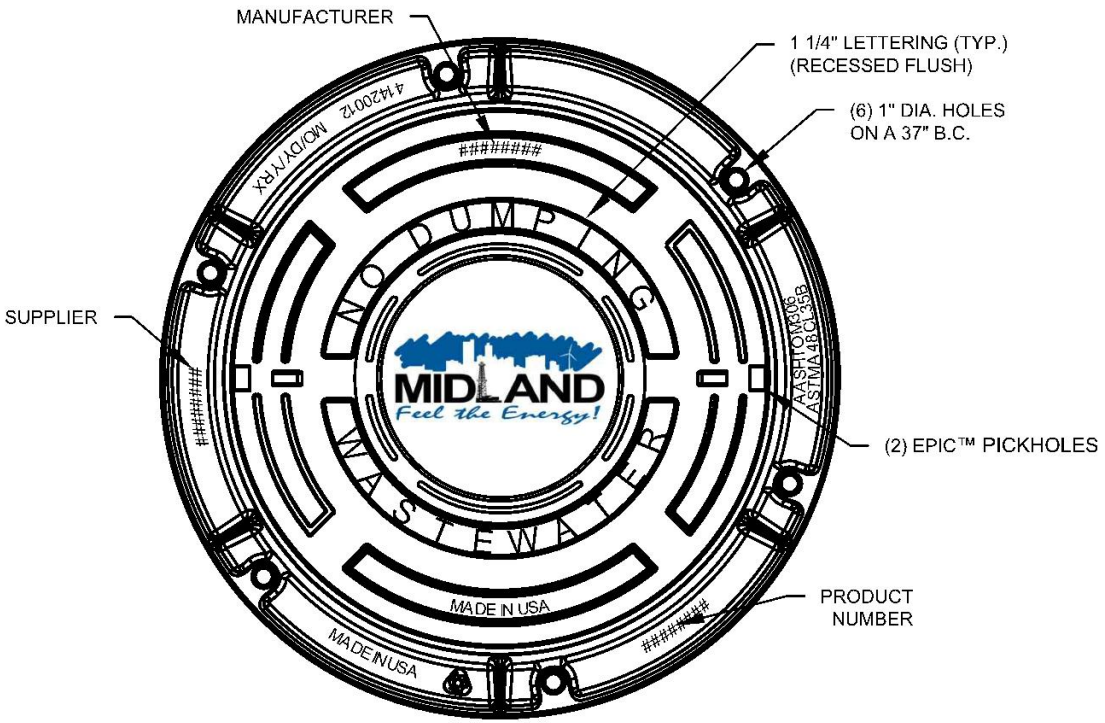

COVER SECTION

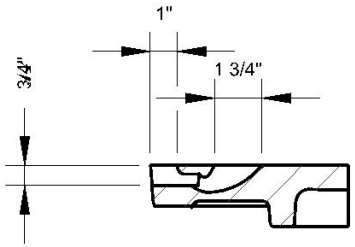
6.283




FRAME SECTION

September 26, 2023




PICKHOLE DETAIL

NOTES:

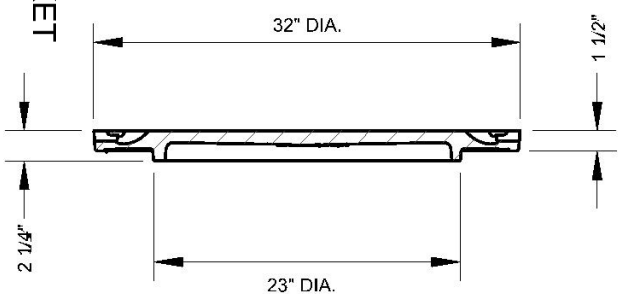
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY
   OR APPROVED EQUAL
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

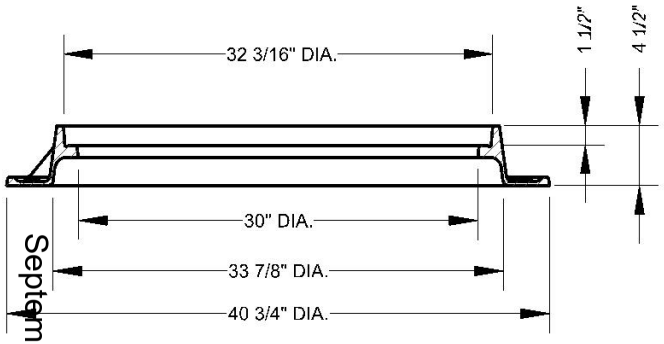
| | | | |
|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | TYPICAL WASTEWATER MANHOLE COVER | | 503 |
| APPROVED: MCC | | | |

PACKET



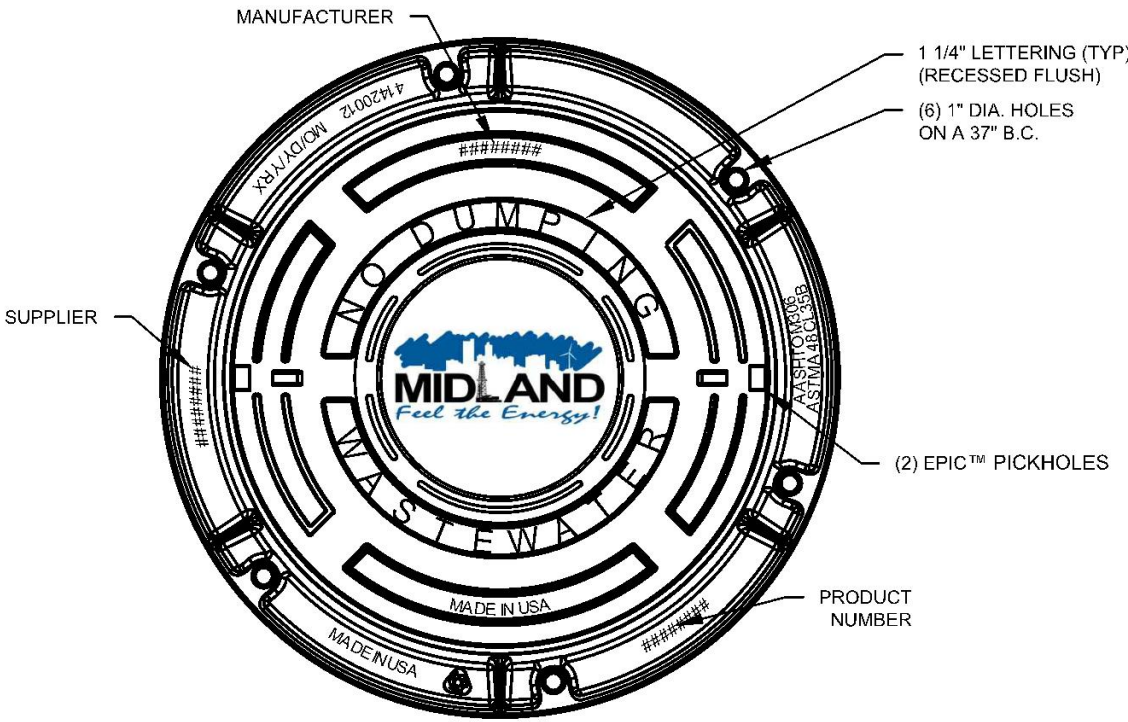

COVER SECTION

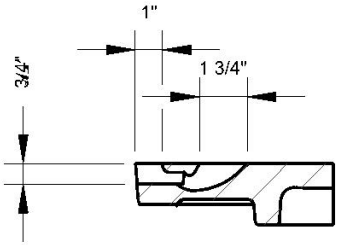
6.284




FRAME SECTION

September 26, 2023




PICKHOLE DETAIL

NOTES:

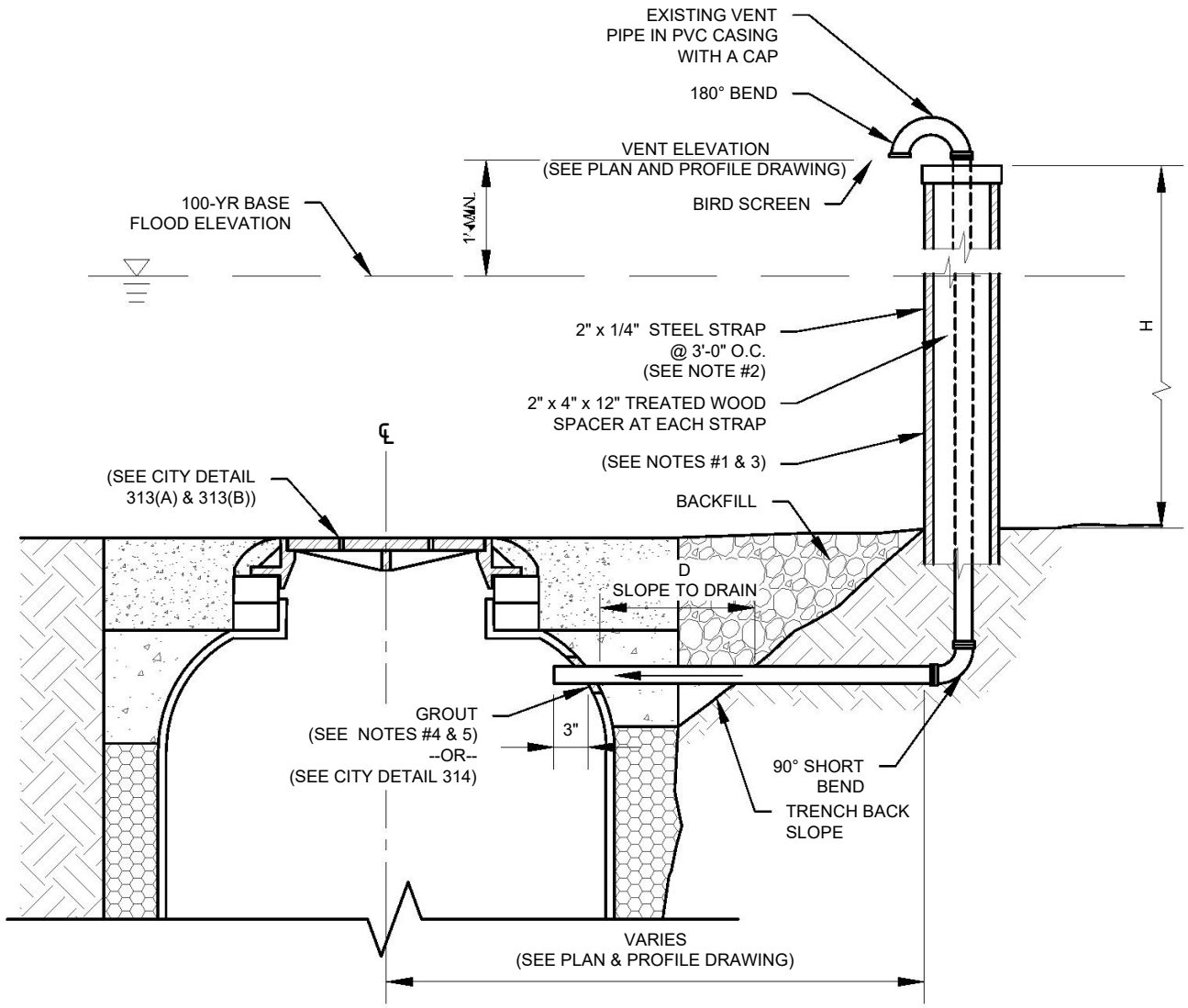
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WASTEWATER"

   EAST JORDAN V1420ZPT/V1430APT ASSEMBLY OR APPROVED EQUAL

2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.

3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| | | WATER TIGHT WASTEWATER MANHOLE COVER | DETAIL: 504 |

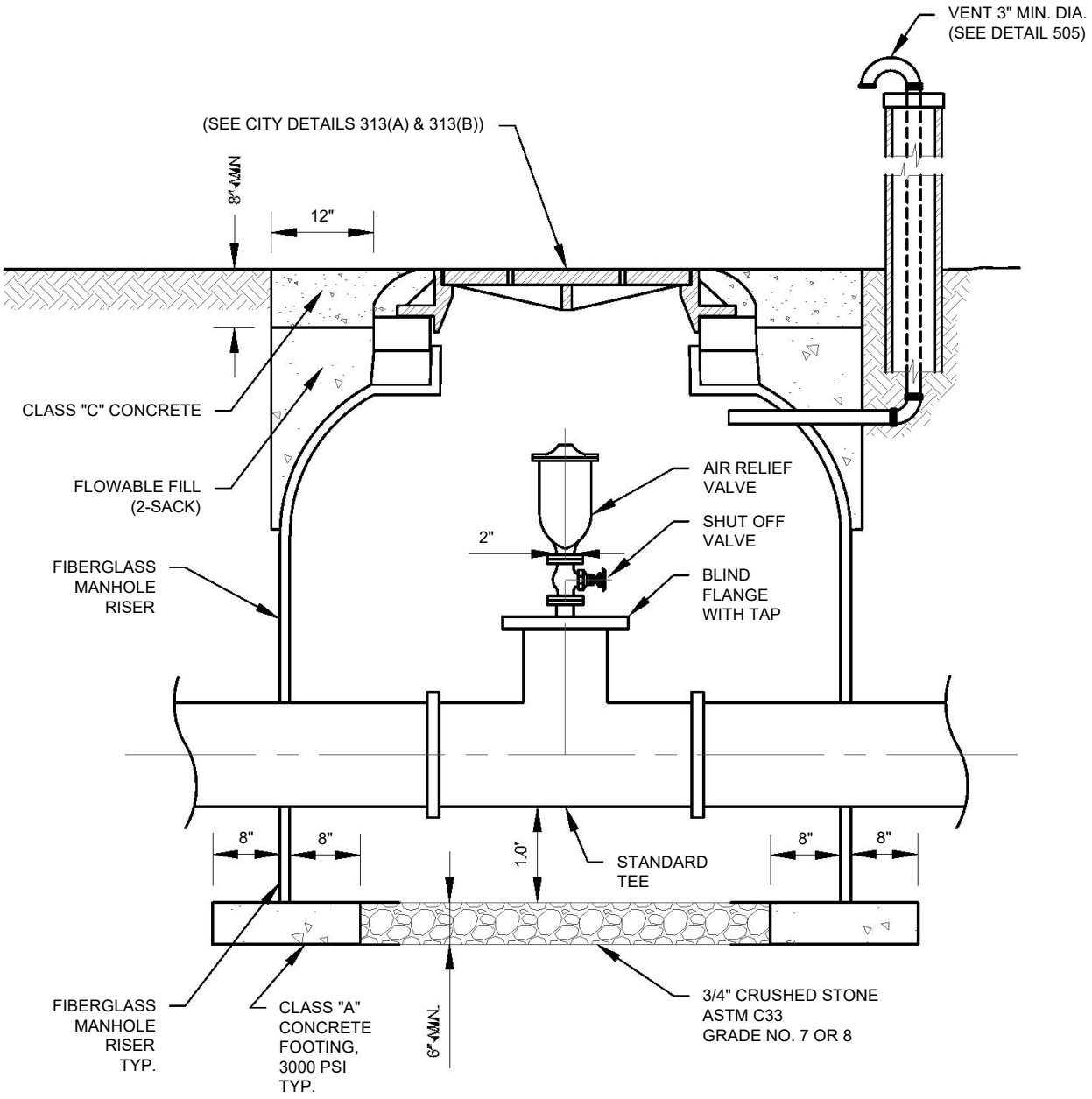



# REMOTE VENT PIPE

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.

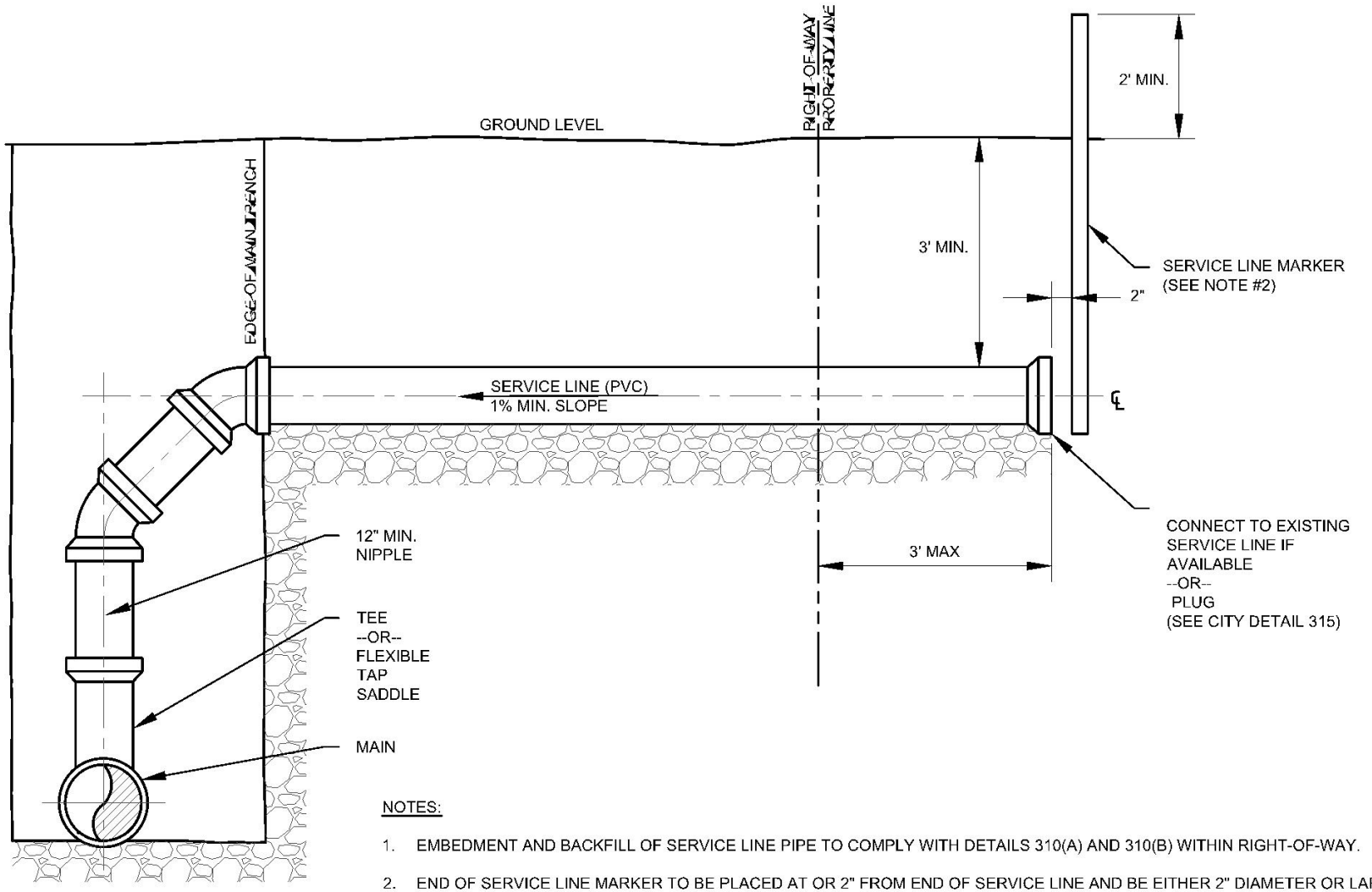
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | REMOTE VENT PIPE | | 505 |




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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | FORCE MAIN RELIEF VALVE | | 506 |



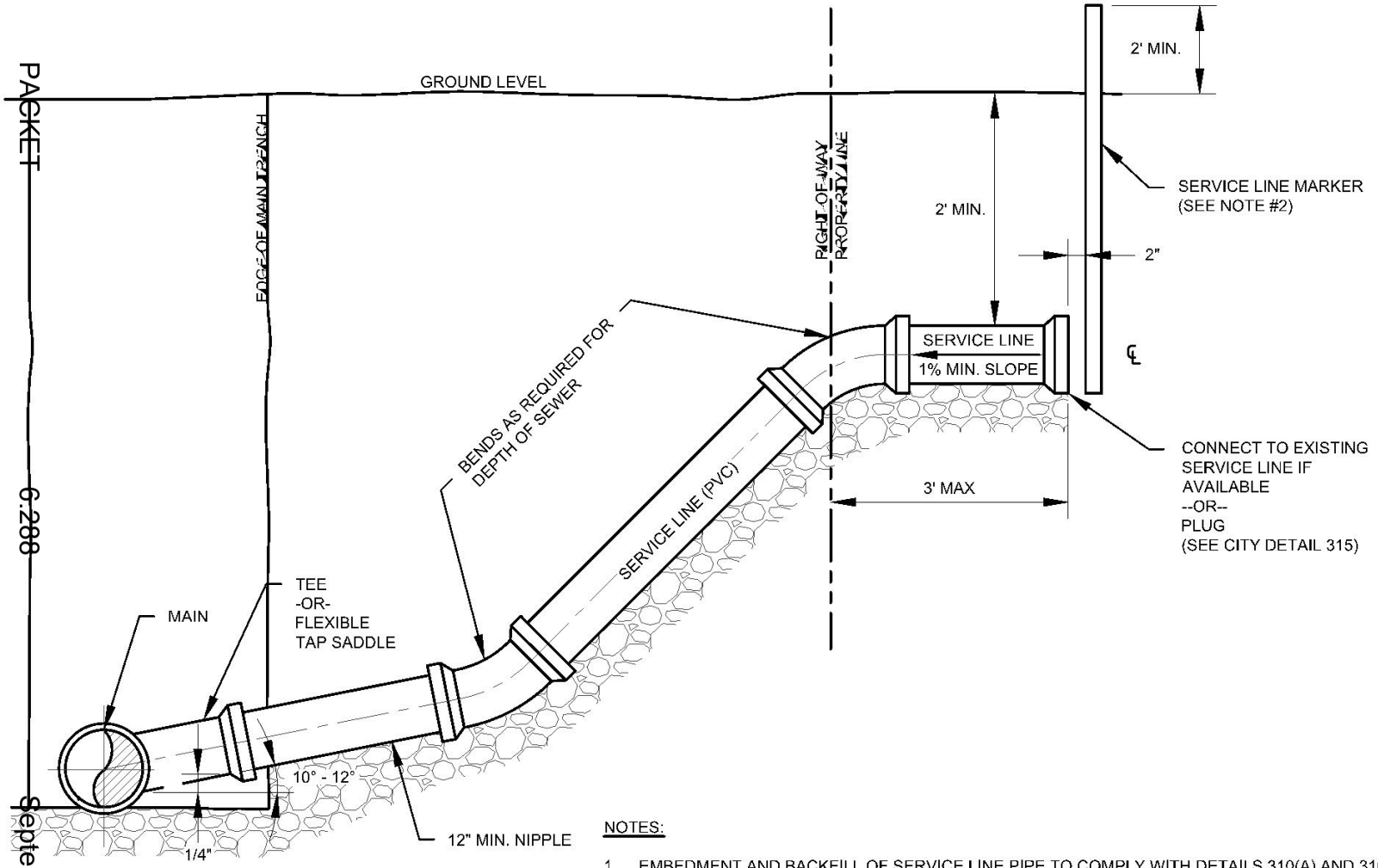

NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERVICE LINE MARKER TO BE PLACED AT OR 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHER WISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | 4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 1 | | 507 |
| APPROVED: MCC | | | |

PACKET 6.288 September 26, 2023

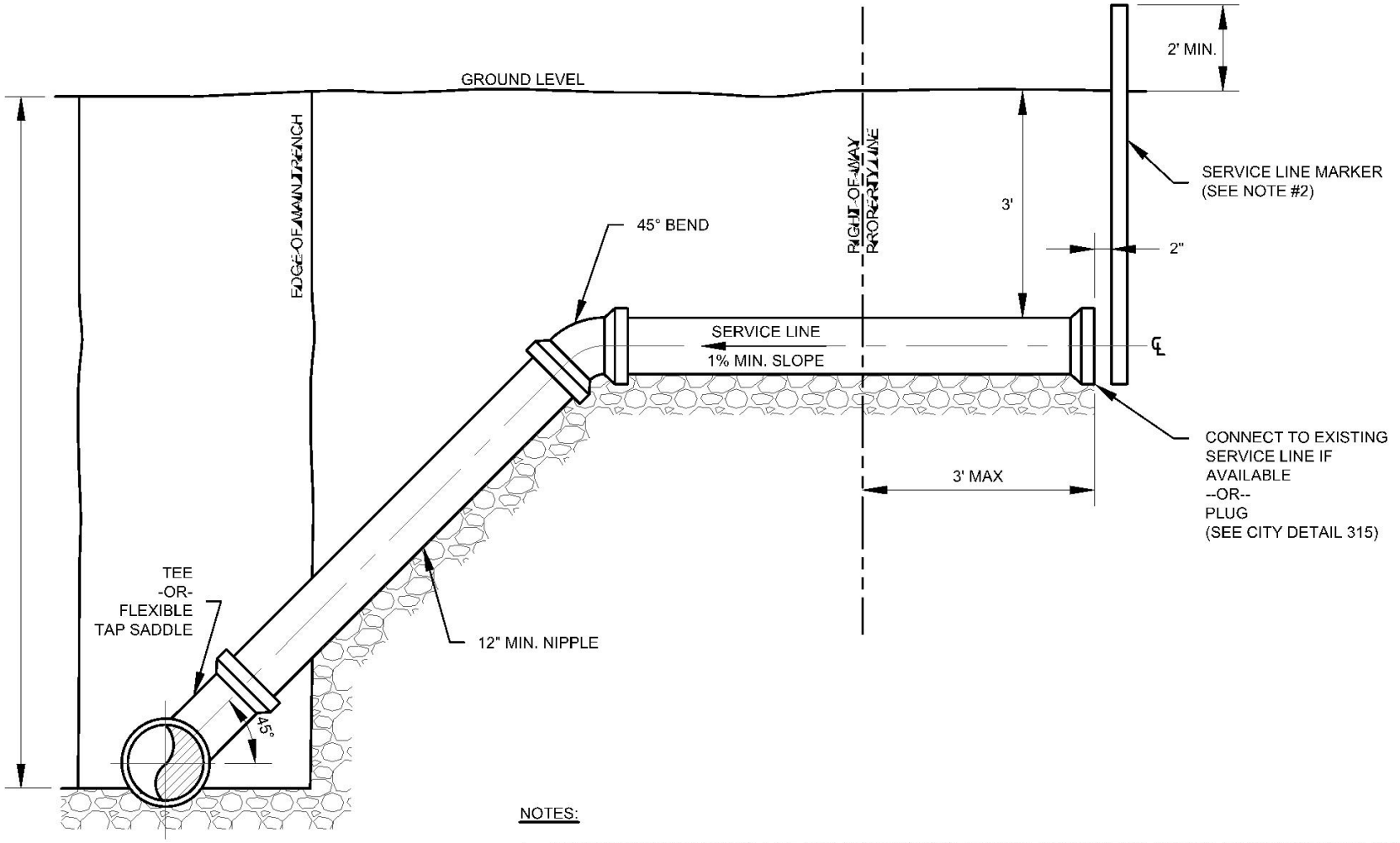



NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERCIVE LINE MARKER TO BE PLACED 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHER WISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services

| | | | |
|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | 4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 2 | | 508 |
| APPROVED: MCC | | | |




NOTES:

1. EMBEDMENT AND BACKFILL OF SERVICE LINE PIPE TO COMPLY WITH DETAILS 310(A) AND 310(B) WITHIN RIGHT-OF-WAY.
2. END OF SERVICE LINE MARKER TO BE PLACED 2" FROM END OF SERVICE LINE AND BE EITHER 2" DIAMETER OR LARGER PVC OR FLEXIBLE POLYETHYLENE PIPE.
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.





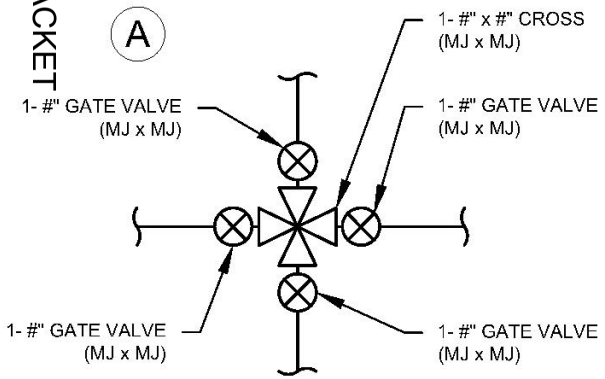
MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | 4" AND 6" WASTEWATER SERVICE LATERAL TAP OPTION 3 | | 509 |
| APPROVED: MCC | | | |

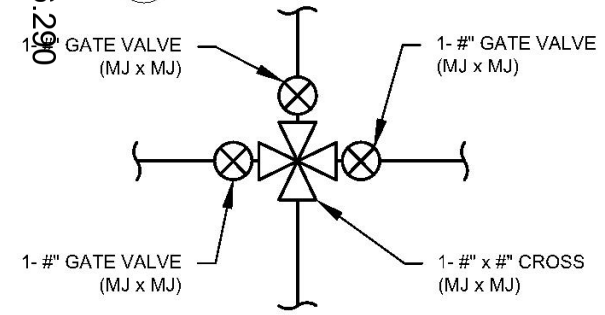
PACKET 6.2.90

## CROSS FITTING RESTRAINTS

A

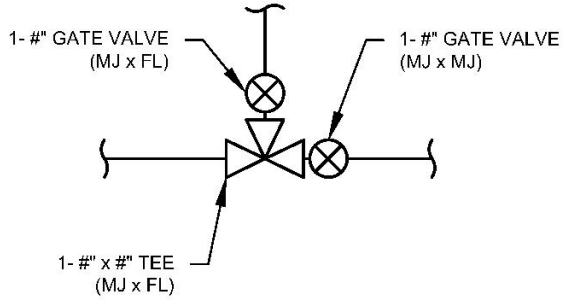



B




## TEE FITTING RESTRAINTS

C

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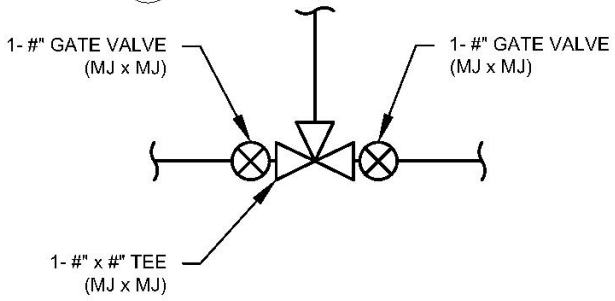
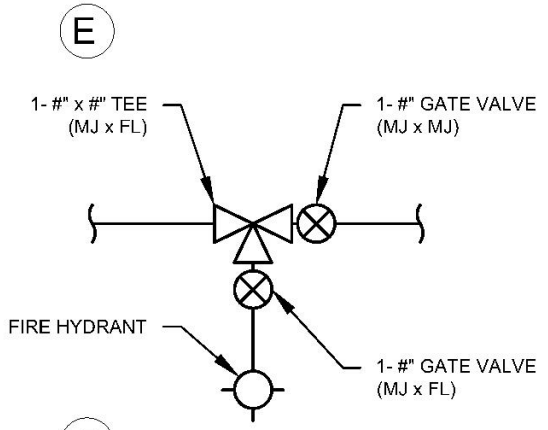



## FIRE HYDRANT RESTRAINTS

E

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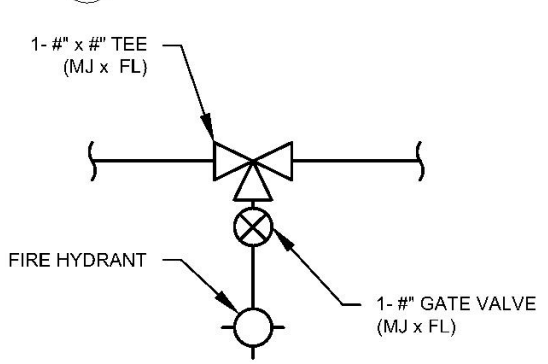


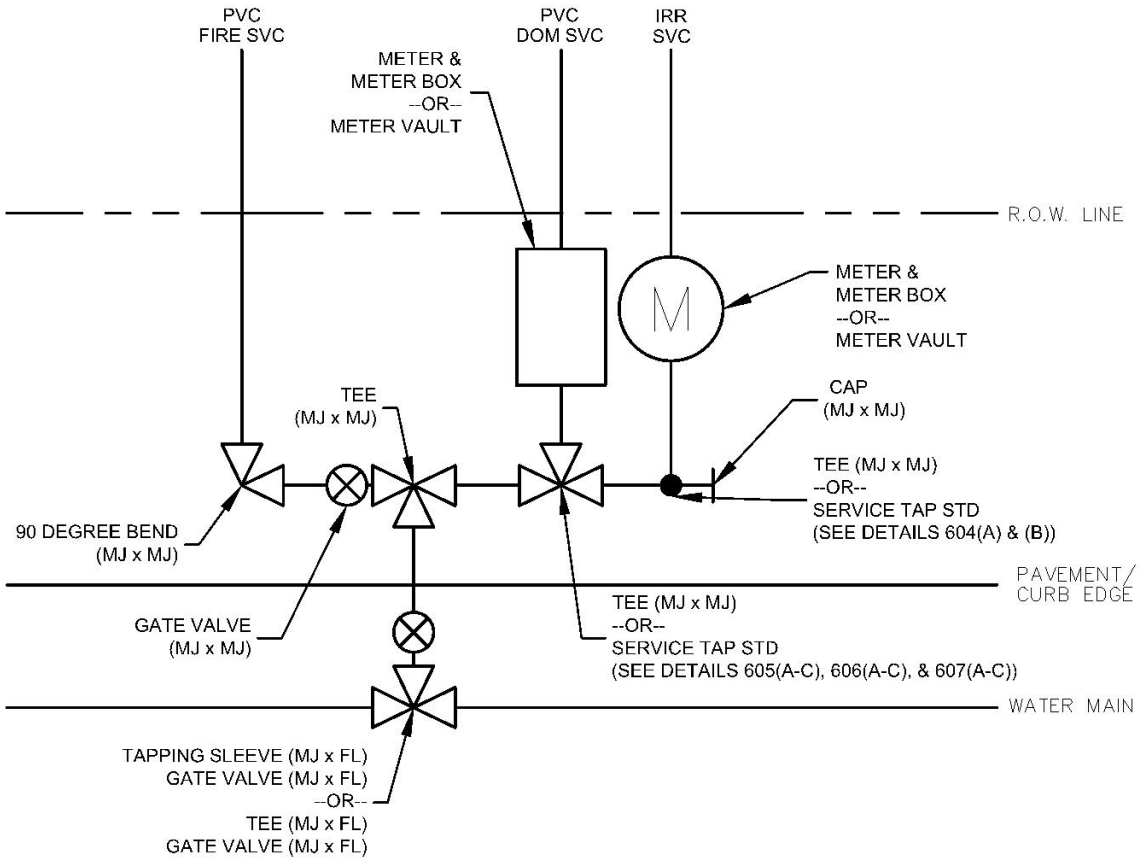

NOTES:

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.

September 26, 2023

MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | TYPICAL FITTING RESTRAINT CONFIGURATIONS | | 601 |
| APPROVED: MCC | | | |



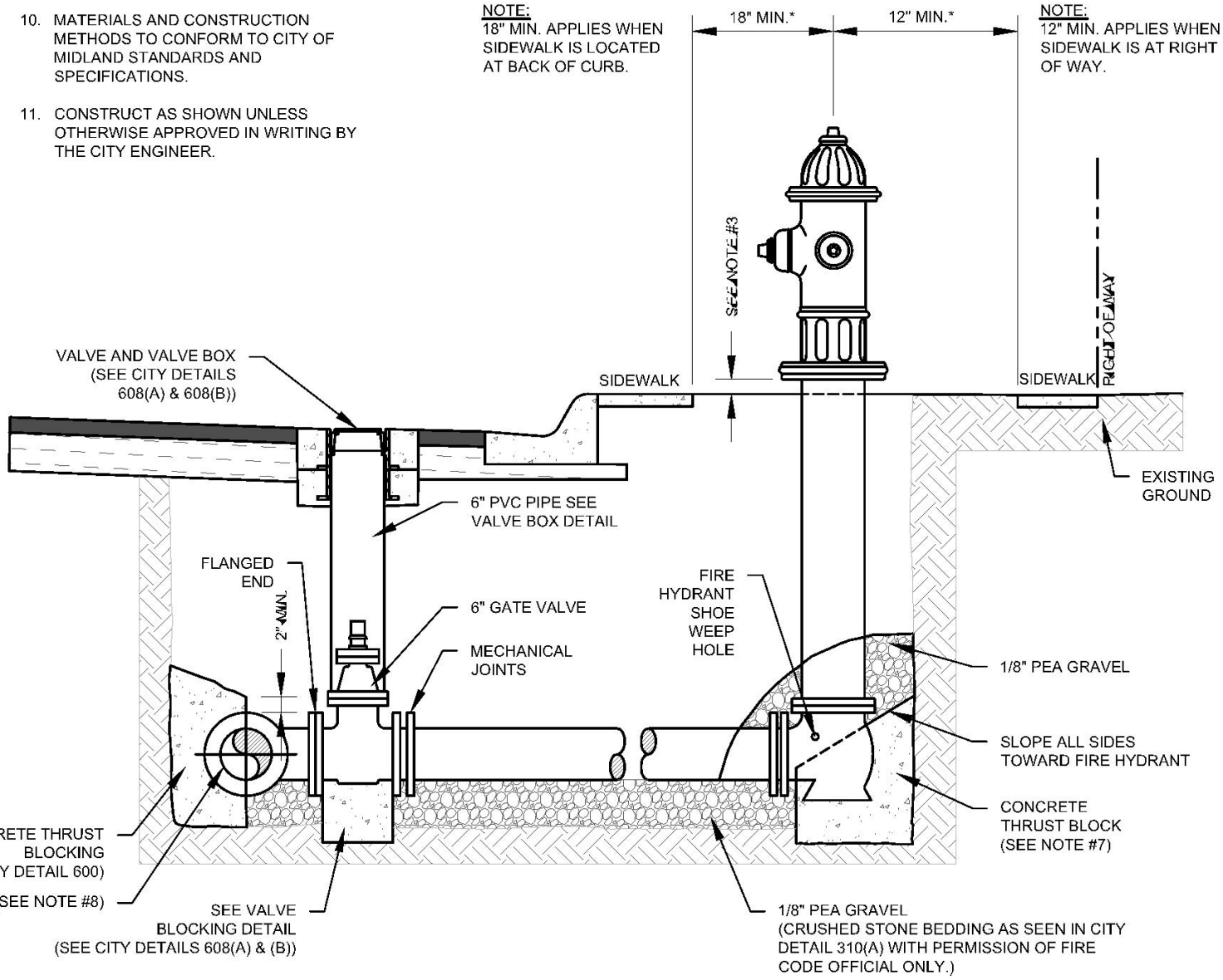

NOTES:

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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: | DETAIL: |
| | | STANDARD MULTI-FAMILY & COMMERCIAL WATER SERVICE MANIFOLD | | 602 |

NOTES:

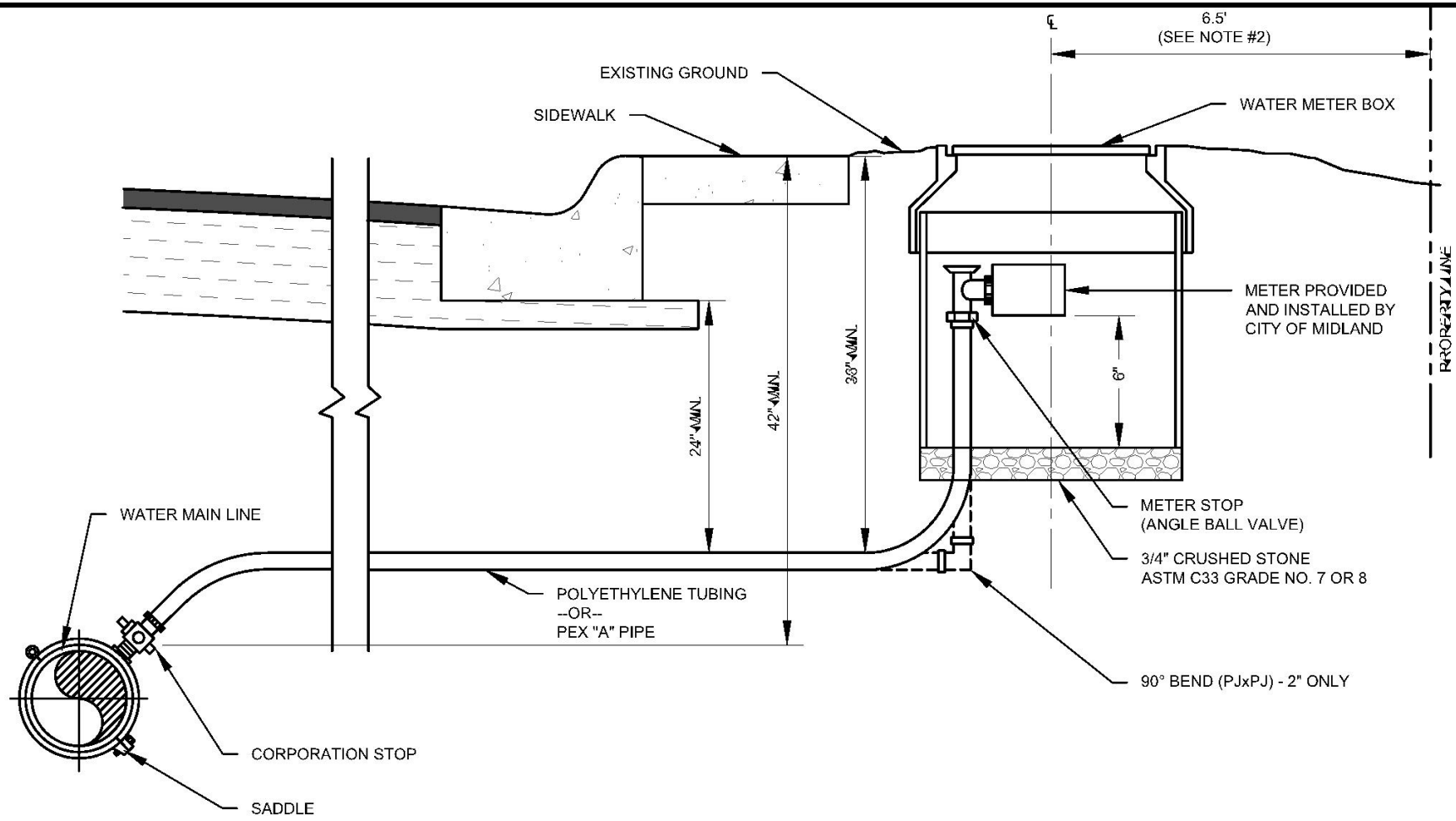
1. SET ALL VALVE BOXES IN A CONCRETE COLLAR WHEN PLACED AT THEIR FINAL GRADE. (SEE CITY DETAILS 608(A) & (B))
2. ALL CONCRETE PAVEMENT TO BE CLASS "C" CONCRETE, 3600 PSI.
3. LEAVE VALVE BOX 6" TO 10" ABOVE GRADE FOR NEW DEVELOPMENT AND OTHER STREETS AND ALLEYS SCHEDULED FOR IMMEDIATE PAVING UNTIL STREET 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.




PACKET 6.292 September 26, 2023

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | FIRE HYDRANT NEW WATER MAIN | | 603 |
| APPROVED: MCC | | | |




NOTES:

1. ALL WATER SERVICES TO BE 1" OR 2" DIAMETER.
2. THE DISTANCE FROM PROPERTY LINE SHOWN IS FOR 5' SIDEWALK AT THE PROPERTY LINE. WHEN 5' SIDEWALK IS PLACED AT THE BACK OF CURB, PLACE METER BOXES A MINIMUM OF 6.5' FROM THE BACK OF CURB.
3. TWO ADJACENT SERVICE LATERALS MAY BE PLACED IN THE SAME TRENCH. EACH TAP MUST BE SEPARATE AND HAVE BOTH A CORPORATION STOP AND A METER STOP. ("BULLHEAD TAPS ARE NOT PERMITTED".)
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.

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JCF | 1" AND 2" WATER METER AND SERVICE CONNECTION | | 604(A) |
| APPROVED: MCC | | | |

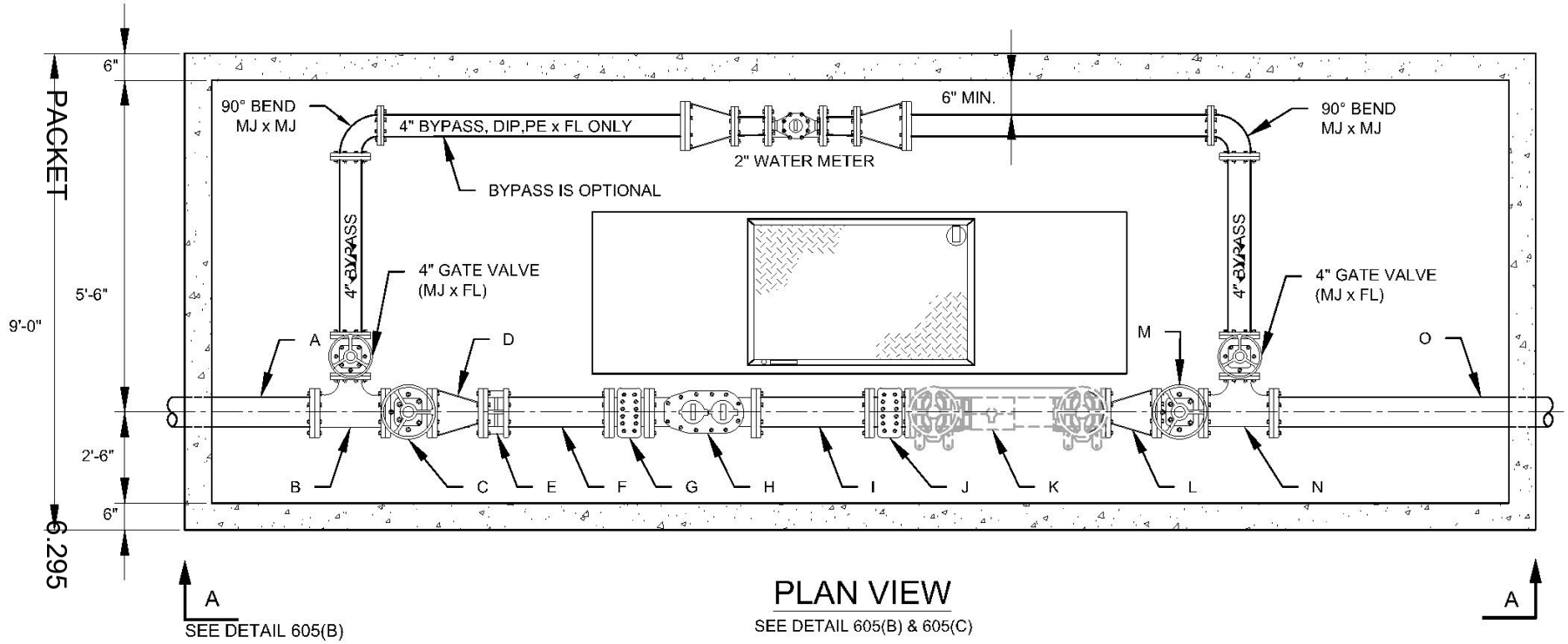
# APPROVED COMPONENT LIST

| 1" WATER METER SERVICE | 2" WATER METER SERVICE |
|---|---|
| SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD FCD202 SADDLE<br>2. MUELLER DR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 4855A<br>4. OR APPROVED EQUAL<br><br>SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD 202BSD SADDLE<br>2. MUELLER BR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 3855<br>4. OR APPROVED EQUAL | SADDLE OPTION 1: DUCTILE IRON W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD FCD202 SADDLE<br>2. MUELLER DR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 4855A<br>4. OR APPROVED EQUAL<br><br>SADDLE OPTION 2: BRASS W/DUAL BAND CC THREAD STEEL STRAP<br>1. FORD 202BSD SADDLE<br>2. MUELLER BR 2 S SERIES<br>3. A.Y. MCDONALD SERIES 3855<br>4. OR APPROVED EQUAL |
| CORPORATION STOP<br>1. FORD FB1000-4-G-NL<br>2. MUELLER B-25008N<br>3. A.Y. MCDONALD SERIES 74701B-22 1<br>4. OR APPROVED EQUAL | CORPORATION STOP<br>1. FORD FB1000-7-G-NL<br>2. MUELLER B-25008N<br>3. A.Y. MCDONALD SERIES 74701B-22 2<br>4. OR APPROVED EQUAL |
| CURB STOP METER VALVE<br>1. FORD BA43-444W-G-NL<br>2. MUELLER B-25172N<br>3. A.Y. MCDONALD SERIES 74602B-22 1<br>4. OR APPROVED EQUAL | CURB STOP METER VALVE<br>1. FORD BFA43-777W-G-NL<br>2. MUELLER B-25172N<br>3. A.Y. MCDONALD SERIES 74602B-22 2<br>4. OR APPROVED EQUAL |
| WATER METER BOX<br>1. EAST JORDAN 32197099A02<br>2. OR APPROVED EQUAL | WATER METER BOX<br>1. EAST JORDAN 32244000A01<br>2. OR APPROVED EQUAL |
| SERVICE LINE PIPE<br>1. ASTM D-2737 POLYETHYLENE TUBING<br>2. MUNICI PEX 'A' PIPE<br>3. OR APPROVED EQUAL | SERVICE LINE PIPE<br>1. ASTM D-2737 POLYETHYLENE TUBING<br>2. MUNICI PEX 'A' PIPE<br>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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | 1" AND 2" WATER METER AND SERVICE CONNECTION | | 604(B) |



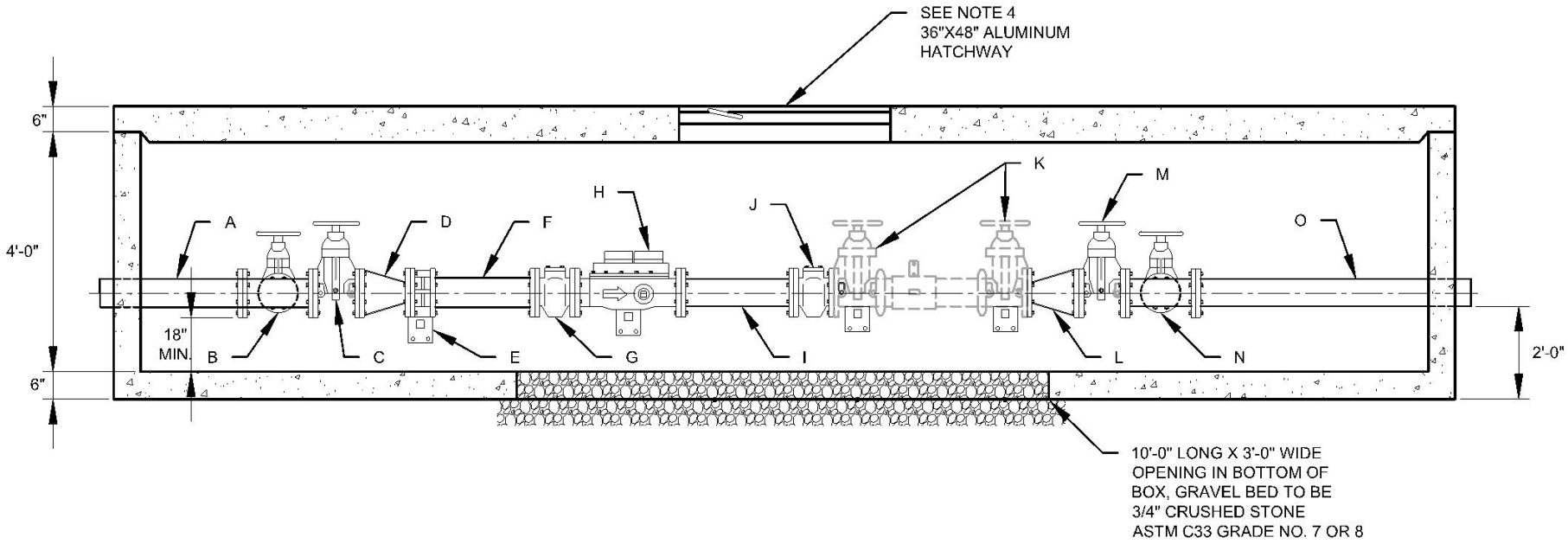

NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS I/II 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.

September 26, 2023

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JHC | 3 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES | | 605(A) |
| APPROVED: MCC | | | |




## SECTION VIEW 'A-A'

SEE DETAIL 605(A) & 605(C)

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JHC<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | 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

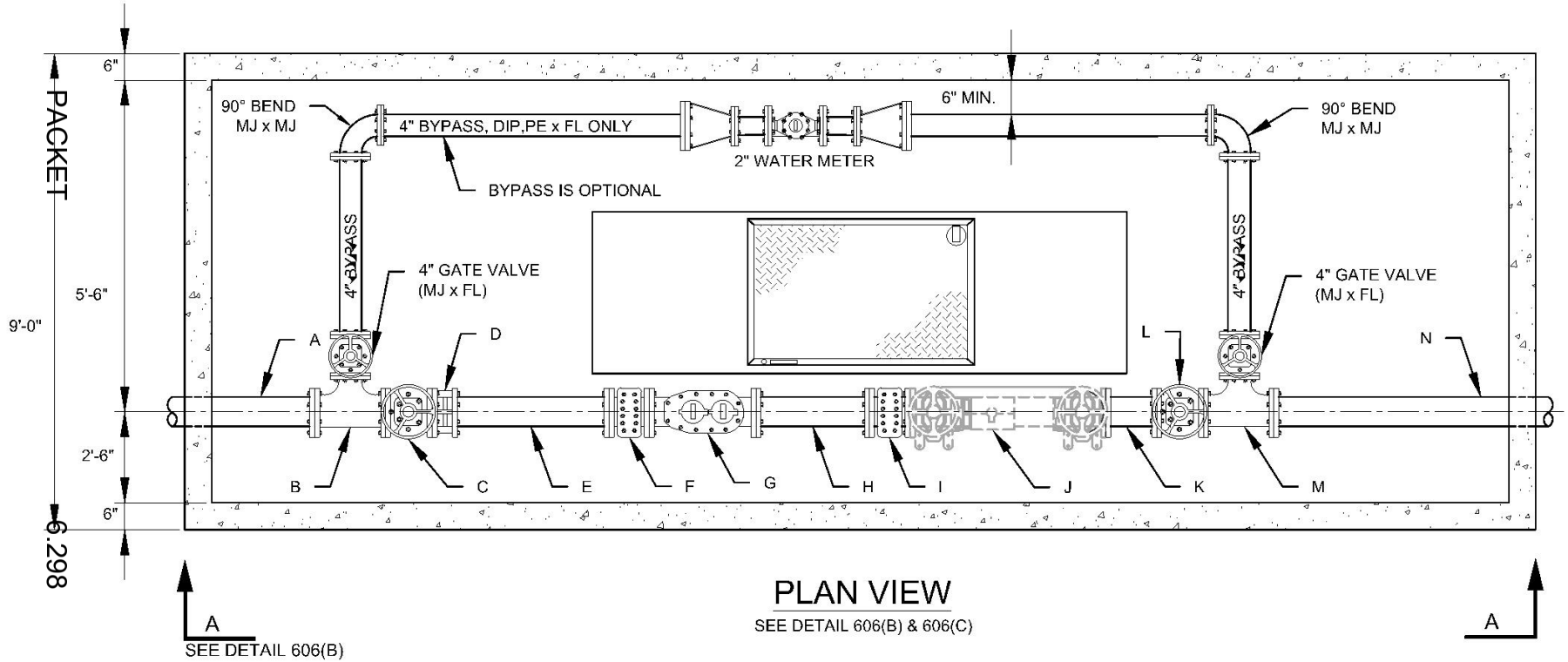
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 171.0" - OR - 14.25'

**** 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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| PACKET | 3 - INCH COMPOUND METER & VAULT | September 26, 2023 | 605(C) |
| | 6.297 | | |




## PLAN VIEW

SEE DETAIL 606(B) & 606(C)

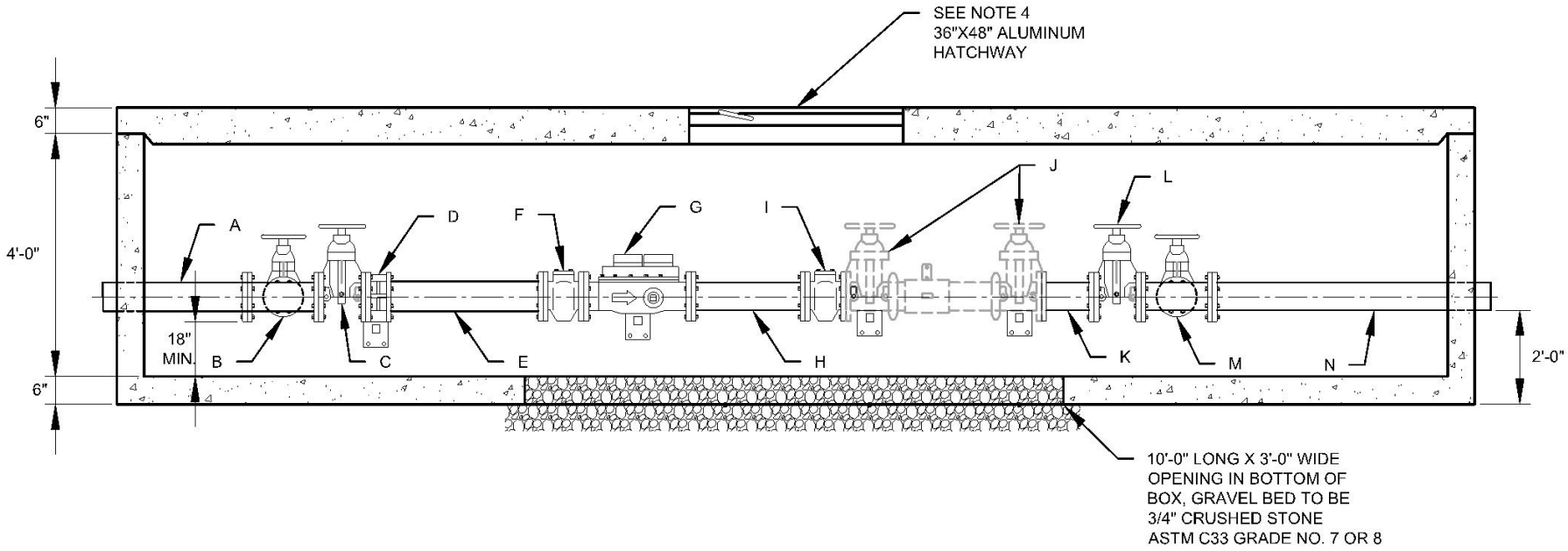
NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS I/II 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.

September 26, 2023

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JHC | 4 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES | | 606(A) |
| APPROVED: MCC | | | |




## SECTION VIEW 'A-A'

SEE DETAIL 606(A) & 606(C)

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JHC<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | 4 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES | | 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

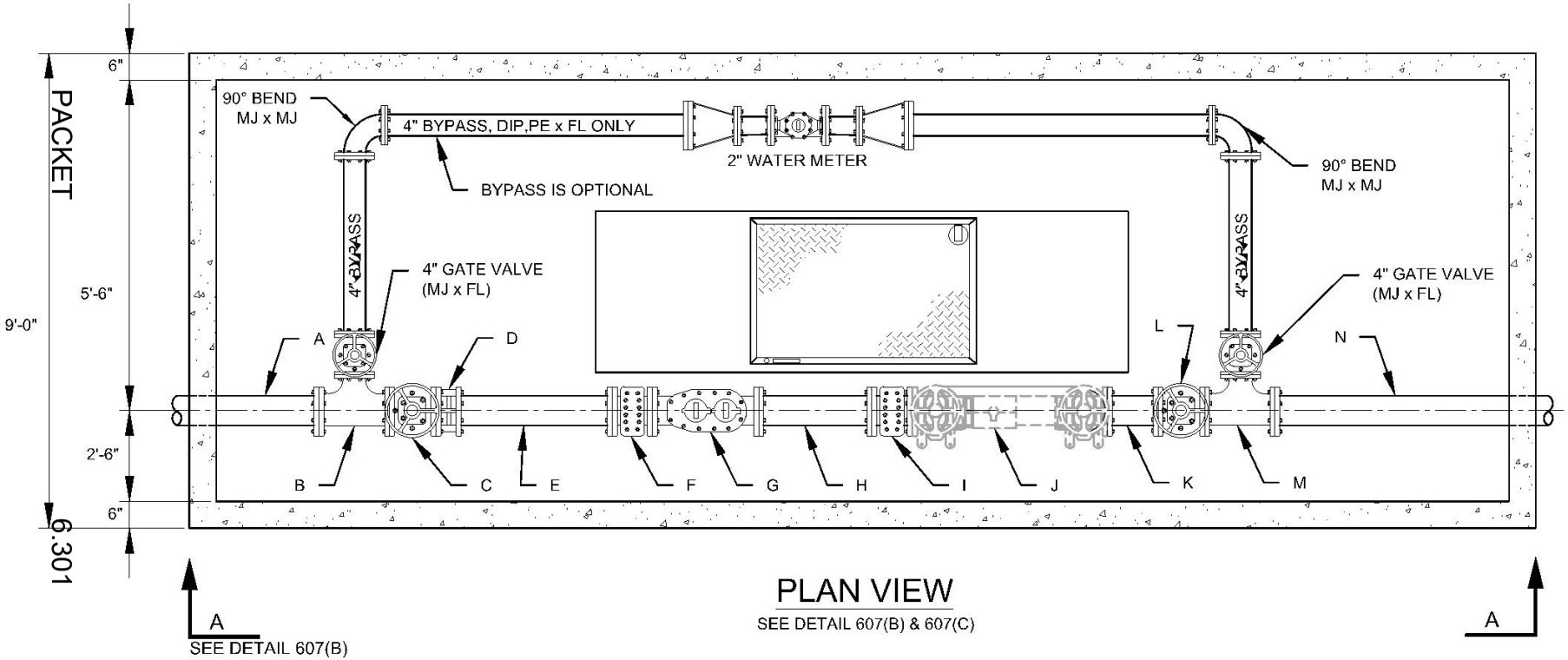
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 188.0" - OR - 15.67'

**** 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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| PACKET | 4 - INCH COMPOUND METER 6.300 & VAULT | September 26, 2023 | 606(C) |




## PLAN VIEW

SEE DETAIL 607(B) & 607(C)

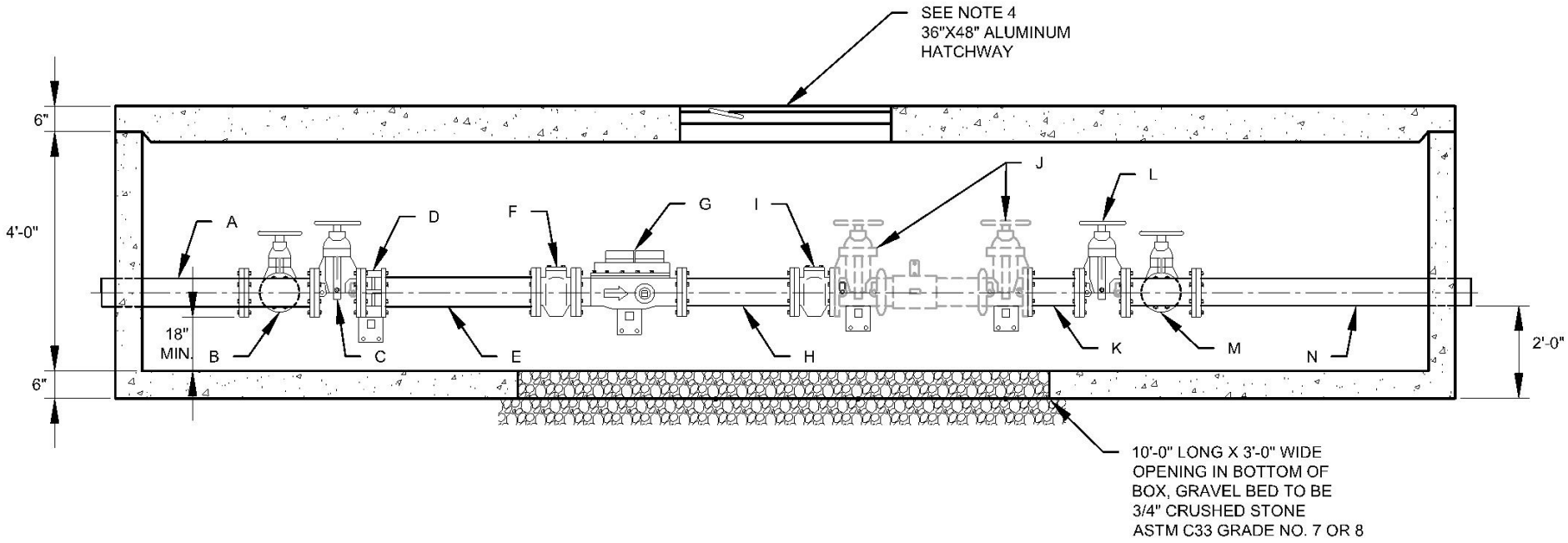
NOTES:

1. ALL FITTINGS COMPACT OR STD DUCTILE IRON.
2. ALL MJ FITTING TO BE RESTRAINED.
3. CLASS I/II 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.

September 26, 2023

MIDLAND Engineering Services

| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
|---|---|---|---|
| CHECKED: JHC | 6 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES | | 607(A) |
| APPROVED: MCC | | | |




## SECTION VIEW 'A-A'

SEE DETAIL 607(B) & 607(C)

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JHC<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | 6 INCH DOMESTIC COMPOUND WATER METER ASSEMBLIES | | 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

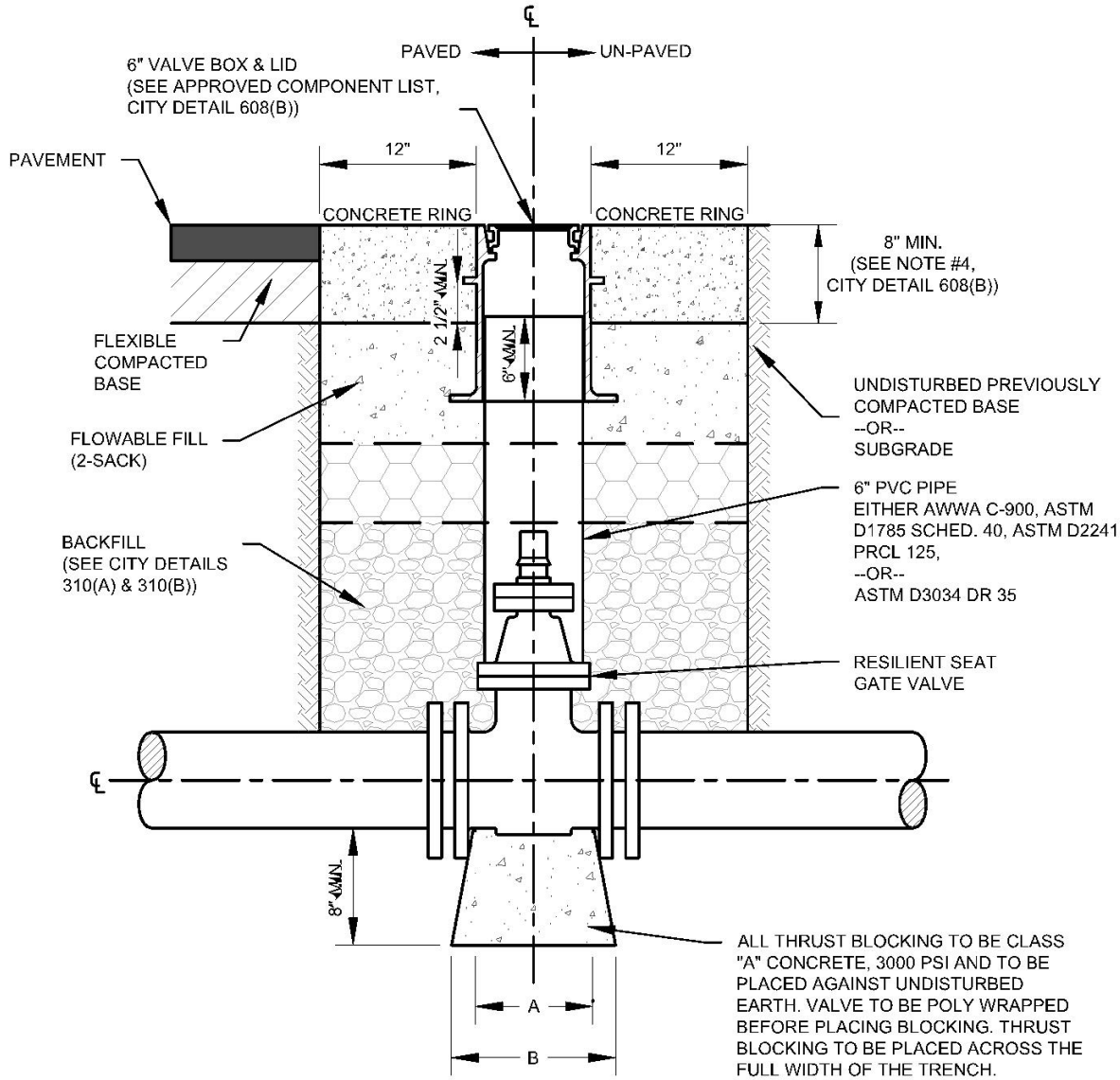
*** TOTAL INSIDE VAULT LENGTH WITH BACKFLOW PREVENTER = 232.5" - OR - 19.38'

**** 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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| PACKET | 6 - INCH COMPOUND METER 6.303 & VAULT | September 26, 2023 | 607(C) |




MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | TYPICAL VALVE AND VALVE BOX | | 608(A) |
| APPROVED: MCC | | | |

PACKET 6.305 September 26, 2023

| 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 | CL0W 2838 M/J | CL0W 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.

MIDLAND Engineering Services

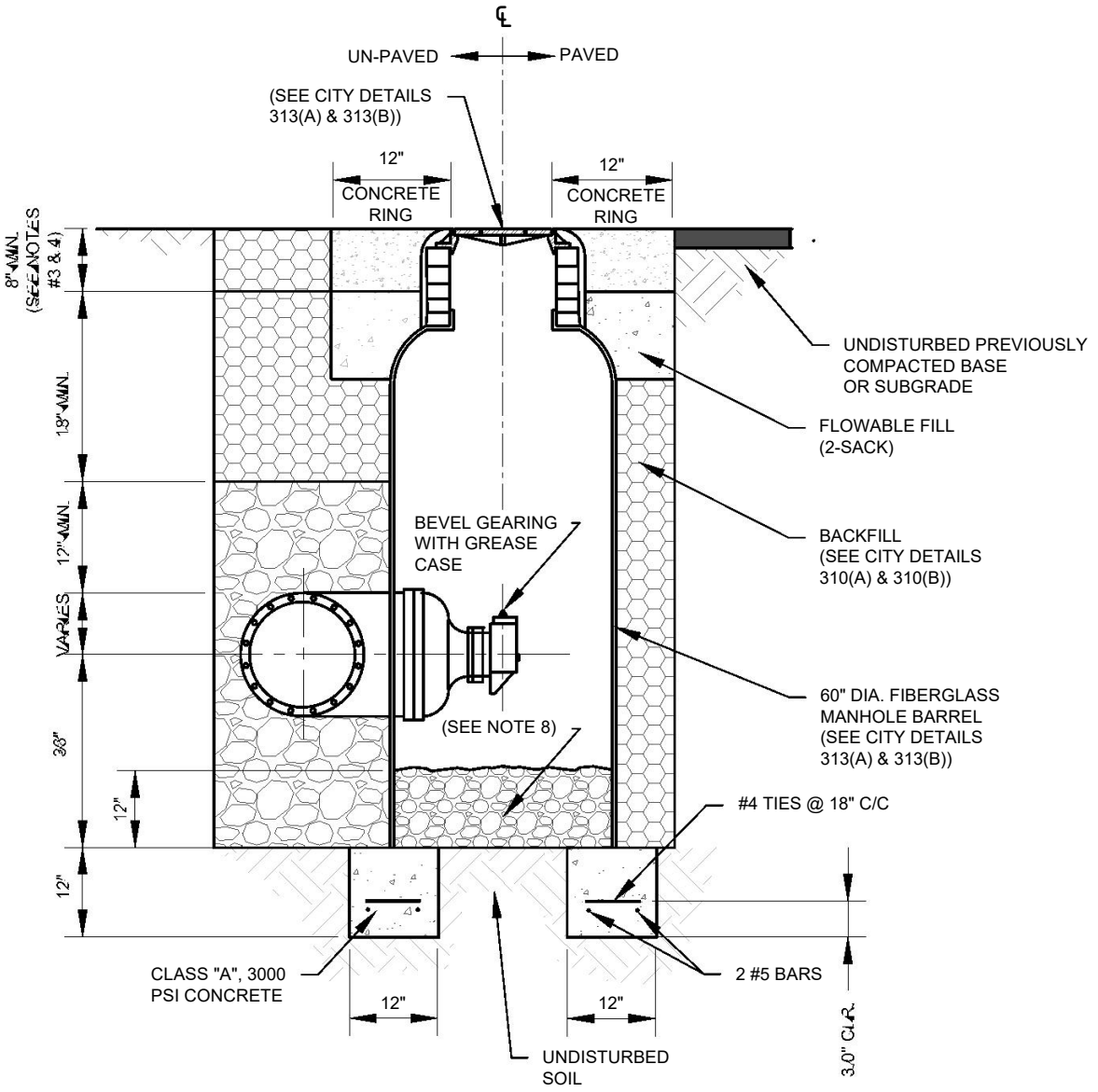
DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018

SCALE: NTS

DETAIL: 608(B)

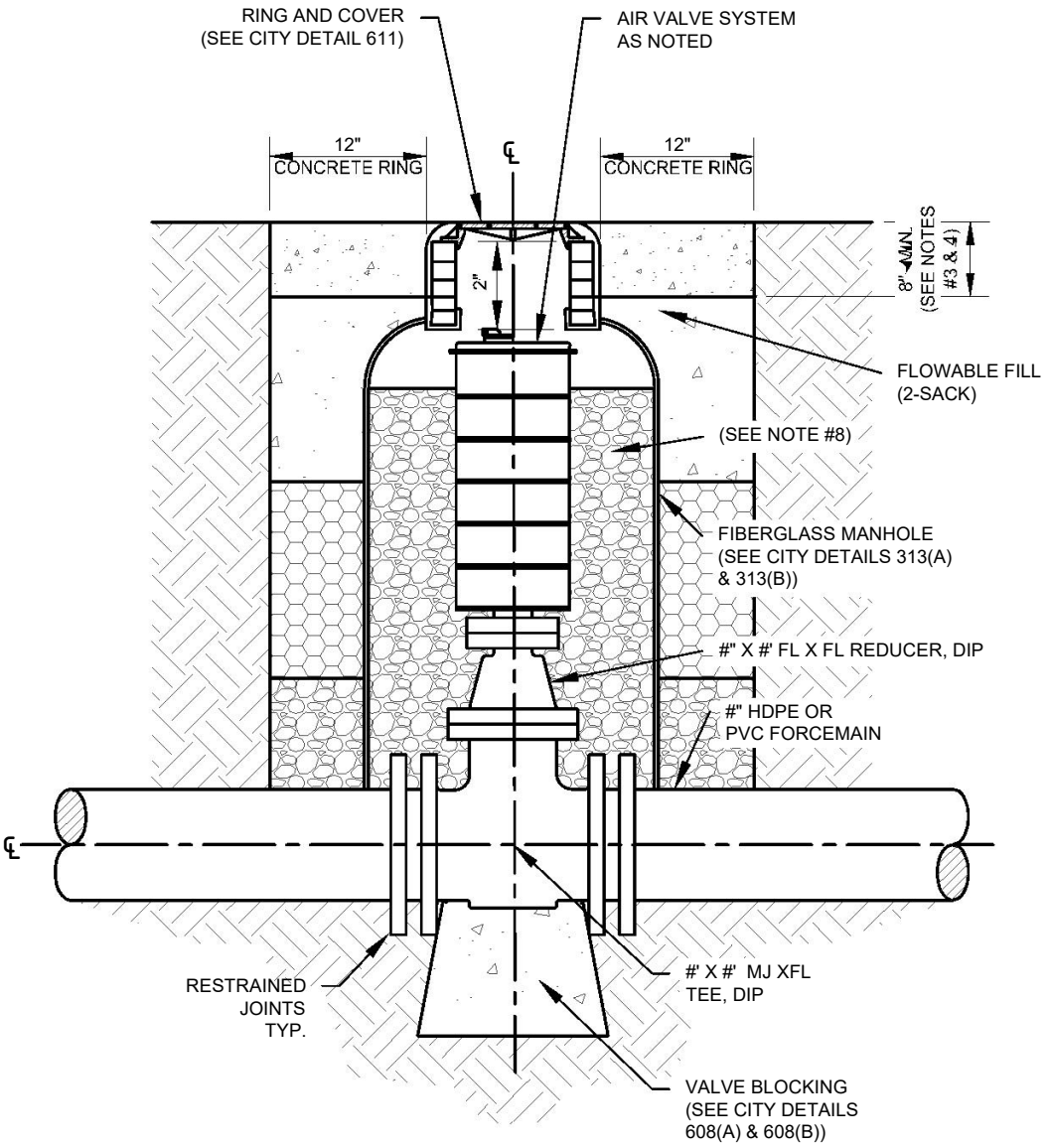
# TYPICAL VALVE AND VALVE BOX DETAILS




NOTES:

1. THIS DETAIL IS FOR 16" GATE VALVES AND LARGER. SEPARATE DESIGN FOR GATE VALVES LARGER THAT 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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | HORIZONTAL GATE VALVE AND VAULT | | 609 |

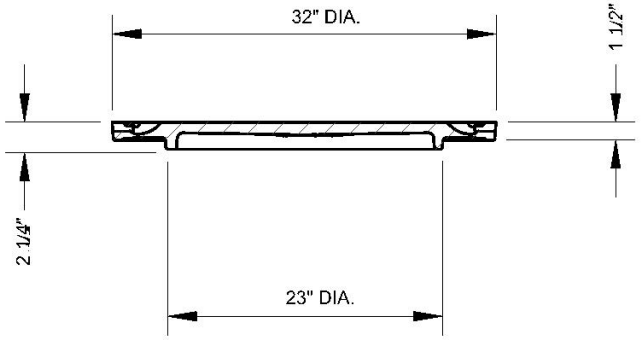



NOTES:

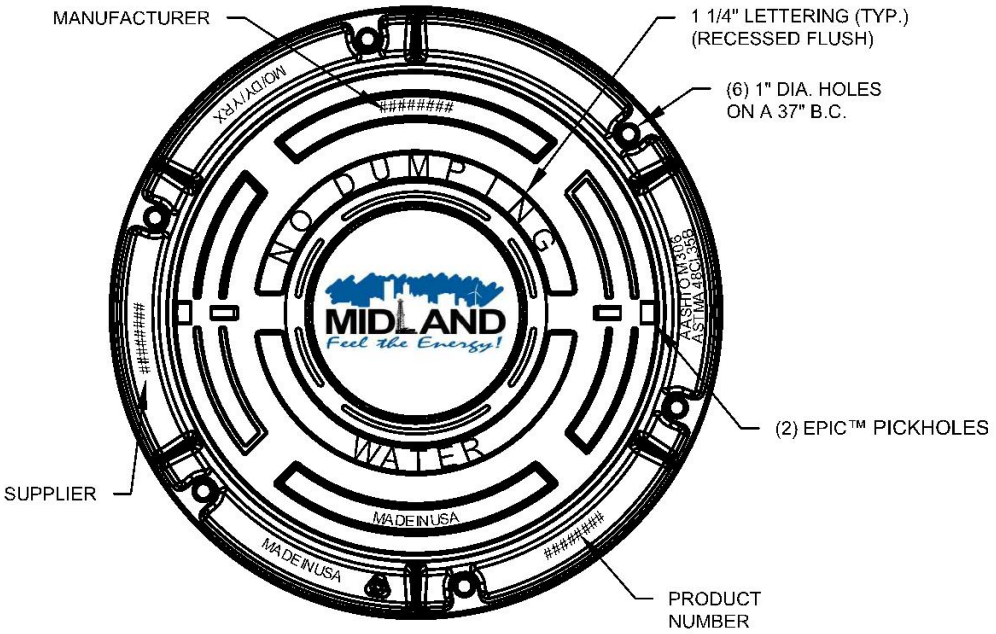
1. USE AN A.R.I. D060CHF03SB-32-SSF 3" CONBINATION AIR VALVE, SUB-SURFACE, FLANGED INLET, SHORT, STAINLESS STEEL KNIFE GATE HOUSING OR APPROVED EQUAL FOR ALL AIR VALVE INSTALLATIONS.
2. EQUIP EACH AIR VALVE SYSTEM WITH A NON-SLAM, DISCHARGE THROTTLING ATTACHMENT (SLOW RELEASE ONE WAY ATTACHMENT).
3. 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.

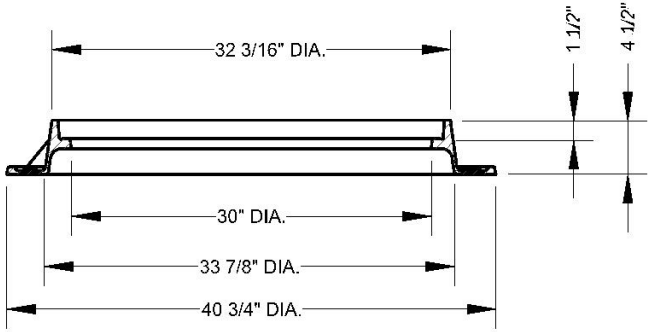
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: UEP 04 | SCALE: NTS | DETAIL: |
| | WATER AIR RELIEF VALVE | | 610 |

PACKET 6.308 September 26, 2023

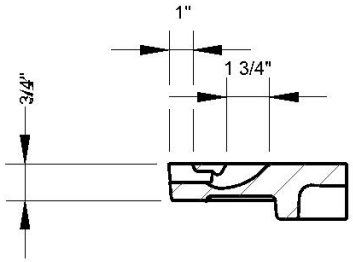



COVER SECTION




FRAME SECTION




PICKHOLE DETAIL

NOTES:

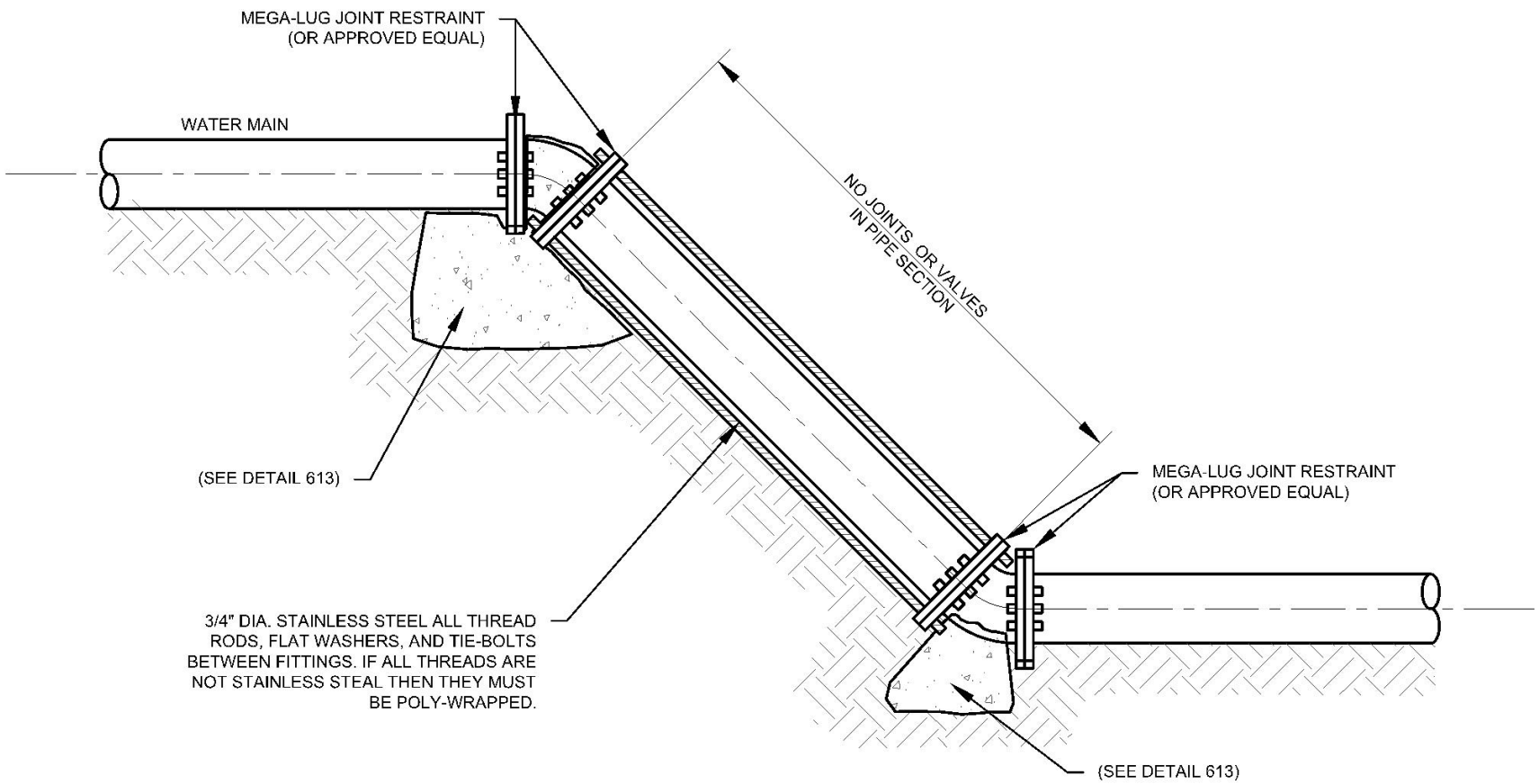
1. MANHOLE COVERS TO BE CAST WITH THE FOLLOWING:
   "NO DUMPING"
   CITY OF MIDLAND LOGO
   "WATER"

   EAST JORDAN V1420Z1/V1430A ASSEMBLY OR APPROVED EQUAL

2. MATERIAL 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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | WATER HORIZONTAL & AIR RELIEF VALVE COVER | | 611 |




NOTES:

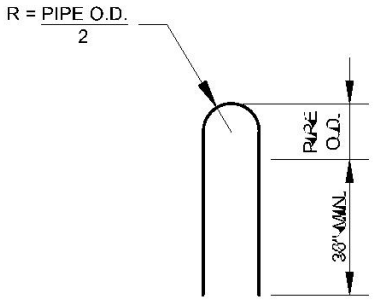
1. FORM ALL CONCRETE THRUST BLOCKING. DO NOT PLACE UN-FORMED THRUST BLOCKING.
2. ALL THRUST BLOCKING TO BE CLASS "A" CONCRETE, 3000 PSI, AND TO BE PLACED AGAINST UNDISTURBED EARTH. USE FIBER REINFORCEMENT THROUGHOUT.
3. FITTINGS TO BE POLY WRAPPED BEFORE BLOCKING IS PLACED.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 612 |
| | | WATER MAIN VERTICAL OFFSET | | |

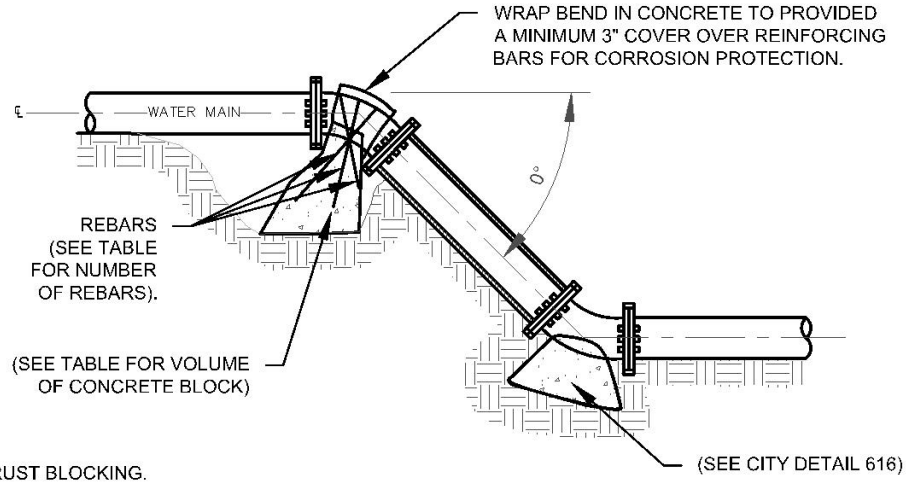
| DIA. OF PIPE | DEGREE OF BEND θ | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 11 1/4° | | 22 1/2° | | 45° | | 90° | |
| | VOLUME BLOCK | REBAR NO. SIZE | VOLUME BLOCK | REBAR NO. SIZE | VOLUME BLOCK | REBAR NO. SIZE | VOLUME BLOCK | REBAR NO. SIZE |
| 4" | 3 C.F. | 2-#3 | 6 C.F. | 2-#3 | 12 C.F. | 2-#3 | 22 C.F. | 2-#3 |
| 6" | 7 C.F. | 2-#3 | 13 C.F. | 2-#3 | 26 C.F. | 2-#3 | 1.0 C.Y. | 2-#3 |
| 8" | 12 C.F. | 2-#3 | 24 C.F. | 2-#3 | 2.0 C.Y. | 2-#4 | 3.0 C.Y. | 2-#4 |
| 10" | 19 C.F. | 2-#3 | 1.5 C.Y. | 2-#4 | 3.0 C.Y. | 2-#4 | 5.0 C.Y. | 2-#6 |
| 12" | 1.0 C.Y. | 2-#3 | 2.0 C.Y. | 2-#4 | 4.0 C.Y. | 2-#6 | 7.0 C.Y. | 2-#8 |
| 14" | 1.5 C.Y. | 2-#4 | 3.0 C.Y. | 2-#4 | 5.5 C.Y. | 2-#6 | * | * |
| 16" | 2.0 C.Y. | 2-#4 | 3.5 C.Y. | 2-#4 | 7.0 C.Y. | 2-#7 | * | * |

BLOCK FOR EXTERNAL VERTICAL BENDS
DESIGN PRESSURE 180 PSI

* BLOCKING FOR 14" AND 16" 90° BENDS AND FOR ALL BENDS LARGER THAN 16" WILL BE SHOWN ON THE PLANS.




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.

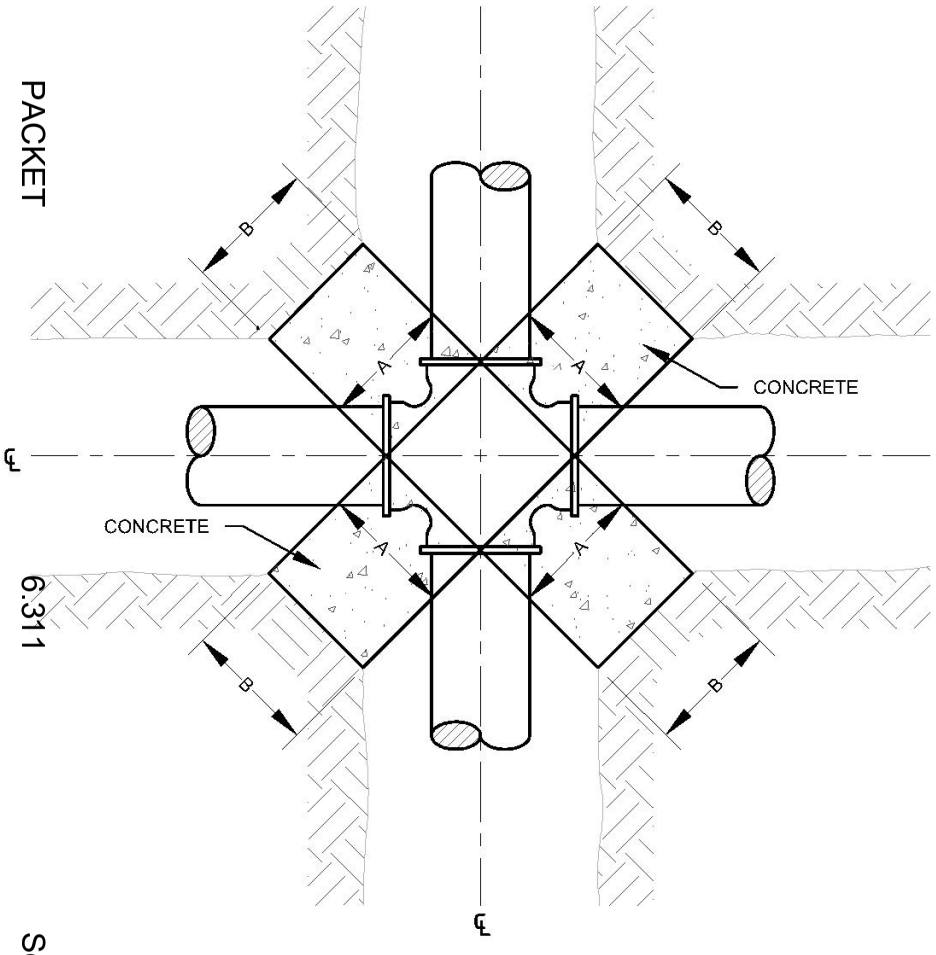
MIDLAND Engineering Services

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 613

# BLOCKING FOR VERTICAL BEND

PACKET




CROSS BLOCKING

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.

6.311

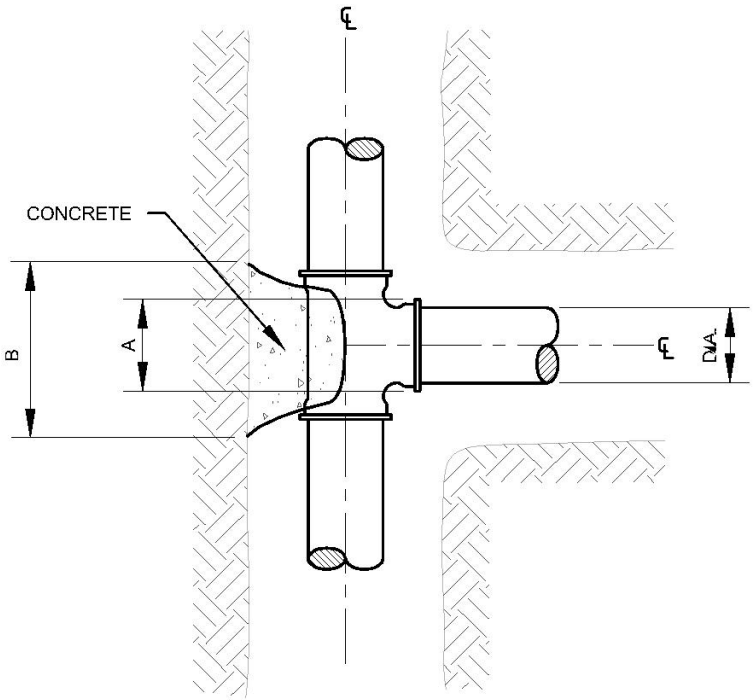
September 26, 2023

MIDLAND Engineering Services

| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: | 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | BLOCKING FOR CROSS | | | 614 |
| APPROVED: MCC | | | | |

PACKET

6.312




TEE

"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

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.

September 26, 2023

MIDLAND Engineering Services

DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL:

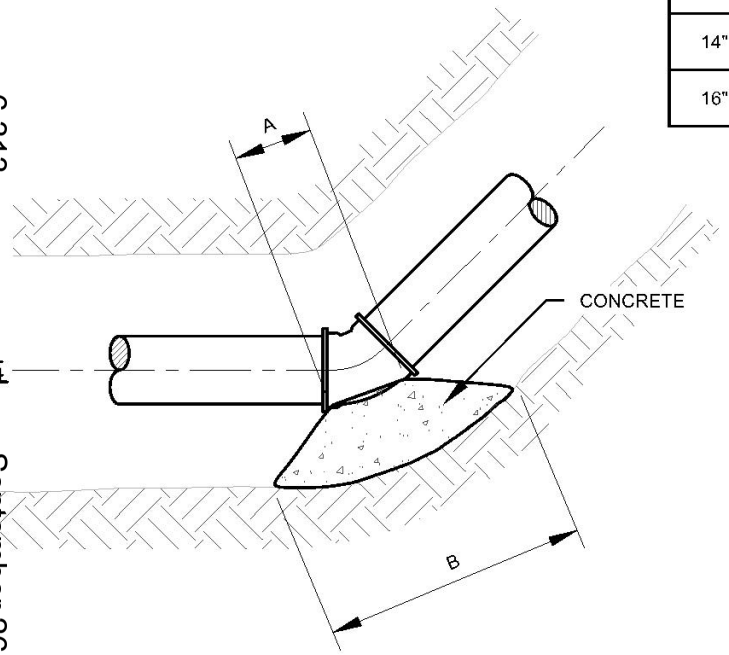
# BLOCKING FOR TEE

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° | | | 90° | | |
| | 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'-5" | 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.

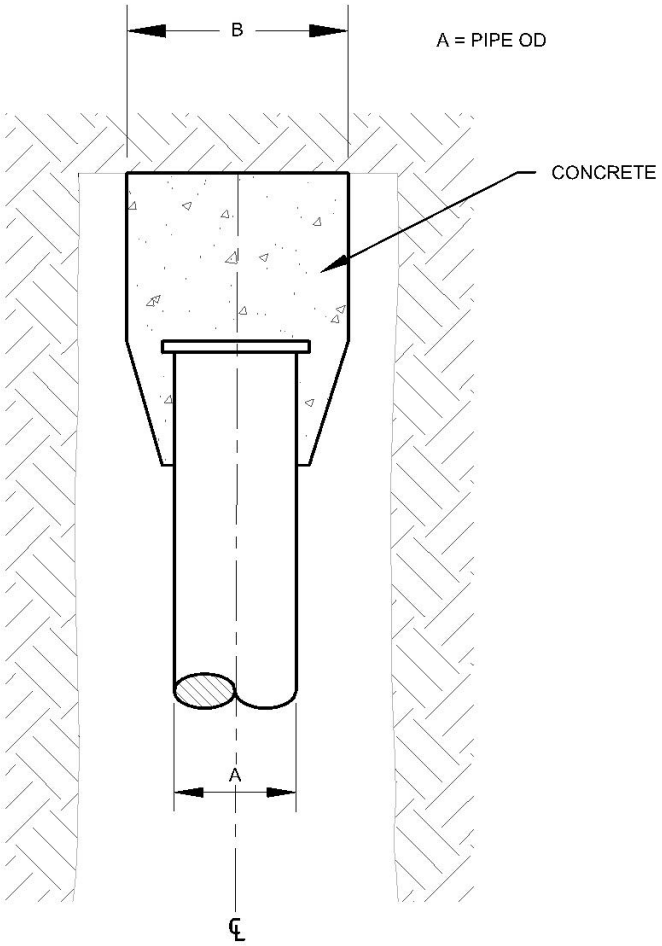
MIDLAND Engineering Services

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" |

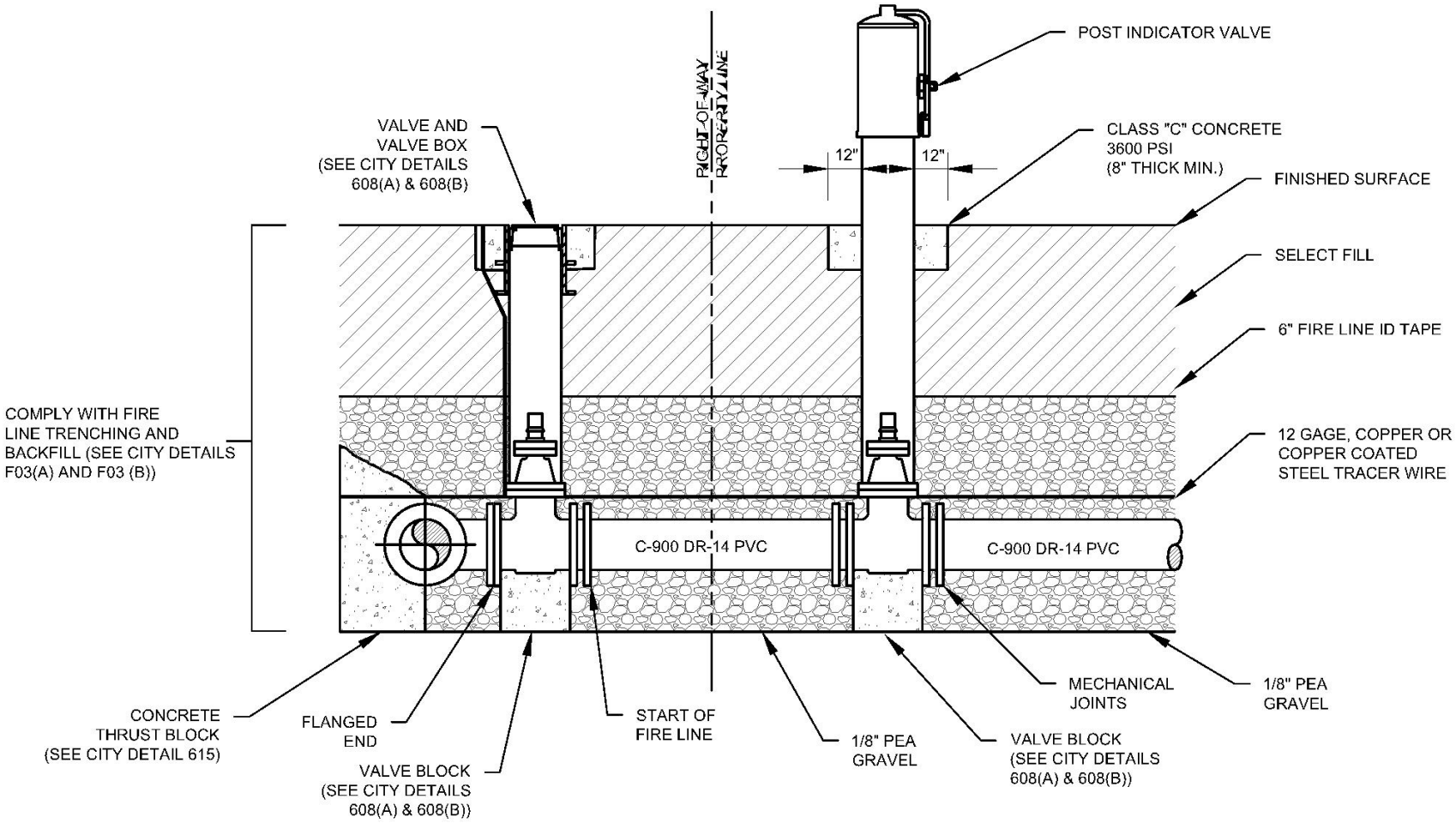
*C - VERTICAL DEPTH OF CONCRETE BEARING ON UNDISTURBED EARTH

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.

MIDLAND Engineering Services

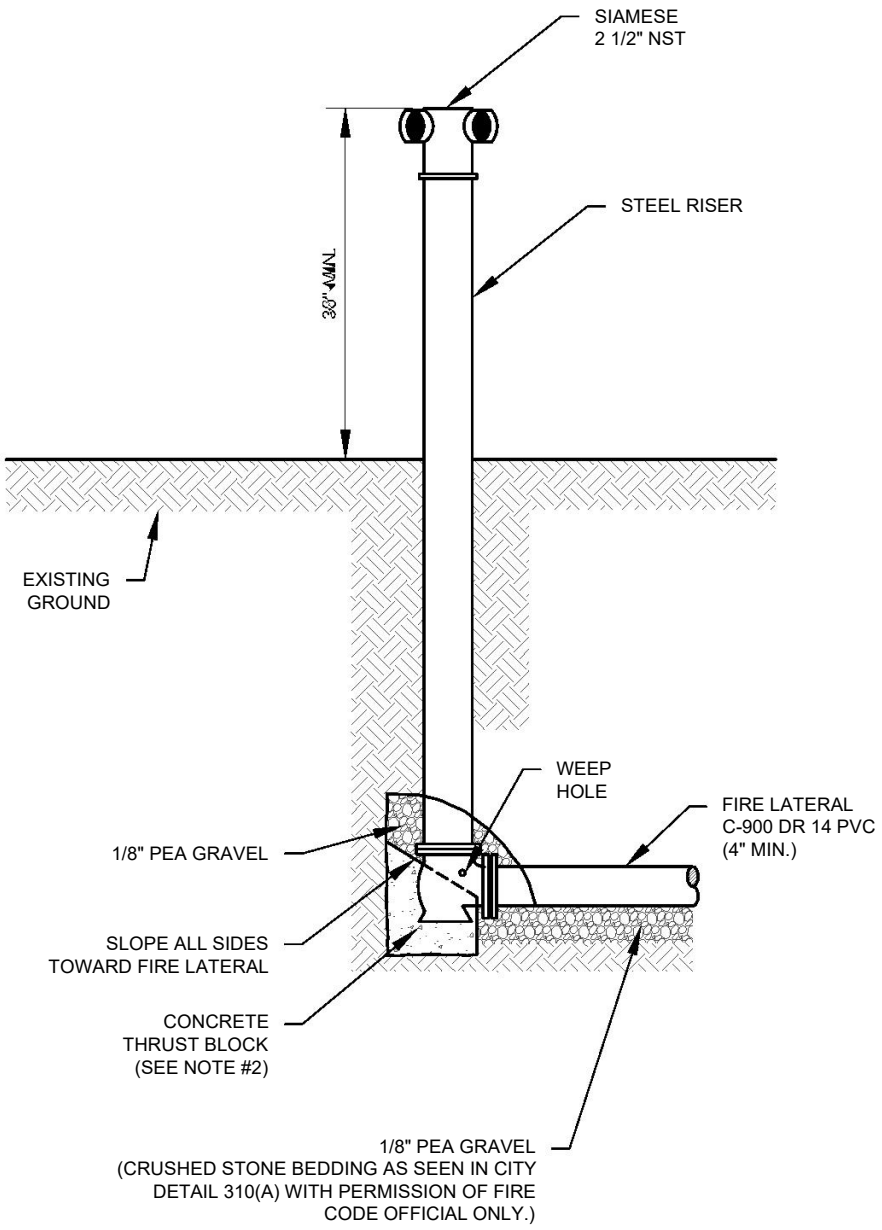
| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: | 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | BLOCKING FOR CAP | | | 617 |
| APPROVED: MCC | | | | |




NOTES:

1. ALL VALVE BOXES TO BE SET IN CONCRETE COLLARS AND BE FLUSH WITH THE FINAL SURFACE GRADE.
2. 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.
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.

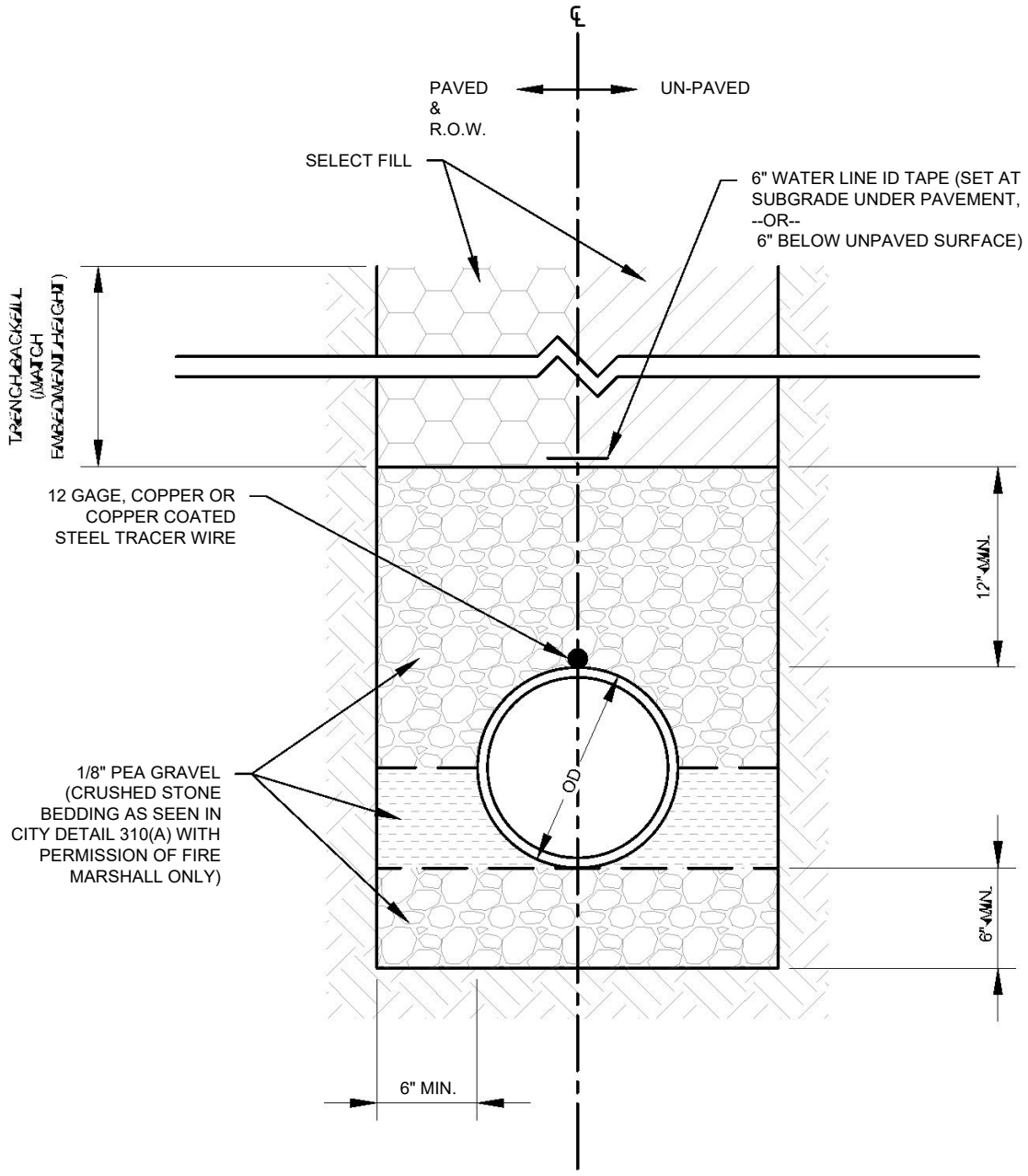
| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | FIRE SERVICE LINE | | F01 |




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.

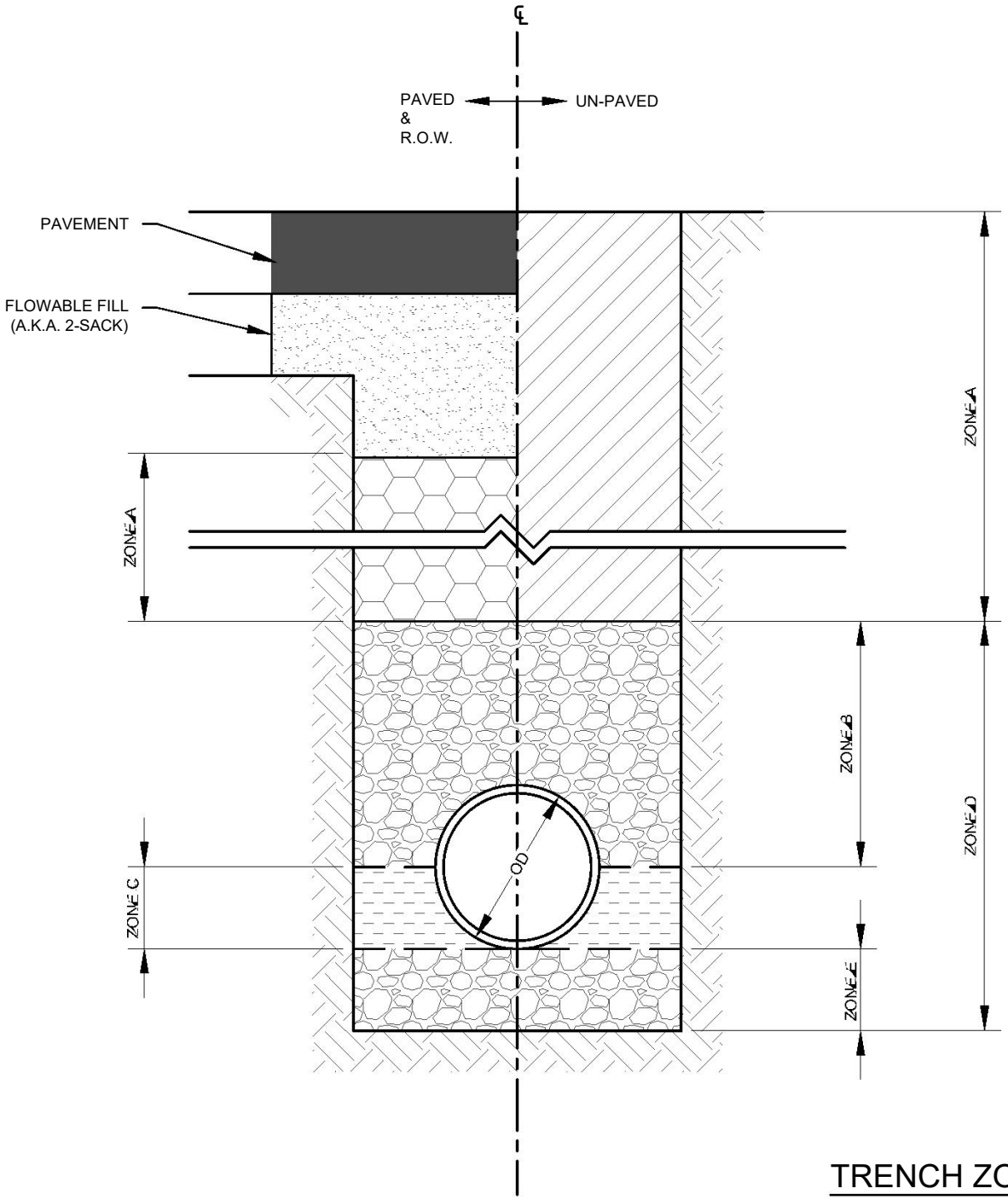
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | REMOTE FDC | September 26, 2023 | F02 |




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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | FIRE LINE TRENCHING AND BEDDING | | F03(A) |




## TRENCH ZONES:

ZONE A: TRENCH BACKFILL

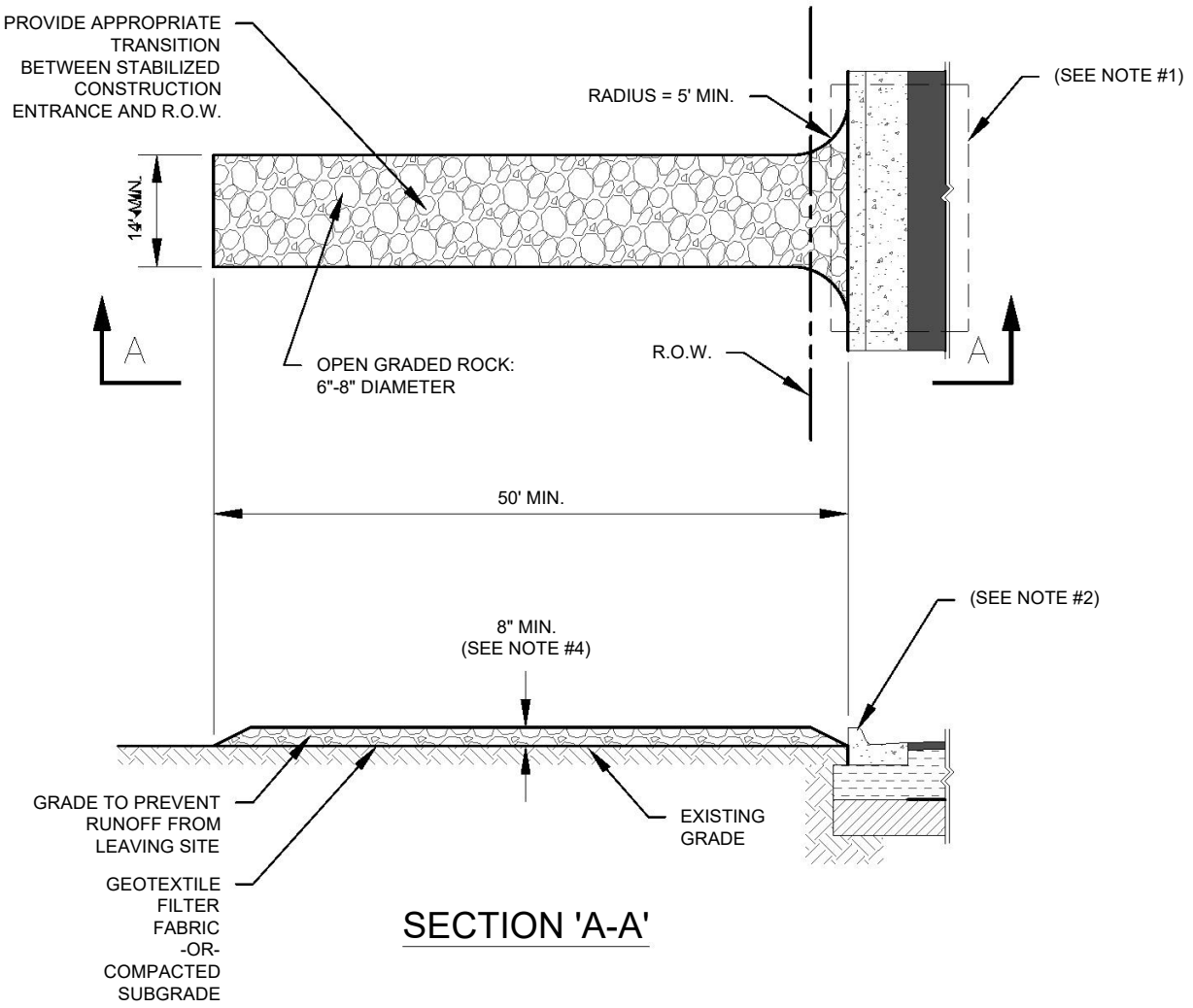
ZONE B: PIPE BACKFILL

ZONE C: HAUNCHING

ZONE D: PIPE EMBEDMENT

ZONE E: BEDDING

| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | FIRE LINE TRENCHING AND BEDDING | | F03(B) |

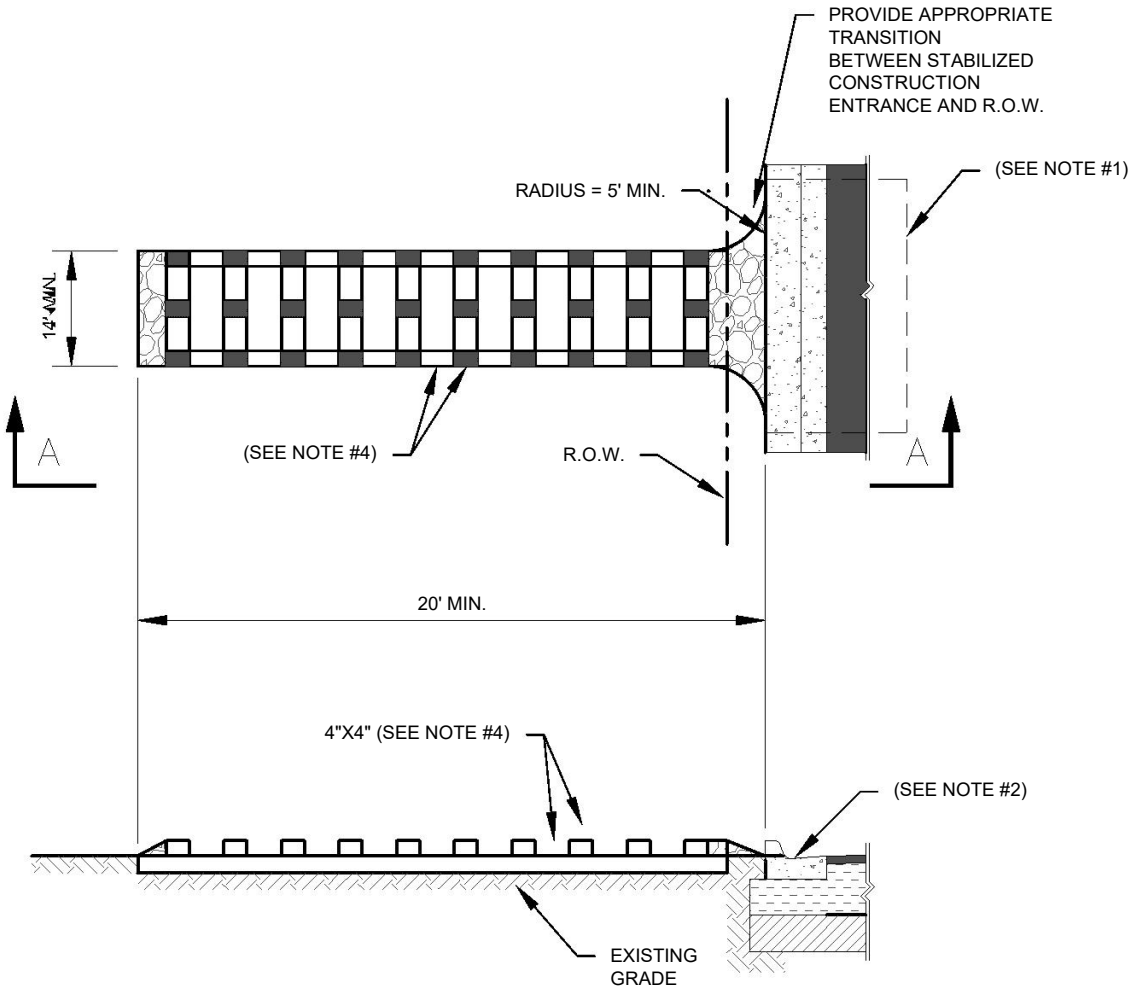



## SECTION 'A-A'

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 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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | STABILIZED CONSTRUCTION ENTRANCE OPTION 1 | | 701 |

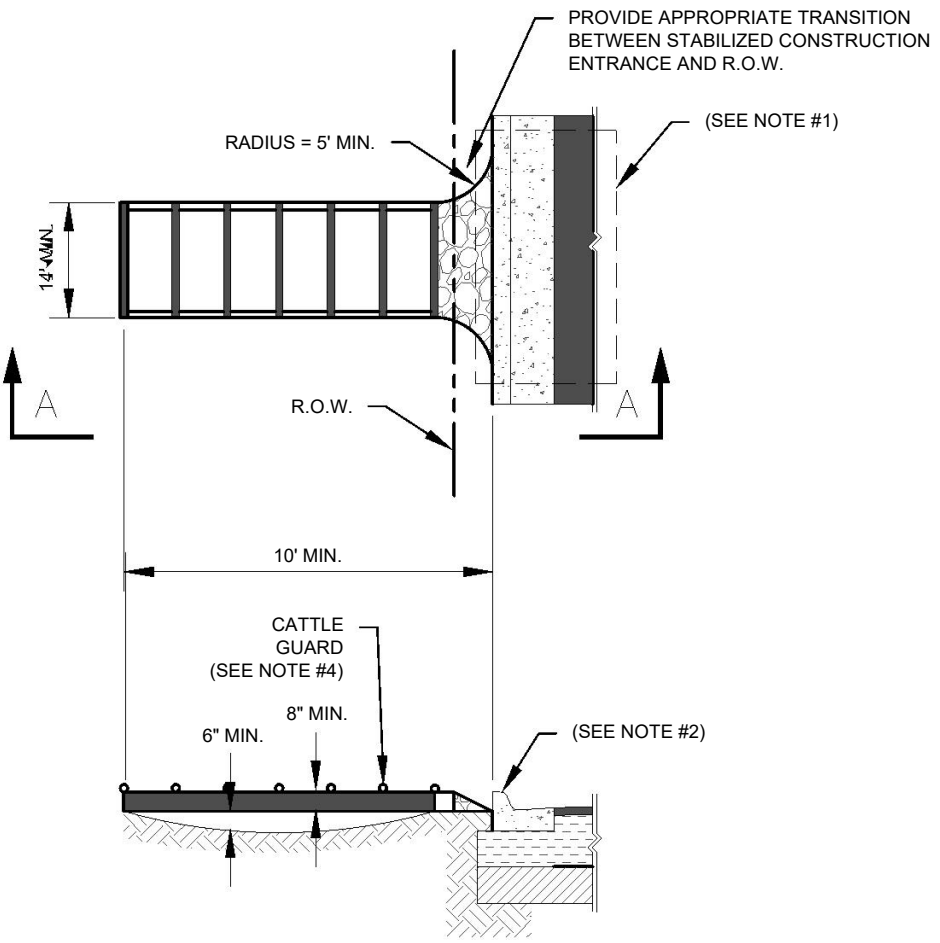



## SECTION 'A-A'

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | STABILIZED CONSTRUCTION ENTRANCE OPTION 2 | | 702 |

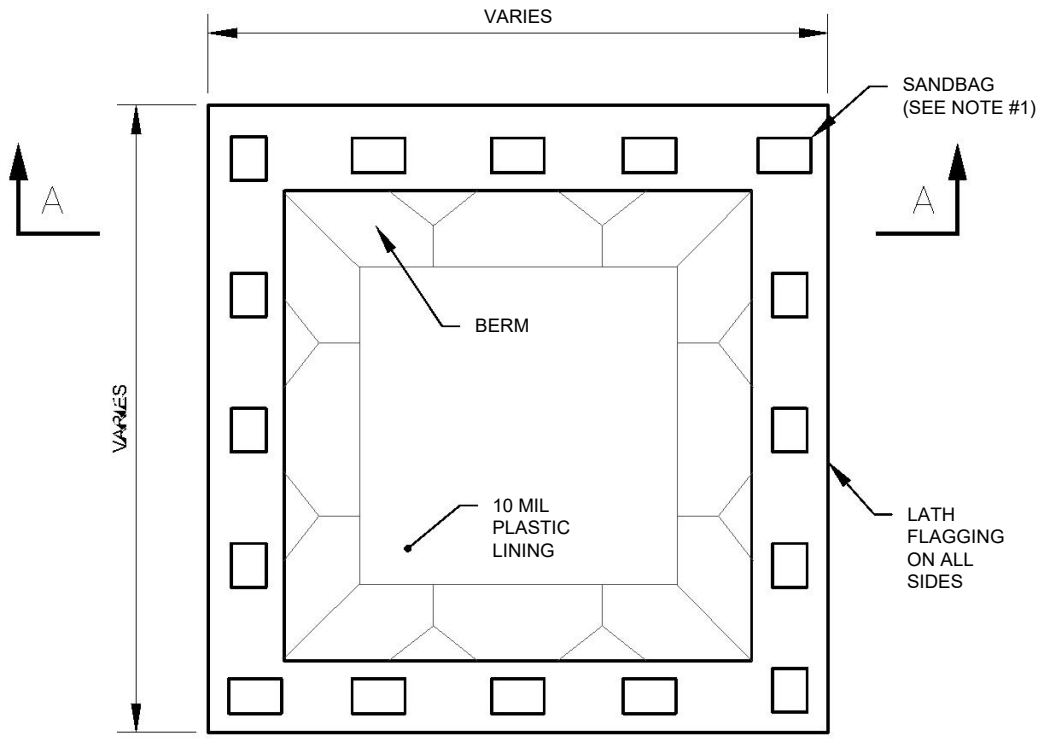



SECTION 'A-A'

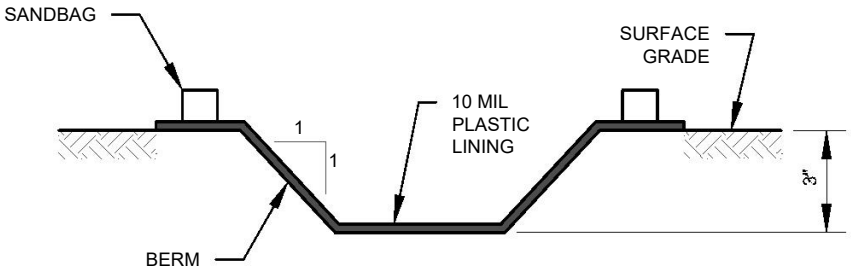
NOTES:

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | STABILIZED CONSTRUCTION ENTRANCE OPTION 3 | | 703 |




## DEPRESSED WASHOUT

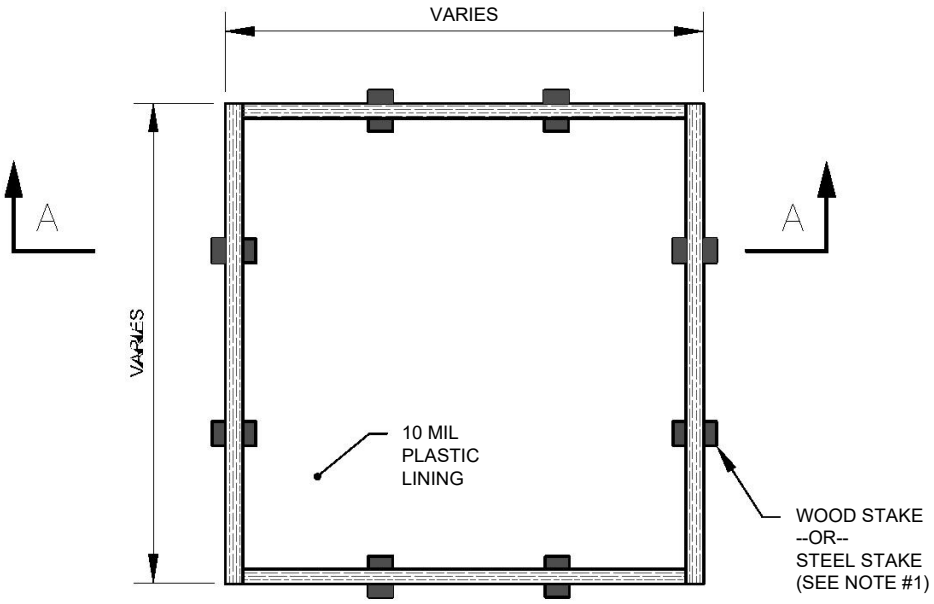



## SECTION 'A-A'

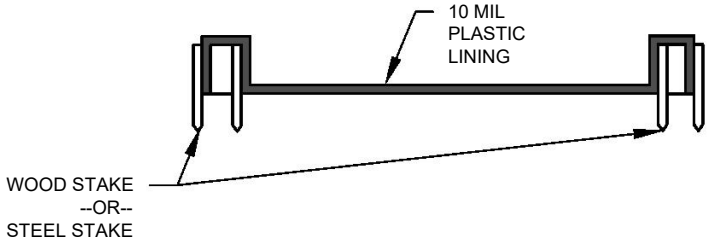
NOTES:

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | CONCRETE WASHOUT OPTION 1 | | 704 |




## ELEVATED WASHOUT

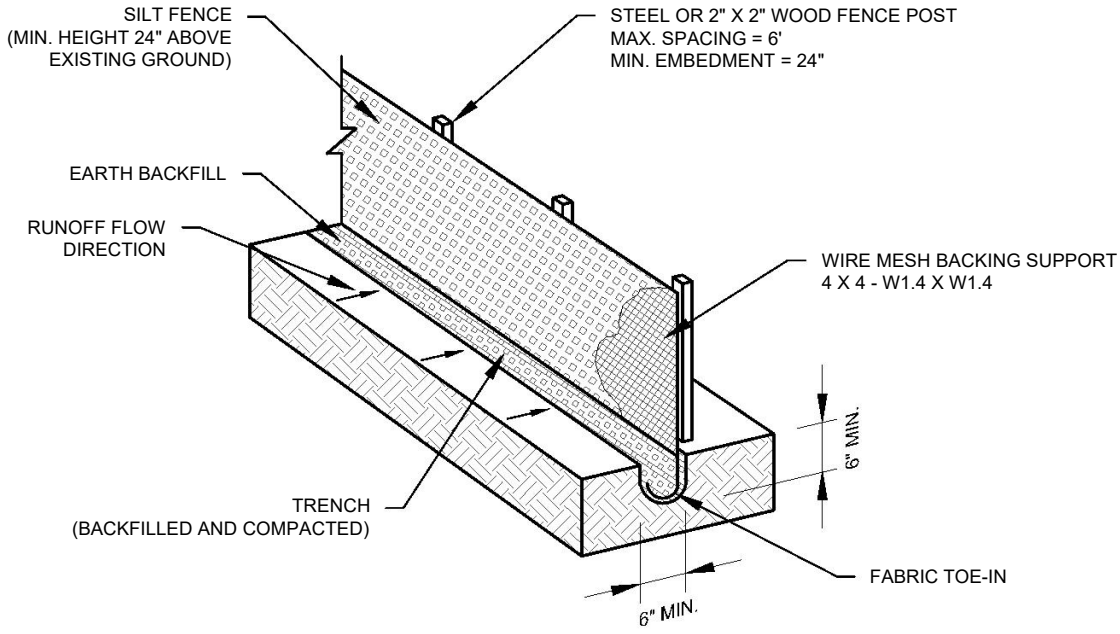



## SECTION 'A-A'

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.

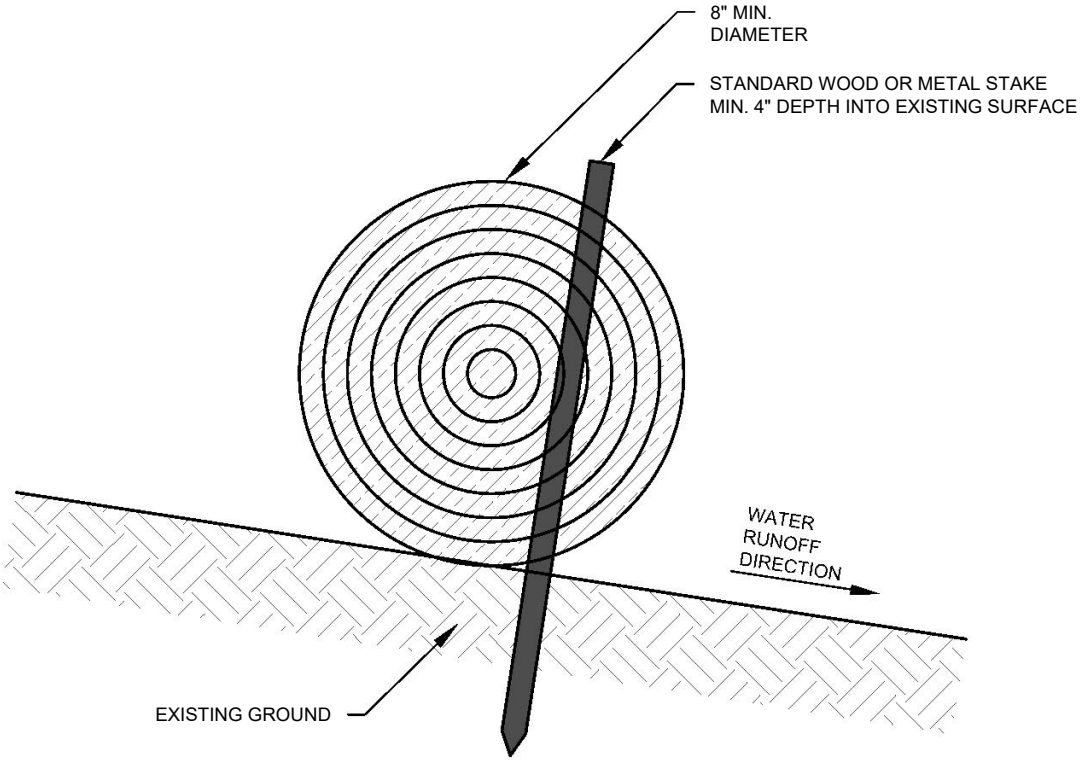
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | CONCRETE WASHOUT OPTION 2 | | 705 |




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.

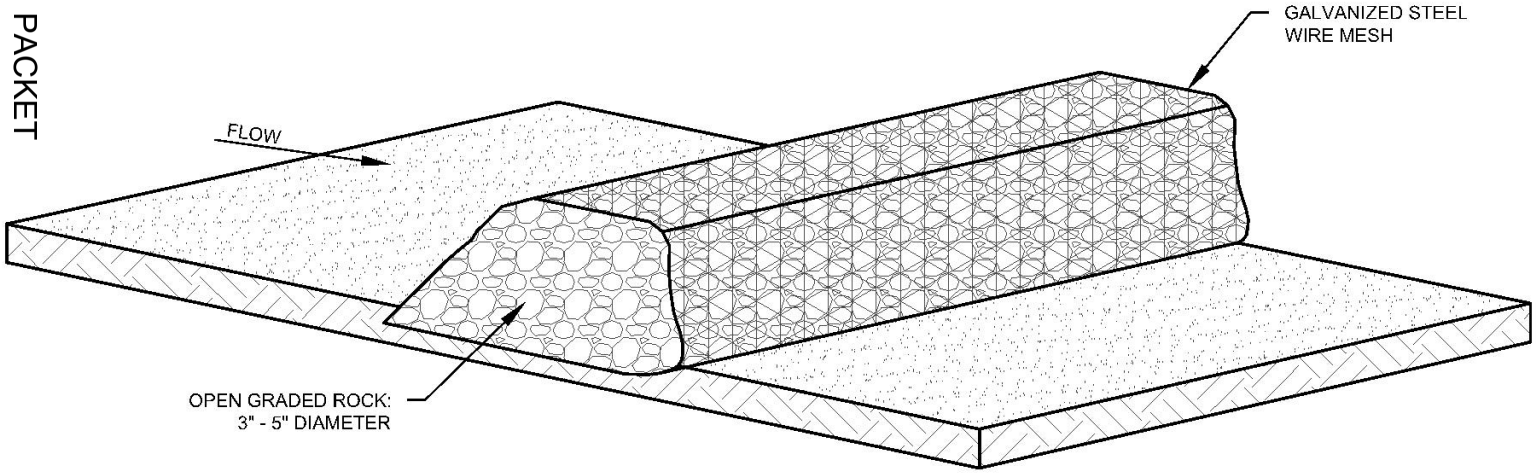
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | SILT FENCE | | 706 |



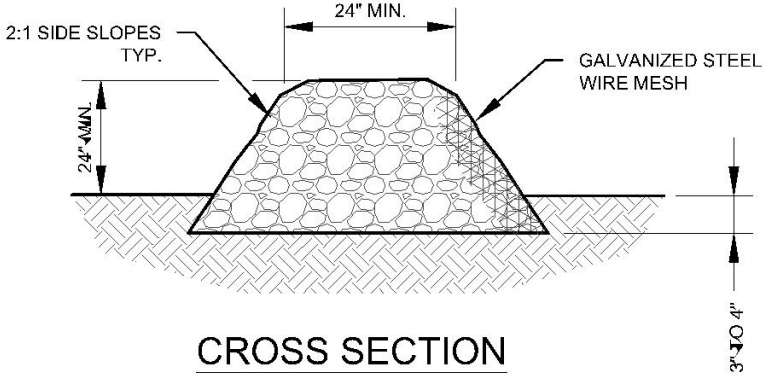

NOTES:

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | FILTER SOCK | | 707 |




ISOMETRIC VIEW

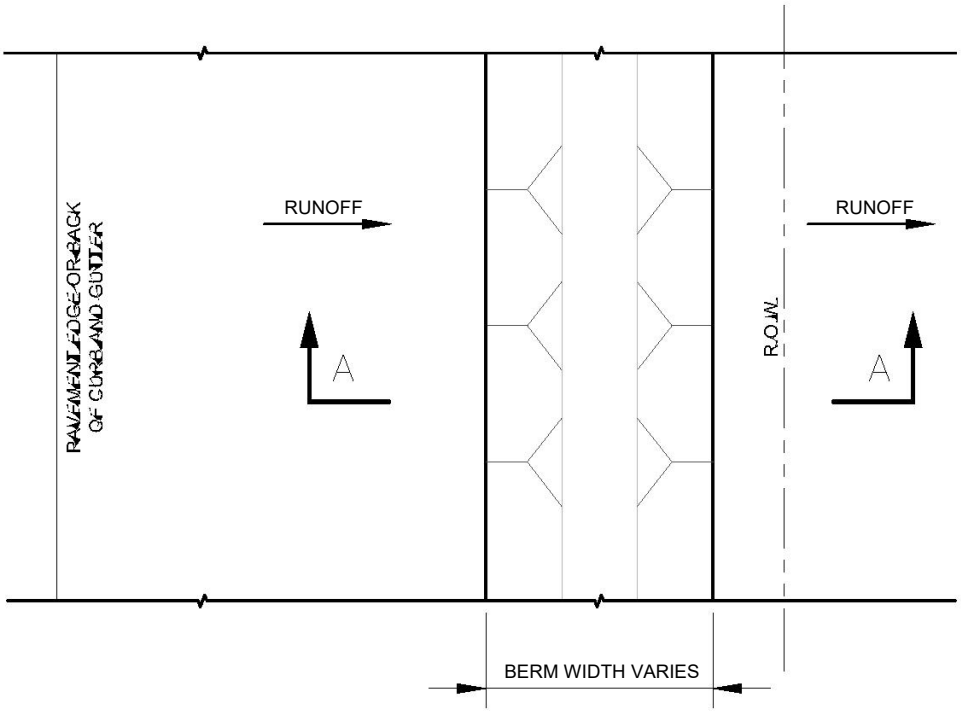



CROSS SECTION

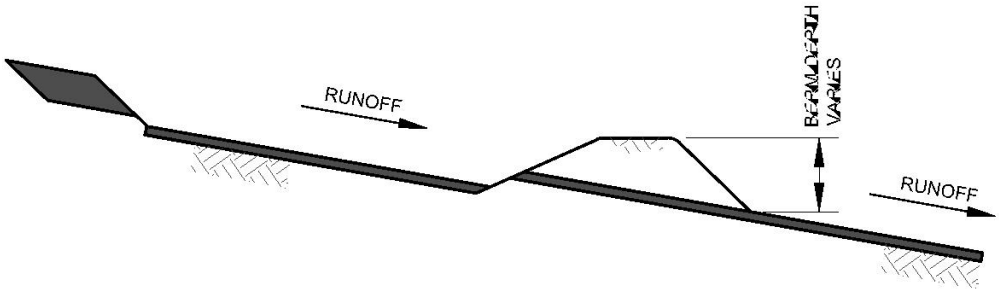
NOTES:

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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | ROCK FILTER DAM | | 708 |




PLAN

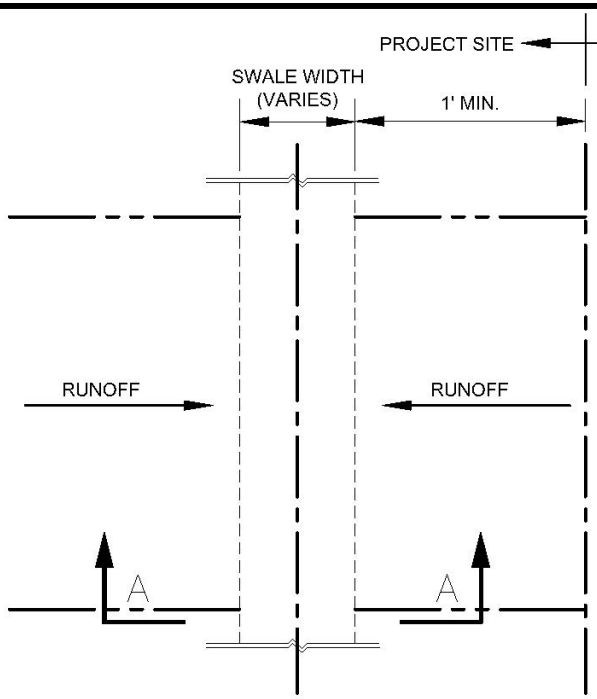



SECTION 'A-A'

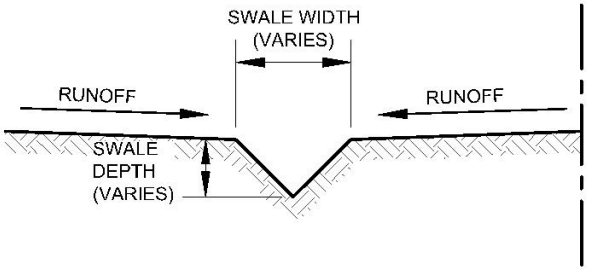
NOTES:

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | WIND ROW BERM | | 709 |




DRAINAGE SWALE BUFFER




SECTION 'A-A'

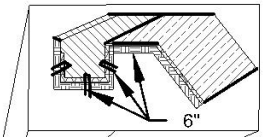
NOTES:

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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | | DRAINAGE SWALE BUFFER | | 710 |

BACKFILL AND COMPACT DIRT IN THE 6 INCH X 6 INCH TRENCH AFTER INSERTING STAPLES THROUGH THE MATERIAL.

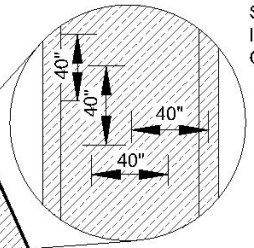
AS AN ALTERNATIVE TO TRENCHING WHEN TOP OF SLOPE IS RELATIVELY FLAT, EXTEND MATERIAL ABOUT 40 INCHES ON TOP OF THE GROUND AND RANDOMLY INSERT STAPLES THROUGH THE MATERIAL ABOUT 20 INCHES APART.

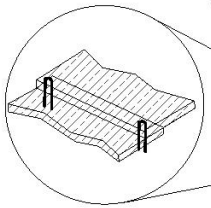



DIRECTION OF FLOW

INSERT STAPLES THROUGH THE BLANKET IN A 6 INCH X 6 INCH TRENCH WITH EACH PATTERN OF 3 STAPLES BEING ABOUT 20 INCHES APART.

STAPLES MUST BE INSERTED THROUGH OVERLAP MATERIAL.

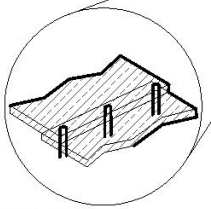


MAXIMUM STAPLE SPACING.

BLANKET MATERIAL MUST OVERLAP AT LEAST 6 INCHES AND STAPLES INSERTED THROUGH BOTH FABRICS AT A MAXIMUM SPACING OF 40 INCHES APART.

DIRECTION OF FLOW



AT END OF SLOPE, SECURE BLANKET MATERIAL BY INSERTING STAPLES ABOUT 20 INCHES APART THROUGH THE FABRIC.

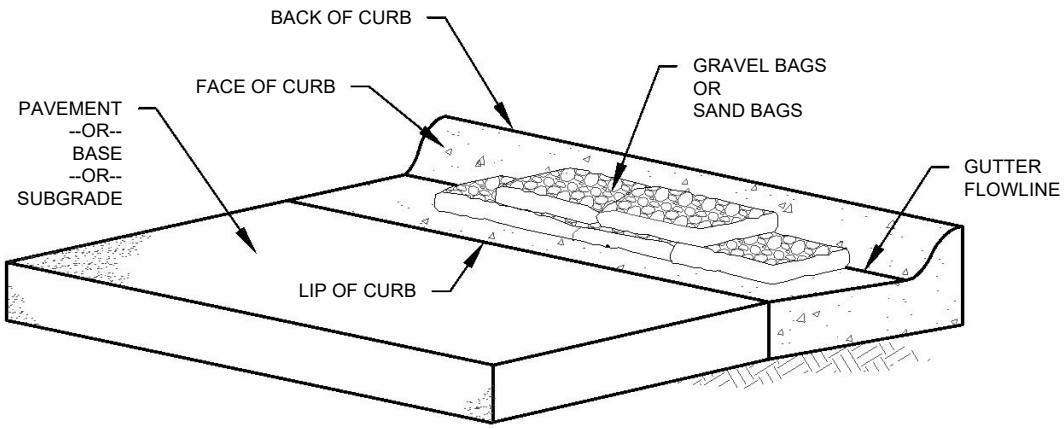
BLANKET MATERIAL MUST OVERLAP AT LEAST 6 INCHES AND STAPLES INSERTED THROUGH BOTH FABRICS AT A MAXIMUM SPACING OF 20 INCHES APART.

NOTES:

1. THE FOLLOWING PRODUCTS, OR AN EQUAL APPROVED BY THE ENGINEERING SERVICES REPRESENTATIVE MAY BE USED;
   ECS S-1 STANDARD STRAW
   ECS HIGH VELOCITY STRAW
   LANDLOK BON-TERRA S2, ENS2 OR ENCS2
   NORTH AMERICAN GREEN S75, S75BN, S150, S150BN, OR SC150
2. APPLY SEED AS RECOMMENDED BY MANUFACTURER'S SPECIFICATIONS.
3. LAY BLANKETS PARALLEL TO THE DIRECTION OF WATER FLOW. SPREAD BLANKETS EVENLY WITHOUT STRETCHING SO FIBERS ARE IN DIRECT CONTACT WITH THE SOIL.
4. BURY THE UPSLOPE END OF EACH BLANKET AT LEAST 6 INCHES IN A VERTICAL TRENCH WITH THE SOIL PRESSED FIRMLY AGAINST THE EMBEDDED MAT. ADDITIONAL CHECK TRENCHES AT 50 FEET INTERVALS MAY BE DESIRABLE ON STEEP GRADES OR LONG FLOW AREAS.
5. STAPLE STRIP ENDS AND END OVERLAPS WITH NOT MORE THAN 20 INCHES BETWEEN STAPLES. STAPLE ALL OTHER JOINTS AND EDGES AT 40 INCH INTERVALS.
6. USE U-SHAPED STAPLES TO ANCHOR BLANKETS THAT ARE 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 6 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
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.

MIDLAND Engineering Services

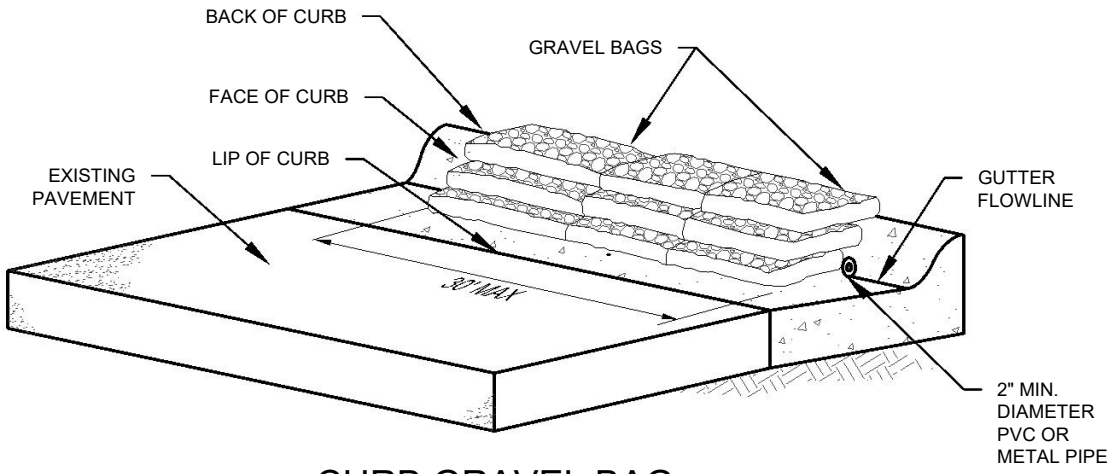
| | | | | |
|---|---|---|---|---|
| DRAWN: DPM | EFFECTIVE DATE: | 10/01/2018 | SCALE: NTS | DETAIL: |
| CHECKED: JCF | EROSION CONTROL BLANKET AND VEGETATION | | | 711 |
| APPROVED: MCC | | | | |



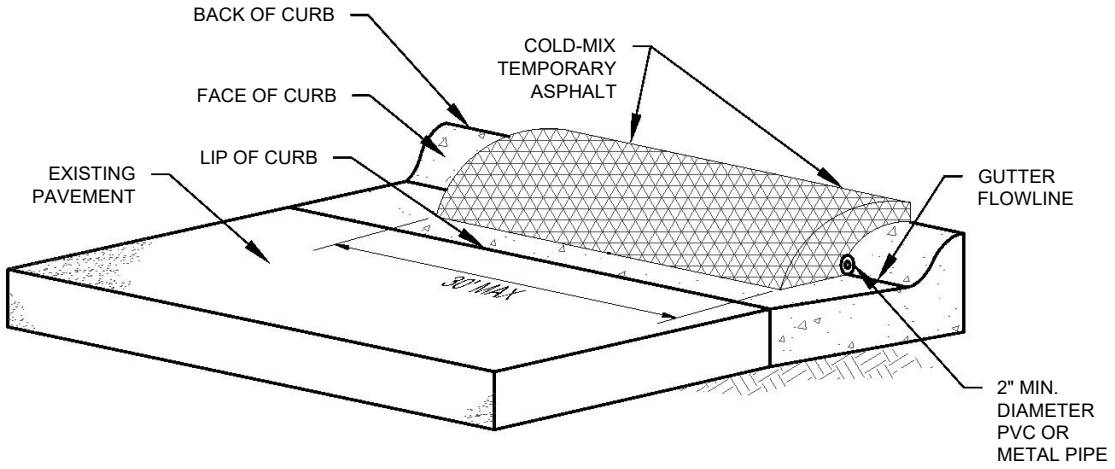

NOTES:

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | CURB GRAVEL OR SAND BAGS | | 712 |




## CURB GRAVEL BAG

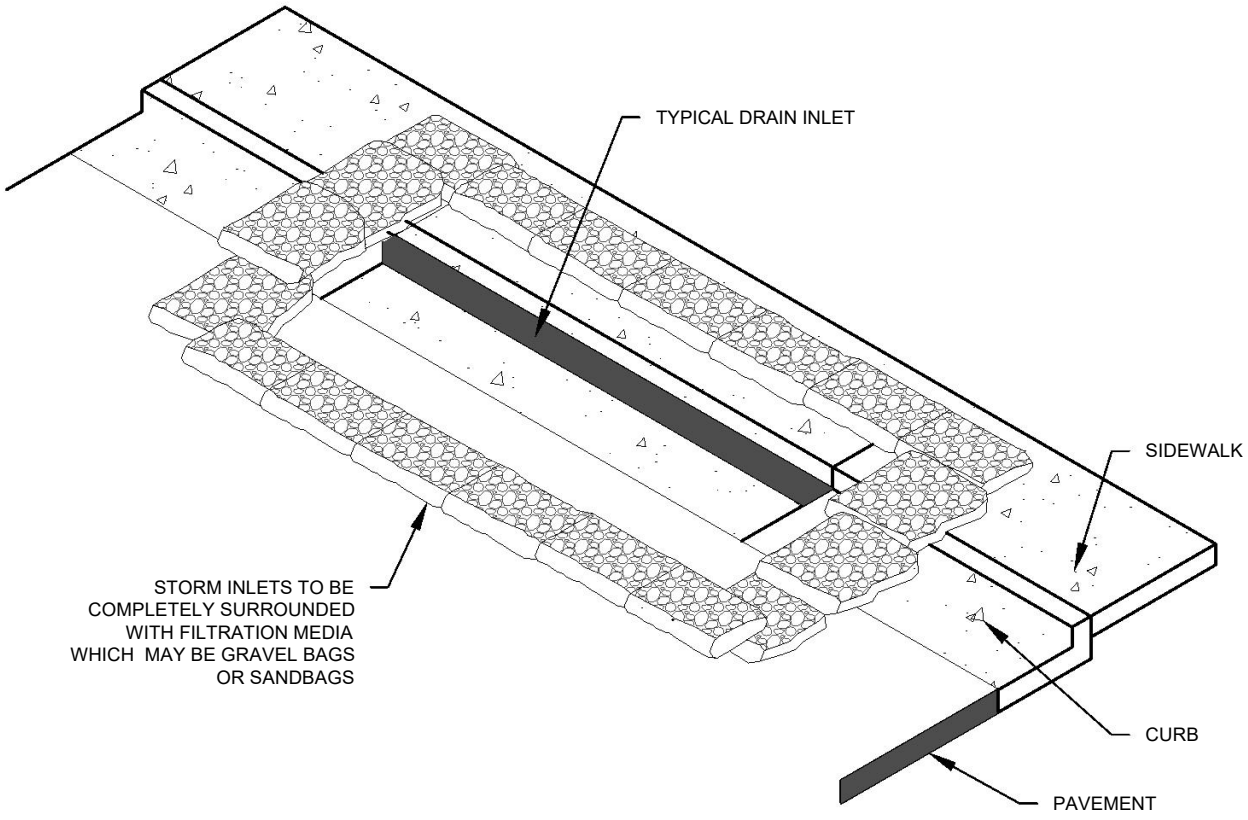



## CURB COLD-MIX TEMPORARY ASPHALT

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 | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: |
| | TEMPORARY CURB PROTECTION | | 713 |

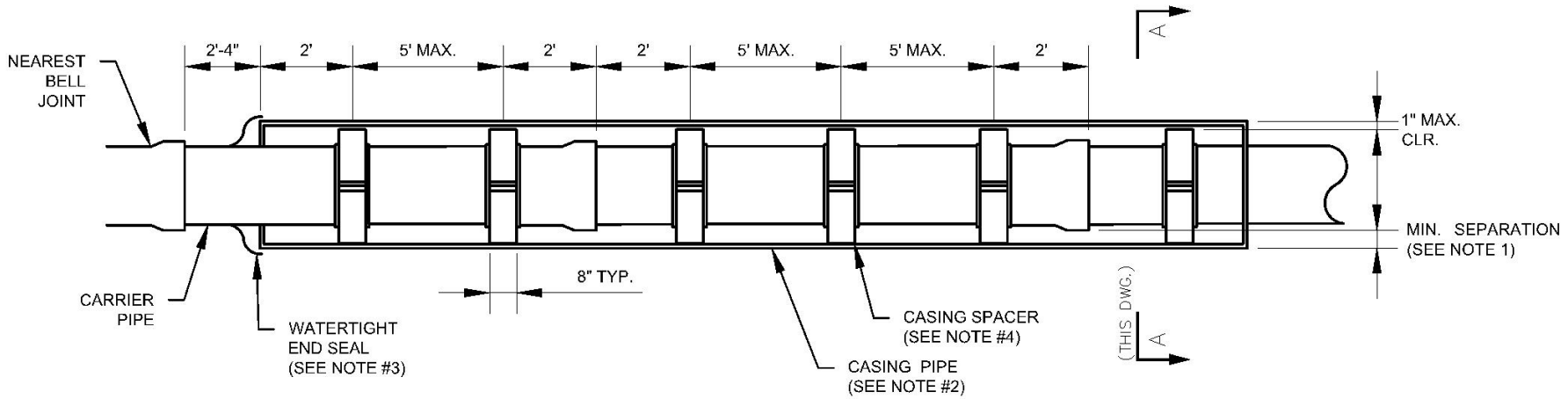



# GRAVEL BAGS OR SANDBAGS

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.

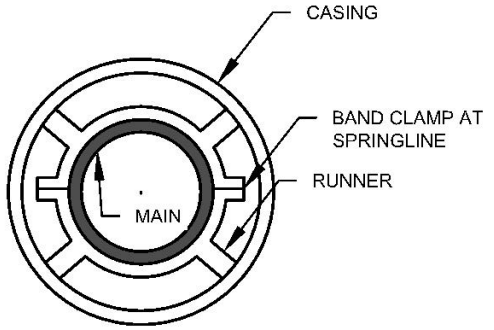
| DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | |
|---|---|---|---|
| MIDLAND Engineering Services | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 714 |
| | CURB INLET PROTECTION | | |




## CROSS SECTION VIEW

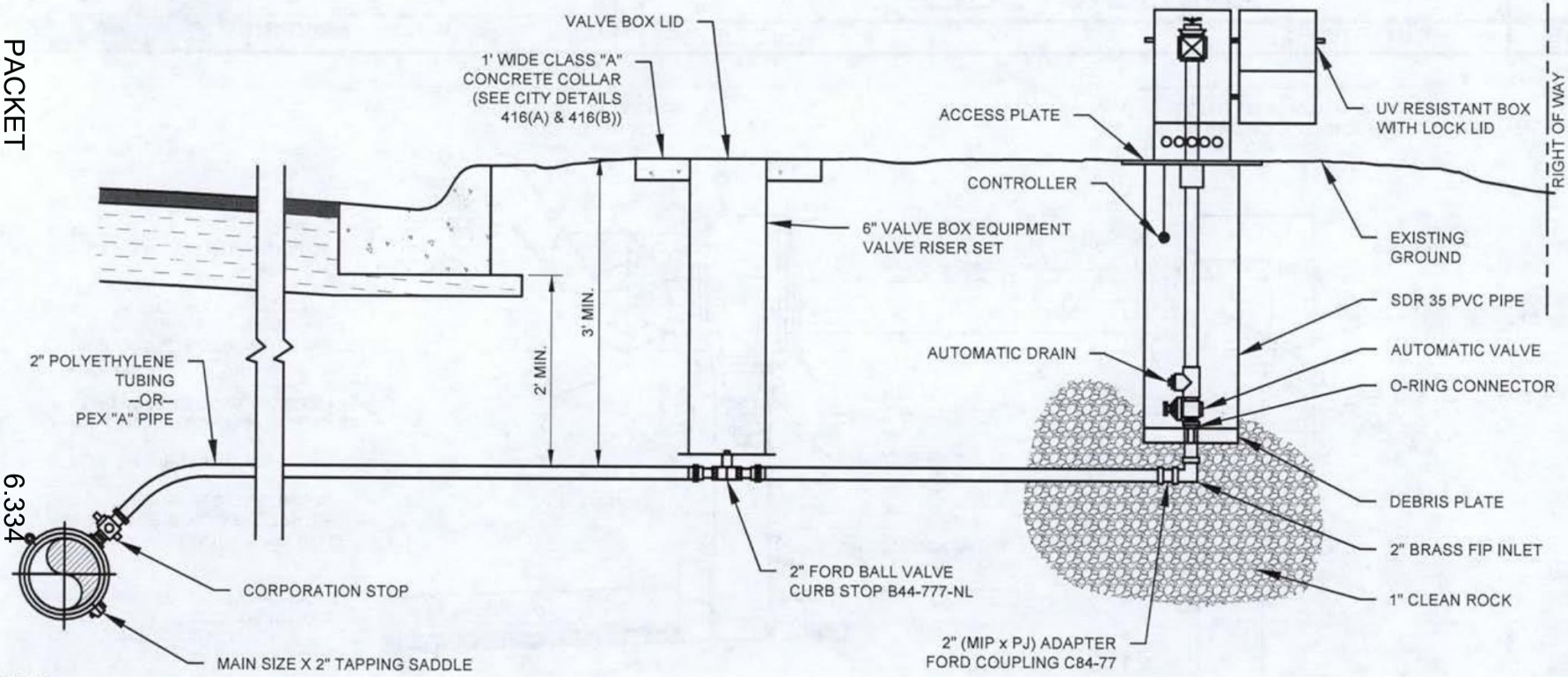
NOTES:

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'

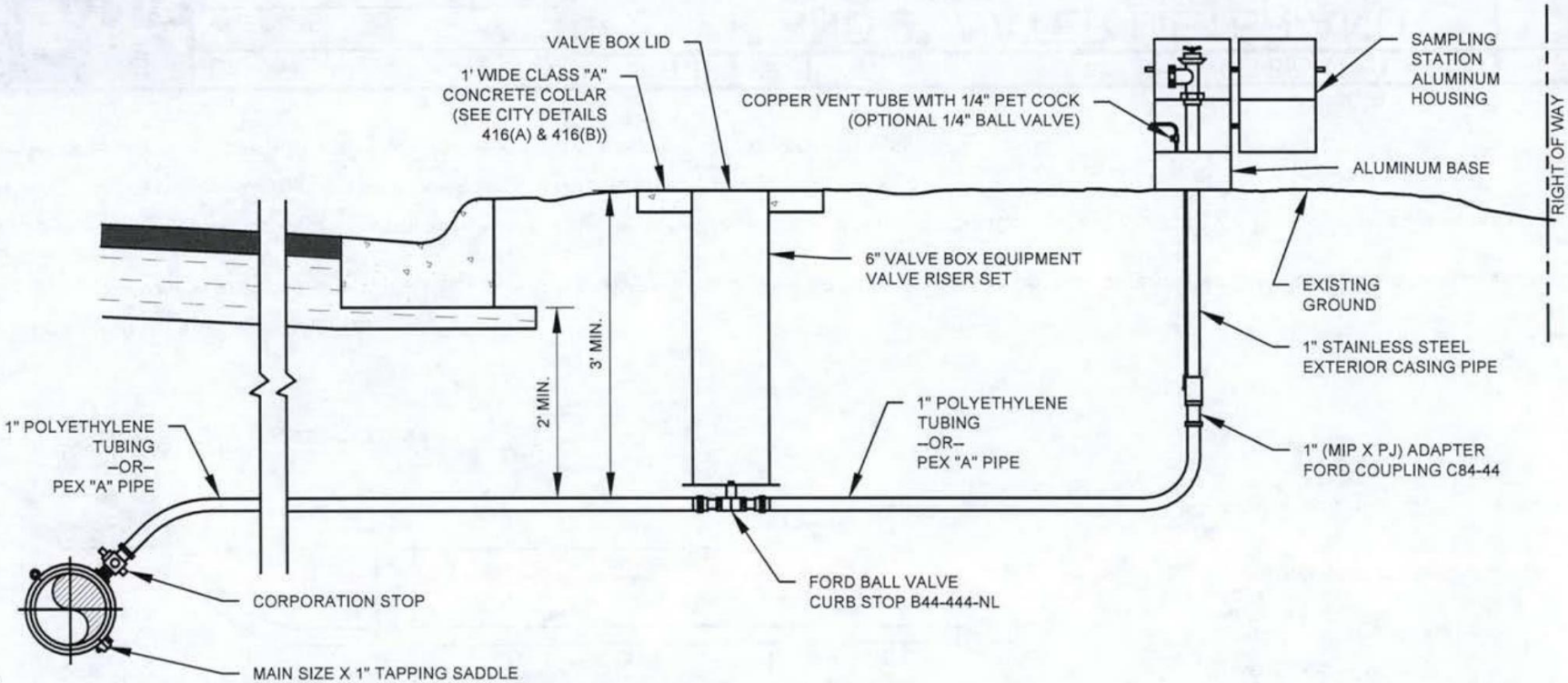
| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS |
| | # TYPICAL PIPE CASING DETAIL | | DETAIL: 805 |




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.
2. ALL CONNECTION COMPONENTS (NOT INCLUDING THE STATION) MUST BE THE COMPONENTS LISTED OR APPROVED EQUALS. ALL COMPONENTS USED MUST BE FROM THE SAME MANUFACTURER.
3. ONLY TO BE INSTALLED IF APPROVED BY CITY ENGINEER/UTILITIES DIRECTOR.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY BOTH THE ENGINEERING SERVICES REPRESENTATIVE AND THE UTILITY DEPARTMENT REPRESENTATIVE.

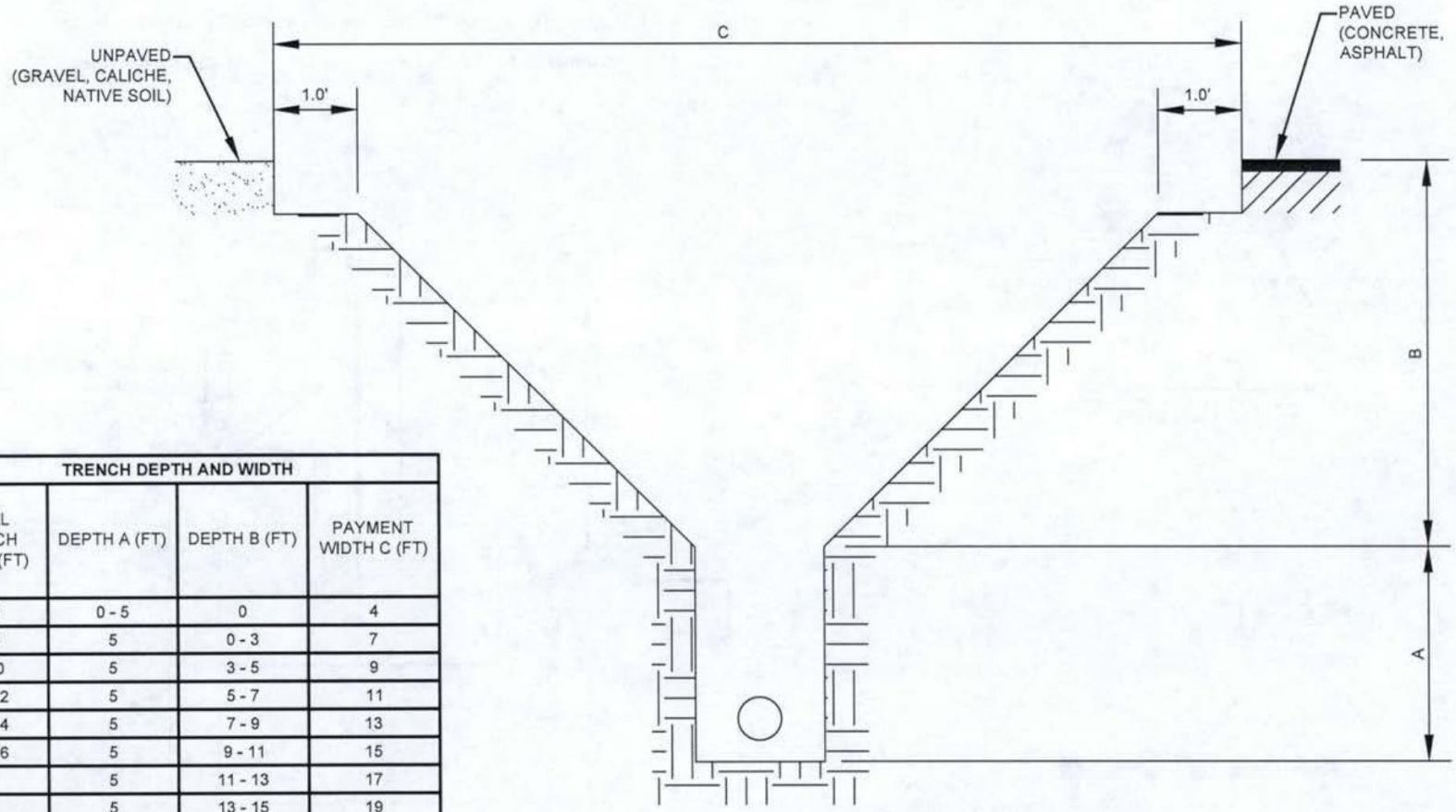
| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: | SCALE: NTS | DETAIL: |
| | | WATER FLUSHING STATION | | 4## |




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.

| | | | | |
|---|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: | SCALE: NTS | DETAIL: |
| | | WATER SAMPLING STATION | | 4## |




| 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 |

MIDLAND Engineering Services

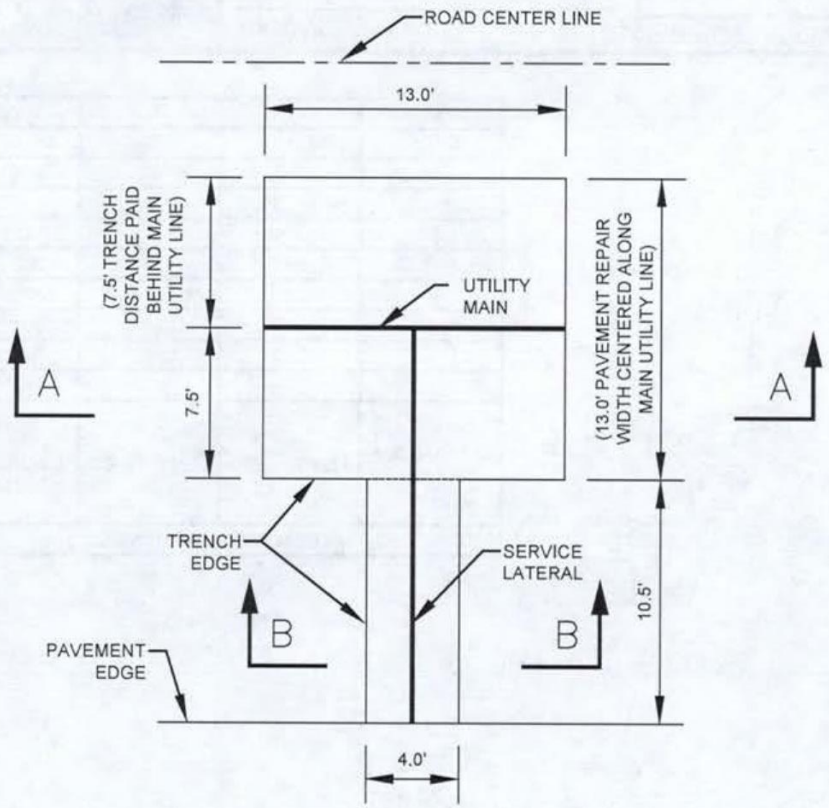
DRAWN: DPM
CHECKED: JCF
APPROVED: MCC

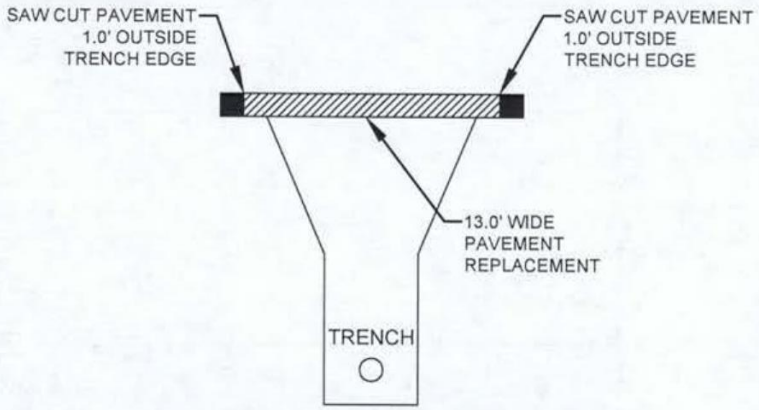
EFFECTIVE DATE:

# TRENCH DEPTH, WIDTH, & EXAMPLE CALCULATIONS

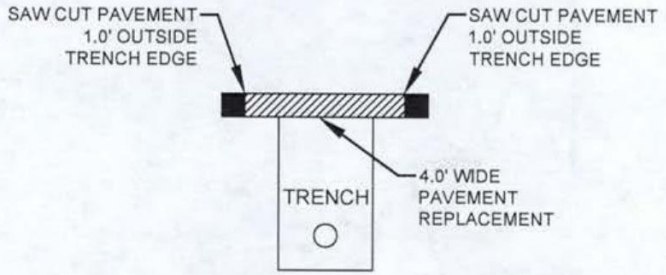
DETAIL:

PART(A)




SECTION 'A-A'




SECTION 'B-B'

EXAMPLE CALCULATION: 14.0' DEEP TAP, 18.0' LONG, UNDER ASPHALT PAVED ROAD.

PAYMENT WIDTH FOR 14.0' DEEP TAP IS 13.0' AND PAVEMENT WIDTH FOR 5.0' DEEP TRENCH IS 4.0'.

PAVEMENT REPLACEMENT QUANTITY IS:

(10.5' X 4.0') + (13.0' X 13.0') = 211.0 SF = 23.4 SY

CONTRACTOR WILL BE PAID FOR 23.5 SY OF PAVEMENT REPLACEMENT ON THIS TAP.

| | | | |
|---|---|---|---|
| MIDLAND Engineering Services | DRAWN: DPM<br>CHECKED: JCF<br>APPROVED: MCC | EFFECTIVE DATE: | DETAIL: |
| | | TRENCH DEPTH, WIDTH, & EXAMPLE CALCULATIONS | PART(B) |

MIDLAND
Engineering Services

# ADDENDUM #01

***Project Number U23-01***

TO ALL BIDDERS ON THE SUBJECT BID: Utility Extension Program 06

ADDENDUM #01

DATE: September 1, 2023

1. Q/A and Clarification
2. Non-Mandatory Pre-Bid Meeting Agenda
3. Non-Mandatory Pre-Bid Meeting 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

09.06.2023
Date

Greg Boler
Please Print Above Name

432.694.0660
Phone

**Utility Extension Program 06**
**Project Number U23-01**

**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 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: Note that projects assigned to the Utility Extension Program 06 are not chosen at random, but rather are a direct response to issues that the City needs to resolve in its utility systems and services. Issues of this type may include, but are not limited to, replacing old infrastructure that is past its life expectancy, replacing infrastructure that has a history of repeating failures or breaks, looping parts of the existing water system that previously ended in dead-ends to improve water pressure and circulation, small project improvements that lay the groundwork for much larger follow-up projects, etc.

Clarification: If an emergency 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 projects of this nature will not be paid for from the Utility Extension Program 06 funds, so the original program funds will still be used only for Utility Extension Program 06 projects regardless of whether or not the Contractor also chooses to assist with any emergency projects.

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.

The quantities listed in the Proposal are representative of the type of work that has occurred in 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 improvements, while other years have seen more wastewater improvements.

Clarification: Contractor must include documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license, and also equivalent to or a higher class than either a Wastewater D license or an active Class 1 Collections license, and the Contractor must maintain both of these active licenses for the entirety of the project. Any bid submittal that does not include this required documentation will be rejected as a non-responsive bid. If a Contractor allows either or both of the required licenses to lapse at any time during the course of the project then all work under this project will be halted immediately 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 project immediately. If the Contractor is allowed to renew the required licenses then the City of Midland will have sole discretion on whether or not to grant a stay of contract time while the required licenses are renewed or to hold the Contractor to the original contract time. There will be no additional payments for traffic controls, erosion controls, site safety measures, material storage, equipment storage, mobilization or remobilization, or similar items during any pause in construction if it is a result of the Contractor's failure to maintain the required licenses for this project.

Clarification: Contractor is responsible for all construction staking.

Clarification: Traffic control in arterials will be the responsibility of the City of Midland, and the 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 the program. For all traffic control, arterial or otherwise, the Contractor is required to coordinate with the City's Construction Manager.

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. 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. Contractor is responsible for notifying all adjacent properties of any planned access interruptions no less than two (2) business days in advance of any such interruptions. 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: Utility covers matching City Details are now available. All utility covers and cover patterns are to match the City standard details.

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: Contractor is to return all existing water meters removed during this project to the City of Midland Utilities. Water meter removal is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is responsible for all material protection and storage, and any material delivered that becomes weathered or damaged prior to installation must be replaced with new material prior to installation at the Contractor's sole expense as per the Bid Packet's Special Provisions, 4. Payment.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Clarification: Contractor is 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: All invoice submittals are to be itemized and are to match the approved Work Orders and Proposal line items listed.

Clarification: Additional Labor, Downtown Area, Water Improvements and Additional Labor, Downtown Area, Wastewater Improvements are covered by Miscellaneous Bid Items 11 and 12 in the Proposal and by Pay Notes M7 and M8.

Clarification: Material Mark-up, Labor Mark-up, and Equipment Rental Mark-up are covered by Miscellaneous Bid Items 13, 14, and 15 in the Proposal and by Pay Notes M9, M10, and M11.

Clarification: The detail drawings attached to the Bid Packet will be the details used throughout the entire duration of the Utility Extension Program 06. If the City's standard detail drawings change between the date this program is awarded and the date this program ends, the program will still only be held to the standards of the attached detail drawings and will not be held to the new City detail drawing standards.

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: The scope of this program is as described in the Bid Packet and the Pre-Bid Meeting Agenda, and includes both utility projects than may extend for several blocks or smaller utility projects that may only replace a single valve or manhole. It is the expectation of the City that the larger utility projects extending for one or more blocks will make up the bulk of the work assigned under this program, but Bidders are reminded that smaller utility project tasks also fall within the scope of this program.

Clarification: It is recommended that Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Question: Why not include bid items for each type of fitting instead of combining them all under the Ductile Iron bid item?

Answer: The City attempted this years ago on earlier versions of this program, but the result was a list of bid items for various ductile iron fittings alone that was longer than all the other bid items for the program combined. Both the City and Contractors at the time agreed that this was too unworkable for the program bids, and so a single bid item by weight for all ductile iron fittings was adopted instead and has been the standard for the City ever since with great success.

Question: Who will the inspector be for this program?

Answer: It is anticipated that Ever Pando will be the City's Inspector for this program.

Question: What type of utilities will be on this project?

Answer: The scope of this program includes public water and wastewater improvements as described in the program's Bid Packet, specifically in the Special Provisions, 1. Scope of Work, found on Sheet SP 1, or page 40 of the Bid Packet. This is also reiterated in the Non-Mandatory Pre-Bid Meeting Agenda.

Question: What are the approximate lengths, sizes and type of the pipes to be installed on the project?

Answer: The Bid Items listed in the Bid Packet's Proposal include item sizes, type, etc. covered under this program. The length and overall scope of individual projects are not known until the projects are selected and designed as described in the second Clarification listed above. See the seventh Clarification listed above regarding how quantities for the Proposal line items were determined.

Question: Are there any portions of the project that will need to be Bored or open-cut?

Answer: The scope of this program is for open trench utility installation. There is no bore installation in this program's scope.

Question: Are the crossings to be Jack & Bored or Directionally Bored?

Answer: There is no bore installation in this program's scope.

Question: What are the approximate lengths and diameters of the portions to be bored?

Answer: There is no bore installation in this program's scope.

Question: How much is the required bid bond for the project?

Answer: Bidders are required to have a performance bond for the full contract amount. This is required as part of the bid submittal, and this must be in place before the bid submittal is made.

Question: How much is the cost estimate of the project?

Answer: There is no cost estimate for this program. The program is to be awarded for an amount not to exceed $2,000,000.00 for the first year of the program as outlined in the Bid Packet. The intend of the proposal is stated in the Bid Packet's Special Provisions, 21. Intend of the Proposal, found on Sheet SP 9, or page 48 of the Bid Packet.

Question: Do you have any further details you wish to provide?
Answer: All information regarding the Utility Extension Program 06 has been included in the original Bid Packet and this Addendum 01 and its attachments.

**Utility Extension Program 06**
**Non-Mandatory Pre-Bid Meeting Agenda**
**Project No. U23-01**
**August 30, 2023**

**Discussion Items**

1. Sign-In Sheet

2. Personnel Overview
   - Jose Ortiz – Director Engineering Services
   - Gabe McClelland – Senior Engineering Manager
   - Josh Ferguson – Assistant City Engineer – program engineer
   - Bobby Wojciechowski – Capital Improvement Project Manager
   - Carl Craigo – Utilities Director
   - Kerry Koehler – Assistant Utilities Director
   - Rex Swearinger – Water & Wastewater Operations Superintendent, utility coordination
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Traffic Operations Superintendent
   - Jesse Trejo – Construction Manager, construction management & inspections
   - Ever Pando-Sotelo – Inspector
   - Andy Navarro – Franchise Utility Coordinator
   - Kirby Jones – Project Manager
   - Michael Williams – Stormwater Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process & bid opening

3. Project Overview and Scope
   - This program will include the installation, replacement, repair, relocation, and removal of water improvements, wastewater improvements, and other assorted utility structures and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Bid Packet, Construction Drawings, and Specifications, and to satisfactorily complete the work.
   - In general, this program is intended to replace or extend water and wastewater improvements throughout Midland, Texas.

4. Bid Process
   - Pre-Bid meeting attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting must be submitted via email to the following email address:

     jferguson@midlandtexas.gov

   - Purpose of bids is to establish unit prices.
   - The amount to be awarded for the Utility Extension Program 06 is set at an amount no to exceed $2.0-million.
   - Quantities listed in the Proposal are not indicative of or guarantees of the actual project work quantities that may be assigned under this program.
   - 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, September 1, 2023 at Noon.
- Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.

- ATTENTION: Bidders are to submit bids either by mail or in person. If bidders choose to mail their bid packets in, then they are to mail the bid packet to one of the addresses listed below:

  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 drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.

- **Bid Opening is Wednesday, September 6, 2023 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public.
  - 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 provide documentation as part of the bid packet submittal proving that they possess active licenses that are equivalent to or a higher class than a Water Operator D license and also equivalent to or a higher class than either a Wastewater D license or a Class 1 Collections license as outlined in the last paragraph of the Special Provisions section of the bid packet. Bids without this proof of active licensure will be deemed non-responsive and will not be accepted.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Payment will be as described in the Bid Packet's Special Provisions, 4. Payment.
   - Payment to be made for material delivered only for bid items specifically indicated in Special Provisions, 4. Payment. All other payments to be made after 100% work completion, with no other material delivery payments, partial payments, or payments for mobilization.
   - Work is considered 100% complete when the project Work Order is completed and signed by both the City Inspector and the Contractor. There are two ways this may be accomplished:
     - Option 1 – When an assigned project has items to be paid upon material delivery, the Contractor may choose to submit two Work Orders for the project. The first Work Order will include all items to be paid upon material delivery, to be submitted only after all the applicable materials have been delivered to the project site. The second Work Order will include all other bid items applicable to the same assigned project, and will not be submitted until all work for the project is 100% complete.

        - Option 2 – The Contractor waits until after all work for an assigned project is 100% complete, and then submits a single Work Order for the entirety of that project.
    - Work orders and invoices are to be itemized and match the bid items listed in the bid packet Proposal.
    - Recommended that invoices state “Invoice Due Upon Receipt”, or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
    - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
    - Typically work times are 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.
    - Work is not to occur on Sundays or legal holidays unless required for emergency situations.
    - 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
    - Comply with all OSHA and other applicable safety requirements and regulations at all times. The City reserves the right to require additional safety measures if it deems them necessary to ensure the safety of the work crews and/or public.
    - Open Trench Depth bid items don’t stack for payment.
    - Additional Labor, Downtown Area line items.
    - Material/Labor/.Equipment Rental Mark-up line items.
    - Design and Detail drawings.
    - Erosion Control – Contractor is responsible for all Erosion Control for this program.
        - Erosion control will be emphasized.
        - Contractor is required to place erosion control BMPs as needed and to regularly maintain any BMPs placed. Project site is to be kept reasonably clean, and any piles of spoils, backfill material, etc. are to include sand bag BMPs or similar temporary erosion protection emplacements at all times.
        - Contractor is required to remove all temporary BMPs placed at the end of the project. This is considered subsidiary to the overall project.
    - Traffic Control – Contractor is responsible for all Traffic Control for work performed under this program except traffic control for work performed in arterial streets. Traffic Control for work performed in arterial streets under this program will be the City of Midland’s responsibility. If at any time traffic control in arterial Right-of-Way 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.
        - Contractor is responsible for coordinating with the City on all projects, as well as with the City’s barricade company on arterial roadway projects.
        - Contractor is responsible for maintaining access to all adjacent properties during this program.
            - ❖ Contractor is responsible for notifying affected property owners at least two (2) business days in advance of any planned access interruptions.
            - ❖ Contractor is directed to use steel plates or other means to enable access to adjacent properties when work is not actively occurring at an otherwise blocked point of access so long as this does not conflict with the approved traffic control plan.
        - Contractor is responsible for coordinating with City Transportation to have any traffic control signs removed or relocated as needed by the City.
    - Contractor is responsible for maintaining service to adjacent lots during this project.
        - Contractor mist notify affected properties at least two (2) business days prior to any planned service interruption.
    - Material stored on the project sites must be properly stored and protected from damage and weathering.
    - Construction staking is solely the responsibility of the Contractor.
    - Construction testing is solely the responsibility of the Contractor.
    - Personnel
    - Weekly Progress Meetings – Mandatory attendance.
    - Program Duration & Renewals.

- There is no warranty period on this program as all work is to be subject to City inspection prior to acceptance. All underground installations must be inspected by the City Inspector before backfilling occurs.
- Example Projects & Work Orders.

9. Additional Information, Clarifications, and Corrections
   - Bidders must maintain all required active water and wastewater licenses for the entirety of this program as outlined in the last paragraph of the Special Provisions section of the bid packet.
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal.
   - For the purpose of this bid all Bidders are to assume that any hydrovac operations that may be needed under this program will be performed by the Contractor and will be considered subsidiary to the program scope and not paid for as an additional bid item.
   - Contractor is remined that this project is located in an urban environment. Structures, trees, and overhead lines are common, and contractor is to provide proper equipment to complete all work required for this project in an urban environment.

10. Any Additional Questions

Please direct all questions or comments following the Pre-Bid Meeting via email to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Phone: (432) 685-7290
Email: jferguson@midlnadtexas.gov

Kirby Jones
Phone: (432) 685-7289
Email: kjones@midlandtexas.gov

**Non-Mandatory Pre-Bid Meeting Attendance**

U23-01

Utility Extension Program 06

Date: 08-30-2023 - 3:00 PM

| PACKET ☑ | Name *(Please Print)* | Company Name *(Please Print)* | Phone Number | Fax Number | Email |
|---|---|---|---|---|---|
| ✓ | Josh Ferguson | City of Midland | (432) 685-7290 | | jferguson@midlandtexas.gov |
| | Chris Adams | Boler | 528-7614 | | bids@boler.net |
| | Kylee McClendon | Boler | 694-0660 | | Kylee@boler.net |
| | Carolina Jimenez | COM | 685-7418 | | cjimeneza@midlandtexas.gov |
| | Kiley Jones | Com | 685-7289 | | Kjones@midlandTexas.gov |
| | Anissa Flores | COM | 685-7404 | | aflores@midlandtexas.gov |
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# 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 WASTEWATER TREATMENT OPERATOR**

*License Number:* **WW0068129**
*Issue Date:* **08/27/2021**
*Expiration Date:* **08/27/2024**

*Executive Director*
*Texas Commission on Environmental Quality*

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Be it known that*

## KYLEE JAYE MCCLENDON

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

**CLASS D WATER OPERATOR**

*License Number:* **WO0051043**
*Issue Date:* **04/25/2023**
*Expiration Date:* **04/25/2026**

Erin E. Chancellor

*Interim Executive Director*
*Texas Commission on Environmental Quality*

# City Council Meeting

**Item Number:** 7

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, FOR CONSTRUCTION MANAGER-AT-RISK SERVICES RELATED TO THE DOUG RUSSELL BATH HOUSE PROJECT FOR A TOTAL COST OF $10,500.00 (DISTRICT 3) (GENERAL SERVICES)

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**Purpose:**

Resolution authorizing the execution of a professional services agreement with Onyx General Contractors, LLC as the Construction Manager at Risk for the Doug Russell Pool Bath House Project as directed by City Staff for a total cost of $10,500.00; and authorizing payment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Funds are available in the Doug Russell Pool Bath House Project.

**Discussion:**

Motion 104-2023 authorized the City Manager or the City Manager's Designee to advertise for proposals for Construction Manager at Risk (CMAR) services associated with the Doug Russell Bath House Project. The request was sent to seventeen (17) companies. We received two (2) proposals. The evaluation committee reviewed the proposals and recommends that the City Council authorize the execution of professional services agreement with Onyx General Contractors, LLC as the Construction Manager at Risk (CMAR) for this project.

Therefore, please consider a resolution authorizing the execution of a professional services agreement with Onyx General Contractors, LLC of Midland, Texas as the Construction Manager

at Risk for the Doug Russell Pool Bath House Project as directed by City Staff for a total cost of $10,500.00; and authorizing payment.

Tina Young

City Manager's Office

**Recreation Division**
**Interoffice Memorandum**

**Date:** September 14, 2023
**To:** Regina Stephenson, General Services Director
**From:** Cristina O. Burns, Community Services Director
**Subject:** Professional Services Agreement– Construction Manager at Risk for Doug Russell Pool Bath House Project

The City of Midland closed a Request for Qualifications for a Construction Manager at Risk (CMAR) firm to provide pre-construction and construction services for the Doug Russell Pool Bath House project on September 8, 2023. A committee reviewed the RFQ submittals, and Onyx Contractors was selected as the firm to provide Construction Manager at Risk (CMAR) services for the project.

Onyx Contractors will provide the following services in their scope of their work:

- Pre-construction services:
  - Cost estimating during all design stages
  - Budgeting
  - Scheduling for the pre-construction and construction phases of the project
  - Participation in all programming, design, and project meetings and reviews
  - Subcontractor prequalification, solicitation, and bidding
  - Preparation of a guaranteed maximum price (GMP) estimate.
- Construction services:
  - Procure and furnish all materials, equipment, tools, services, and labor required to complete all work shown or described in the contract documents.
  - Conduct weekly, and special as needed, progress/coordination meetings with the project team members on project site.
  - Coordinate and manage work of all entities performing activities on the project site related to the work required to construct the project.
  - Always maintain a safe work environment at the project site.
  - Prepare and submit monthly cost and schedule updates for Owner review.

Total funding for the Professional Services Agreement with Onyx Contractors for pre-construction services is $10,500. A Professional Services Agreement for construction services will need to be approved at a later date as the fee will be determined by the GMP.

Funding for these services is already appropriated to Project 900454-097 Doug Russell Bath House Project.

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ONYX GENERAL CONTRACTORS, LLC, FOR CONSTRUCTION MANAGER-AT-RISK SERVICES RELATED TO THE DOUG RUSSELL BATH HOUSE PROJECT FOR A TOTAL COST OF $10,500.00**

**WHEREAS**, the City Council approved the issuance of a request for proposals for construction manager-at-risk ("*CMAR*") services related to the Doug Russell Bath House Project; and

**WHEREAS**, two (2) proposals were received, with the most qualified proposal belonging to Onyx General Contractors, LLC, for a total cost of $10,500.00; and

**WHEREAS**, the City Council finds that Onyx General Contractors, LLC, is qualified to perform CMAR services; and

**WHEREAS**, the City Council finds that the proposal submitted by Onyx General Contractors, LLC, offers the City the best value based on the published criteria contained in the request for proposals and the City's ranking evaluation of the proposals; and

**WHEREAS**, the City Council finds that Onyx General Contractors, LLC, provides CMAR services for a fair and reasonable price; and

**WHEREAS**, the City Council finds it to be in the public interest to execute a professional services agreement for CMAR services related to the Doug Russell Bath House Project with Onyx General Contractors, LLC, as the most highly qualified provider of said services based on the published criteria contained in the request for proposals and the City's ranking evaluation of the proposals;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Onyx General Contractors, LLC, for CMAR services related to the Doug Russell Bath House Project. A copy of said agreement is attached hereto

as Exhibit A and incorporated herein for all purposes.

**SECTION TWO.** That the City Comptroller is hereby authorized and directed to pay Onyx General Contractors, LLC, in accordance with the terms and conditions of the professional services agreement, from funds available in the Doug Russell Pool Bath House Project upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**
**23005078**
**Construction Manager at Risk (CMaR) for Doug Russell Pool Bath House Project**

**THIS AGREEMENT** is made and effective the 27 day of September 2023, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Onyx General Contractors, LLC ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties*."

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Construction Manager at Risk services for the Doug Russell Pool Bath House Project (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

## ARTICLE II. SERVICES TO BE PERFORMED

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

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $10,500.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every


Exhibit A

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from September 27, 2023 until May 24, 2024, unless the Services are completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

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

## ARTICLE IX. INSURANCE

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

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - |
| | Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

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

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

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

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

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

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

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

## ARTICLE X. ATTORNEY FEES

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

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

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, 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.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Onyx General Contractors, LLC
PO BOX 60547
Midland, TX 79711

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the 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 additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

## ARTICLE XV. 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 AGREEMENT, 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.**

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**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 AGREEMENT, 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.**

**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 AGREEMENT. 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 AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

*[Signature Page(s) Follows]*

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 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 _____, 2023.

_____
Notary Public, State of Texas

**Exhibit A**

Scope of Work

PRE-CONSTRUCTION SERVICES:

- Cost estimating during all design stages.
- Budgeting
- Scheduling for the pre-construction and construction phases of the project
- Constructability and value engineering reviews to ensure current estimated construction cost is within project budget parameters.
- Participation in all programming and design phases, project team meetings and formal design reviews
- Subcontractor prequalification, solicitation, and bidding
- Preparation of GMP estimate.
- Market surveys of material and labor

CONSTRUCTION SERVICES:

Functions during the construction phase of the project will include the following:

- Procure and furnish all materials, equipment, tools, services, and labor required. to complete all work shown or described in the contract documents.
- Conduct weekly, and special as needed, progress/coordination meetings with project team members on project site.
- Coordinate and manage work of all entities performing activities on the project. site related to the work required to construct the project.
- Always maintain a safe work environment at the project site.
- Prepare and submit monthly cost and schedule updates for Owner review.



P.o box 60547 midland tx 79711
432 561 8900
432 561 8644

Pricing Break Down

Pre-Construction Fee: $10,500.00

All costs associated with the management of pre-construction are included in the Pre-construction fee. Preconstruction services are defined in the above scope.

Construction Fee: To be determined in the GMP

Construction fees are defined as the percentage Onyx will charge the owner on top of all the hard costs for the construction of the project. Construction fees are not charged on top of General Conditions or any subcontractor services that Onyx can provide internally (i.e., Electrical and Civil Subcontracting).

Onyx Contractors is excited to provide multiple in-house trades to our owners. To remain as transparent as possible with our owners, Onyx Contractors agrees not to charge the Construction fee on any trades that are performed in house. These services include Civil trade and Electrical trades.

General Conditions per month during construction:

General Conditions will be established at the time of the development of the GMP for this project.

Onyx Contractors General Conditions will be provided as a lump sum monthly fee for the duration of the project which includes all the costs incurred to manage the project on site. Once a GMP and project schedule is established, the monthly general conditions number will be used to produce a “Firm Price Not to Exceed” for general conditions. These items include the following:

- Superintendent
- Project Manager
- Onsite construction trailer
- Onsite construction documents
- Preconstruction services (as described above)
- Any cost that may be incurred for Onyx to manage the project i.e. (office personnel, supplies, equipment, fuel, etc.)



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Agreement Exceptions-

Onyx Contractors is committed to completing the project by May 24, 2024, as stated by the agreement. For this to be completed the following milestone dates must be strictly adhered to:

- Fully completed “For Construction Drawings” submitted to Onyx Contractors no later than Oct 1, 2023.
- GMP submitted to the owner and approved no later than Nov 1, 2023
- Construction begins no later than Nov 13, 2023.

These milestones dates must be adhered to by the Owner and Architect for this project to be completed by the agreed upon date. Milestone dates that are missed due to the Owner/Architect will result in a no cost change order for extension of the completion date.

Alternatively, Onyx agrees to work with the Architecture firm to “Fast Track this process.” In this scenario, portions of the project can be released earlier in smaller GMP packages. This would allow for the project to begin earlier than the above stated timeline and work toward completion on the agreed upon dates. Firm completions dates will be established based on the number of plans released by the architect and the timing of the packages.



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www.onyxcontractors.com

**PROFESSIONAL SERVICES AGREEMENT**
**23005078**
**Construction Manager at Risk (CMaR) for Doug Russell Pool Bath House Project**

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| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

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

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

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

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

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

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

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

## ARTICLE X. ATTORNEY FEES

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

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

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, 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.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Onyx General Contractors, LLC
PO BOX 60547
Midland, TX 79711

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the 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 additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

## ARTICLE XV. 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 AGREEMENT, 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.**

**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 AGREEMENT, 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.**

**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 AGREEMENT. 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 AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

*[Signature Page(s) Follows]*

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 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 _____, 2023.

_____
Notary Public, State of Texas

**Exhibit A**

Scope of Work

PRE-CONSTRUCTION SERVICES:

- Cost estimating during all design stages.
- Budgeting
- Scheduling for the pre-construction and construction phases of the project
- Constructability and value engineering reviews to ensure current estimated construction cost is within project budget parameters.
- Participation in all programming and design phases, project team meetings and formal design reviews
- Subcontractor prequalification, solicitation, and bidding
- Preparation of GMP estimate.
- Market surveys of material and labor

CONSTRUCTION SERVICES:

Functions during the construction phase of the project will include the following:

- Procure and furnish all materials, equipment, tools, services, and labor required. to complete all work shown or described in the contract documents.
- Conduct weekly, and special as needed, progress/coordination meetings with project team members on project site.
- Coordinate and manage work of all entities performing activities on the project. site related to the work required to construct the project.
- Always maintain a safe work environment at the project site.
- Prepare and submit monthly cost and schedule updates for Owner review.



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432 561 8900
432 561 8644

Pricing Break Down

Pre-Construction Fee: $10,500.00

All costs associated with the management of pre-construction are included in the Pre-construction fee. Preconstruction services are defined in the above scope.

Construction Fee: To be determined in the GMP

Construction fees are defined as the percentage Onyx will charge the owner on top of all the hard costs for the construction of the project. Construction fees are not charged on top of General Conditions or any subcontractor services that Onyx can provide internally (i.e., Electrical and Civil Subcontracting).

Onyx Contractors is excited to provide multiple in-house trades to our owners. To remain as transparent as possible with our owners, Onyx Contractors agrees not to charge the Construction fee on any trades that are performed in house. These services include Civil trade and Electrical trades.

General Conditions per month during construction:

General Conditions will be established at the time of the development of the GMP for this project.

Onyx Contractors General Conditions will be provided as a lump sum monthly fee for the duration of the project which includes all the costs incurred to manage the project on site. Once a GMP and project schedule is established, the monthly general conditions number will be used to produce a “Firm Price Not to Exceed” for general conditions. These items include the following:

- Superintendent
- Project Manager
- Onsite construction trailer
- Onsite construction documents
- Preconstruction services (as described above)
- Any cost that may be incurred for Onyx to manage the project i.e. (office personnel, supplies, equipment, fuel, etc.)



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Agreement Exceptions-

Onyx Contractors is committed to completing the project by May 24, 2024, as stated by the agreement. For this to be completed the following milestone dates must be strictly adhered to:

- Fully completed “For Construction Drawings” submitted to Onyx Contractors no later than Oct 1, 2023.
- GMP submitted to the owner and approved no later than Nov 1, 2023
- Construction begins no later than Nov 13, 2023.

These milestones dates must be adhered to by the Owner and Architect for this project to be completed by the agreed upon date. Milestone dates that are missed due to the Owner/Architect will result in a no cost change order for extension of the completion date.

Alternatively, Onyx agrees to work with the Architecture firm to “Fast Track this process.” In this scenario, portions of the project can be released earlier in smaller GMP packages. This would allow for the project to begin earlier than the above stated timeline and work toward completion on the agreed upon dates. Firm completions dates will be established based on the number of plans released by the architect and the timing of the packages.



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# City Council Meeting

**Item Number:** 8

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE YEAR CONTRACT WITH HACH COMPANY FOR MAINTENANCE OF HACH EQUIPMENT AT AN ANNUAL COST OF $264,302.15 (DISTRICT: NONE) (GENERAL SERVICES)

---

**Purpose:**

Resolution awarding a sole source contract for maintenance of Hach equipment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$264,302.15 per year for a projected three (3) year total cost of $792,906.45 is available in the FY2024 operating budget of the Water and Sewer Fund.

**Discussion:**

The Utilities Department uses Hach equipment for monitoring and testing water, wastewater and sludge to comply with the Texas Commission on Environmental Quality (TCEQ) and the Environmental Protection Agency (EPA) regulations. Hach is the sole source provider of service for Hach equipment. According to Texas Local Government Code 252.022 (a)(7)(A), competitive bidding requirements do not apply to items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. Staff recommends awarding a sole source contract to Hach Company. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution awarding a sole source contract for maintenance of Hach equipment for one (1) year with two (2) possible renewals in one (1) year increments to

Hach Company of Chicago, Illinois for $264,302.15 per year for a projected total cost of $792,906.45 for three (3) years.

Tina Gaug

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a Resolution Approving an Annual Service Agreement for Hach Equipment

**DATE:** September 26, 2023

Utilities has used Hach equipment for monitoring and testing water, wastewater and sludge to assist in compliance with TCEQ and EPA regulations for many years. We have typically had various contracts for service (as required by TCEQ) for each piece of testing/monitoring equipment. The total amount of the combination of these agreements now totals over $264,302.15 annually

This Annual Service Agreement covers field service visits to the Water Purification Plant, Water Pollution Control Plant and both the labs for “bench” type testing equipment that stays inside as well as field testing equipment. Legal has reconciled Hach’s service agreement with the City’s standard contract to allow this work to be performed. Work will occur throughout the year so that each piece of equipment receives service at the location it is stationed.

Hach is the sole source provider of service for Hach equipment. Hach is the industry leader in water and wastewater testing equipment and has historically proven reliable and robust for the City of Midland. This expense will be appropriated to each associated division and has been included in each operating budget.

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE THREE YEAR CONTRACT WITH HACH COMPANY FOR MAINTENANCE OF HACH EQUIPMENT AT AN ANNUAL COST OF $264,302.15**

**WHEREAS**, the Utilities Department uses Hach equipment for monitoring and testing water, wastewater and sludge to comply with the Texas Commission on Environmental Quality and the Environmental Protection Agency regulations; and

**WHEREAS**, Hach Comapny is the sole source vendor for e maintenance services on the Hach equipment; and

**WHEREAS**, Hach Company has agreed to provide the City of Midland with maintenance services at an annual cost of $264,302.15; and

**WHEREAS**, the City Council finds the price proposed for said maintenance services to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to authorize the execution of a sole-source contract for said maintenance services;

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

**SECTION ONE.** That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a sole-source three-year contract with Hach Company for maintenance services for the Utilities Department at an annual cost of $264,302.15. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

**SECTION TWO.** That $264,302.15 per year for a projected three year total cost of $792,906.45 shall be available in the FY2024 operating budget of the Water and Sewer Fund.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Hach Company in accordance with the terms of the above-referenced contract, from funding available funds 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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

_____
John Ohnemiller, City Attorney

**CITY OF MIDLAND**
**SERVICE CONTRACT**
**#24000005**

THIS CONTRACT, effective this 18th day of January 2024, by and between the City of Midland, hereinafter referred to as the "CITY" and Hach Company, hereinafter referred to as the "COMPANY".

Projected Annual Cost: $264,302.15

For and in consideration of the payments and Contracts hereinafter mentioned, COMPANY and CITY hereby agree as follows:

1. COMPANY shall perform all work as set forth in the Specifications and Instructions to Bidders, which are incorporated as part of this Contract. In performing the work, COMPANY shall, at its own cost and expense furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said work, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Bidders, Instructions to Bidders, and the Specifications and addenda therefor, and the Performance Bond hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

2. COMPANY hereby agrees to commence work within fifteen (15) days after the date written notice to do so shall have been given to it by CITY.

3. CITY agrees to pay COMPANY in current funds the price or prices shown in the Proposal, which forms a part of this Contract. No payment shall be due until the monthly service report has been delivered to CITY.

**4.** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations.

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

**RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, IT'S AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

**5.1. COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

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

**INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 5.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

6. COMPANY Hereby waives all rights to any attorney's fees awarded as a result of any action brought under the Texas Declaratory Judgment Act relating to this Contract.

7. CITY shall have the right to withhold payment for:

**a.** defective work not corrected;

**b.** completed service report not submitted;

**c.** failure of COMPANY to pay subcontractors or suppliers;

**d.** damage to other work or CITY's property or equipment; or

**e.** default of COMPANY in performance of this Contract.

The term of this agreement shall be for a period of one (1) year commencing on January 18, 2024, through January 17, 2025 unless sooner terminated as provided in this agreement. The City may at its option, renew this agreement for a period of two (2) additional years. In order to exercise this option, the City must give Company notice of its intent to renew not less than 30 days prior to the expiration of this agreement.

8. Prices for the extension of the Contract described in Paragraph 7 shall be adjusted by a percentage equal to the percentage increase in the Consumer Price Index All Items, Dallas-Fort Worth SMA as of the first date of the Contract to the date of request for change, but in no case shall the price for the option period increase more than fifteen percent (15%) above the amount set forth in the proposal.

9. COMPANY shall:

**a.** comply with all applicable laws, rules, codes and regulations of Local, State and U.S. Governments;

**b.** have a designated supervisor on the job site at all times work is in progress;

**c.** make no changes in the scheduled work without written authorization from CITY;

**e.** permit and facilitate inspection of the work in progress by CITY;

**f.** not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex or national origin;

**g.** be responsible for any damage caused by COMPANY to CITY property and repair such damage at his own cost;

**h.** remedy all defects in workmanship which develop within a period of one (l) year from the date of service report acceptance by CITY; and

**i**. not permit any worker to labor more than eight (8) hours during any one (l) calendar day or more than forty (40) hours during any one (l) calendar week, except as permitted by law; pay all royalties, license, and permit fees and applicable taxes required to execute this Contract.

10. In the event COMPANY is in noncompliance with any of the covenants or provisions of this Contract, and such noncompliance is not cured within thirty (30) days after receipt of written notice from CITY, CITY may terminate this Contract at the end of said thirty (30) day period, and may seek such other remedies as may be available in law or equity. Notwithstanding the above, CITY may, at its option, terminate this Contract in the event COMPANY fails on at least three (3) occasions to provide emergency services in a timely manner as required by the Specifications.

11. Failure of CITY to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive COMPANY's responsibility to rectify such default, but CITY shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity.

12. Any notice which may or shall be given under the terms of this Contract shall, unless otherwise provided herein, be in writing and shall be either delivered by hand or sent by United States Registered or Certified Mail, postage prepaid:

To CITY:

(If mailed) P. O. Box 1152
Midland, Texas 79702

(If hand delivered) 300 North Loraine
Suite 220
Midland, Texas 79701

To COMPANY. Hach Company
2207 Collections Center Drive
Chicago, IL 60693

The above addresses may be changed at any time by providing written notice to the other party.

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

14. This obligation and undertakings of each of the parties to this Contract shall be performed in Midland County, Texas.

15. This Contract may not be altered, changed or amended, except by an instrument in writing signed by all parties hereto.

16. This Contract and all incorporated Contract documents constitute the entire agreement among CITY and COMPANY; no prior written or contemporaneous oral promises or representations shall be binding.

17. **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.

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

**19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY**

**WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.**

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

**COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

20. **NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names

and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

21. **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.**

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

23. **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.

24. **INDEPENDENT CONTRACTOR:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a

partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

25. **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.

26. **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.

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

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

29. **INSURANCE**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Worker's Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract.

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of CITY of Midland and policies that name CITY of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code.

30. **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.

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

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

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

32. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

33. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

34. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained

in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Contract that precede the signature page(s), which evidences the parties' execution.

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF_____§

§

COUNTY OF_____§

BEFORE ME, the undersigned authority, on this ____ day of _____, 2023 personally appeared, _____, an officer of Hach Company, 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 _____, 2023.

_____
Notary Public, State of _____

**Contract Addendum to Agreement re: Requisition Number: 1599059**
**HACH1379765 (the "Project")**

**Parties: City of Midland (Company)** **Date: September 12, 2023**
**Hach Company ("Supplier")**

**Recitals:** Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

**Revisions:** Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

**1. Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.

**2. Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others. For non-government customers, Supplier's indemnification obligations are provided on the condition that Customer defends, indemnifies and holds harmless Supplier against any and all damages to the extent caused by misuse or misapplication of goods, negligence, wrongful conduct, or violations of law by Customer, its affiliates, or those employed by, controlled by or in privity with them, and Customer agrees to so defend and indemnify Supplier. Customer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

**3. Limitation on Liability.** THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, PENALTY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS UNREASONABLY DISPROPORTIONATE TO THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.

**4. Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**5. Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to



Confidential - Company Proprietary

use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

**6. Performance Guarantees.** All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

**7. Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

**8. Funds Transfers.** Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

**9. Payments.** All payments are due within 30 days of the invoice date, on the activation date of any service partnership.

**10. Miscellaneous.** Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (*e.g.*, safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

| **City of Midland:** | **Hach:** |
|---|---|
| By:_____ | By:_____ |
| Name:_____ | Name:_____ |
| Title:_____ | Title:_____ |
| Date:_____ | Date:_____ |



Confidential - Company Proprietary

| | | | |
|---|---|---|---|
| | **HACH SERVICE PARTNERSHIP QUOTATION** | Page :<br>Partnership Number : | 1 of 5<br>HACH528422 |
| | ***Headquarters***<br>P.O. Box 389<br>5600 Lindbergh Drive<br>Loveland, CO 80539-0389<br><br>***Purchase Orders*** | ***WebSite***: www.hach.com | ***Remittance***<br>2207 Collections Center Dr<br>Chicago, IL 60693<br><br>***Wire Transfers***<br>Bank of America<br>231 S. LaSalle St.<br>Chicago, IL 60604<br>Account: 8765602385<br>Routing (ABA): 026009593 |

**Partnership Number :** HACH528422 **Version :** 0.119 **Quotation Date :** 25-MAY-23

**Expiration Date :** 23-AUG-23

**Hach Company Contact :** Ballard, Brent Allen **Service Partnership Phone :** **Service Partnership Email :** bballard@hach.com

**Customer Ref :** #605
**Customer Phone :** 432-681-7660 **Customer Fax :** 432-681-7608 **Customer Contact :** SADDLER, RAYMOND **Customer Email :** rsaddler@midlandtexas.gov

| **Bill-To Account # 093522** | | **Ship-To Account # 093522** | | | |
|---|---|---|---|---|---|
| Customer Name | CITY OF MIDLAND | Customer Name | CITY OF MIDLAND | **Payment Terms:** | Net 30 |
| Address4 | FINANCE DEPT | Address4 | WTR PURIFICATION PLT | **Billing Method:** | Annual-Invoices on START Date |
| Address1 | PO BOX 1152 | Address1 | 5000 N MIDLAND DR | **Currency:** | USD |
| Address2 | | Address2 | | | |
| Address3 | | Address3 | | | |
| City,State, PostalCode | MIDLAND-TX-79702-1152 | City,State, Postalcode | MIDLAND-TX-79707-2762 | | |
| Province/ Country | US | Province/ Country | US | | |

| Line | Service Name / Covered Product | | Start Date | End Date | Description/Serial Number | Line Total |
|---|---|---|---|---|---|---|
| 1 | HACH_MULTISITE_SVC | | 19-JAN-21 | 18-JAN-24 | Hach Multi-Site Service For WATER PLANT-WPP:19-JAN-2021:18-JAN-2024<br>Consolidated single invoice billing covering multiple customer instrument installation locations/addresses | 163,380.00 |
| | 1.1 | FIELD CONTRACT SITE | | | Field Service Contract site visit ; HACH528422 | |
| 2 | HACH_MULTISITE_SVC | | 19-JAN-21 | 18-JAN-24 | WASTEWATER TREATMENT PLANT-WWTP:19-JAN-2021:18-JAN-2024<br>Consolidated single invoice billing covering multiple customer instrument installation | 6,492.00 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | locations/addresses | |
| | 2.1 | FIELD CONTRACT SITE | | | Field Service Contract site visit ; HACH528422 | |
| 3 | HACH_MULTISITE_SVC | | 19-JAN-21 | 18-JAN-24 | Hach Multi-Site Service for LABORATORY:19-JAN-2021:18-JAN-2024<br>Consolidated single invoice billing covering multiple customer instrument installation locations/addresses | 58,881.00 |
| | 3.1 | FIELD CONTRACT SITE | | | Field Service Contract site visit ; HACH528422 | |
| 4 | ADMIN_HANDLING_MYA | | 19-JAN-22 | 18-JAN-23 | Bill processing fee, Multi Yr Annual:19-JAN-2022:18-JAN-2023 | 2,287.00 |
| | 4.1 | | | | CONTRACT SPECIAL ITEM | |
| 5 | ADMIN_HANDLING_MYA | | 19-JAN-23 | 18-JAN-24 | Bill processing fee, Multi Yr Annual:19-JAN-2023:18-JAN-2024 | 4,643.00 |
| | 5.1 | | | | CONTRACT SPECIAL ITEM | |
| 6 | HACH_MULTISITE_SVC | | 19-JAN-21 | 18-JAN-24 | SERVICE FOR CL17SCs YEAR 2 AND 3 ON WPP CONTRACT<br>Consolidated single invoice billing covering multiple customer instrument installation locations/addresses | 9,899.00 |
| | 6.1 | | | | CONTRACT SPECIAL ITEM | |
| 7 | HACH_MULTISITE_SVC | | 19-JAN-22 | 18-JAN-24 | Add on SC200 and CL17 onto WPP contract<br>Consolidated single invoice billing covering multiple customer instrument installation locations/addresses | 2,503.93 |
| | 7.1 | | | | CONTRACT SPECIAL ITEM | |
| 8 | ADMIN_HANDLING_MYA | | 19-JAN-22 | 18-JAN-24 | Additional Visits for DR6000 - quarterly | 1,878.00 |
| | 8.1 | | | | CONTRACT SPECIAL ITEM | |
| 9 | HACH_MULTISITE_SVC | | 25-MAY-23 | 18-JAN-24 | Additional Instruments added to WP location 5/25/2023-1/18/2024<br>Consolidated single invoice billing covering multiple customer instrument installation locations/addresses | 5,889.32 |
| | 9.1 | | | | CONTRACT SPECIAL ITEM | |

| | | | | | |
|---|---|---|---|---|---|
| 10 | HACH_MULTISITE_SVC | 25-MAY-23 | 18-JAN-24 | Instrument swap for WWTP location 5/25/2023-1/18/2024 Consolidated single invoice billing covering multiple customer instrument installation locations/addresses | 8,448.90 |
| 10.1 | | | | CONTRACT SPECIAL ITEM | |

| | |
|---|---|
| **Sub Total** : | 264,302.15 |
| **Tax:** | 0.00 |
| **Total :** | 264,302.15 |

## Partnership Notes :

**All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms . Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract This Contract will automatically renew at the End Date for a period of one year, and at the anniversary of the End Date, unless the Buyer notifies Hach in writing by no later than ninety days before the End Date.**

**Customer Name** : CITY OF MIDLAND

**Customer P.O. Number** : _____

**Customer Reference Number** : _____

### TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

**1. APPLICABLE TERMS & CONDITIONS:**
These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

**2. CANCELLATION:**
Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing
charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and reinstatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

**3. DELIVERY:**
Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. For orders having a final destination outside the U.S., legal title and risk of loss or damage pass to Buyer when the Products enter international waters or airspace or cross an international frontier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

**4. INSPECTION:**
Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

**5. PRICES & ORDER SIZES:**

All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

**6. PAYMENTS:**

All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or issolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment.

**7. LIMITED WARRANTY:**

Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

**8. INDEMNIFICATION:**

Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. This indemnification is provided on the condition that the Buyer is likewise responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any goods or services by the Buyer or any third party affiliated or in privity with Buyer.

**9. PATENT PROTECTION:**

Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

**10. TRADEMARKS AND OTHER LABELS:**

Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

**11. SOFTWARE:.**

All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to software remains with the applicable licensor(s).

**12 . PROPRIETARY INFORMATION; PRIVACY:**

"Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

**13. CHANGES AND ADDITIONAL CHARGES:**

Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

**14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:**

In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

**15. LIMITATIONS ON USE:**
Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

**16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:**
Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up*!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

**17. FORCE MAJEURE:**
Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods,severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

**18. NON ASSIGNMENT AND WAIVER:**
Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

**19. LIMITATION OF LIABILITY:**
None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

**20. APPLICABLE LAW AND DISPUTE RESOLUTION:**
The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

**21. ENTIRE AGREEMENT & MODIFICATION:**
These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

# The Sole Authorized Manufacturer and Direct Distributor Letter

06/27/2023

**Customer Name: City of Midland**
**Customer Address: 300 N. Loraine**
**Customer City, State, Zip: Midland, TX 79702**
**Customer Account Number:**

| **Item(s):** | **Description(s):** |
|---|---|

**RE: SOLE SOURCE LETTER** – Hach Brand Instruments
Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

**Other Hach Brands**
**Evita, GLI, Hach, Homeland SecurityTechnologies, OPS Systems, ORBISPHERE, POLYMETRON, Sigma ANATEL, Dr. Lange, Environmental Test Strips, Evita, GLI, HIAC, Homeland Security Technologies, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, MET ONE, OPS Systems, ORBISPHERE, OTT, Hydrometry, POLYMETRON, Radiometer Analytical, Sea-Bird Electronics, Sigma, WET Labs, Hach WIMS™**

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer and distributor for all Hach branded instrumentation and chemistry. **This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories.** Any software or firmware additions or alterations must be purchased directly from Hach Company

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the item/items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 1-800-227-4224.

Thank you

# City Council Meeting

**Item Number:** 9

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND MANHOLE REHABILITATION PROGRAM - PHASE 1 PROJECT TO RED DEER CONSTRUCTION, LLC, FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS (DISTRICT: ALL) (GENERAL SERVICES)

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**Purpose:**

Resolution awarding a contract for the Midland Manhole Rehabilitation Program – Phase 1 Project for the Utilities Department to Red Deer Construction LLC of Midland, Texas for a not to exceed amount of $2,000,000.00.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$2,000,000.00 is available in the FY2024 operating budget of the Water & Sewer Fund and will be transferred and appropriated to a project in the Water & Sewer Capital Projects Fund.

**Discussion:**

Motion 103-2023 approved plans and specifications and authorized advertisement for bids for the Midland Manhole Rehabilitation Project. The bid request was sent to one hundred eighteen (118) companies. We received three (3) bids. Two (2) offers were considered unresponsive as they lacked the necessary documentation. The sole bid was received from Red Deer Construction LLC. Staff recommends awarding a contract to Red Deer Construction LLC. Please see the attached memo from Carl Craigo, Utilities Director, for more information.

Therefore, please consider a resolution awarding a contract for the Midland Manhole

Rehabilitation Program – Phase 1 Project for the Utilities Department to Red Deer Construction LLC of Midland, Texas for a not to exceed amount of $2,000,000.00 with an option to renew the program for no more than three (3) additional one (1) year terms for an amount not to exceed $2,000,000.00 per term.

Tina Daugherty

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a resolution awarding a construction contract for the Midland Manhole Rehabilitation Program – Phase 1 to Red Deer Construction and appropriating funds

**DATE:** September 26, 2023

Jacobs Engineering under the engineering on-call program prepared plans and specifications for the Midland Manhole Rehabilitation Program consisting of the rehabilitation, as required, of existing concrete sanitary sewer manholes lying within Midland draws. Included is the inspection and rehabilitation, as required, of known concrete manholes as well as confirming the location and condition of unknown concrete manholes.

The prepared plans and specifications were issued for bid on August 24, 2023 and opened on September 6, 2023. Red Deer Construction was the sole conforming bid. Staff recommends awarding the Midland Manhole Rehabilitation Program – Phase 1 to Red Deer Construction who has an established history with the City of Midland of performing work of similar scale and scope.

The agreement specifies awarding an amount not to exceed $2,000,000.00 with a construction period beginning October 1, 2023 and initial construction deadline of September 30, 2024 with an option of renewing the program for no more than three (3) additional one (1) year terms after the initial construction deadline for an amount not to exceed $2,000,000.00 per term. The current year's contract will be funded from unallocated funds with the additional years being accounted for in the annual operating budget.

September 15, 2023

Attn: Honorable Mayor and City Council
City of Midland
300 North Lorraine
Midland, Texas 79701

Project name: Midland Manhole Rehabilitation Program – Phase I

**Subject: Bid Award Recommendation**
**Midland Manhole Rehabilitation Program – Phase I**
**Bid Opening: September 13, 2023**

Gentlemen:

Jacobs has reviewed the bid documents received from City of Midland. One of the bid documents received included the Bid proposal, Bid bond, Liability Insurance Certificate, and active licenses equal to or a higher class than a Water Operator D licenses and either a Wastewater D license or a Class 1 Collections licenses from each bidder. Two of the bids were deemed non-responsive for failure to acknowledge the Addendum 1 and the failure to provide proof of the Class 1 Collections License or the Wastewater Operator D License.

The remaining bid received, and a tabulation of the winning bid is attached. The bid is based on unit prices and has a combined unit price total of $ 106,770.00 submitted by Red Deer Construction, LLC. Given that the bid was based on unit prices and engineer's opinion of probable construction cost was not developed for this project.

The following observations were made based on our evaluation of the bid documents:

1. Red Deer is the only qualified bidder on this project. Their bid acknowledged addenda, included bid bonds. The bid had a minor error in the written price for Traffic Control (Miscellaneous Items number 2), where the prices is written as "Four thousand dollars and zero cents" and the bid is typed in at $4,500. Red Deer Construction indicated they would provide the traffic control at $4,000 per instance.

Accordingly, we have determined that their total bid prices are considered fair and reasonable. We understand that Red Deer Construction has completed work for City of Midland previously.

We therefore, recommend awarding the contract to Red Deer Construction, LLC. We also recommend that the City perform any legal review of Red Deer Construction, LLC which it deems necessary.

Please let us know if you need additional information or have additional questions.

Sincerely,

Jeff Miner
Project Manager

720-256-1673



*A mathematical error was detected during the bid review. The actual amount should be $ 1,204, 858.24

Jacobs

Challenging today.
Reinventing tomorrow.

1999 Bryan Street
Suite 1200
Dallas, TX 75201
United States

T +1.214.638.0145
F +1.214.638.0447
www.jacobs.com

**Attachments:**

- Bid Tabulation
- Bid Bond
- Bid Proposal
- 5 Year Warranty
- Conflict of Interest Questionnaire
- Liability Insurance
- Wastewater D License
- Applicator Certification

**Attachment A: BID TABULATION**
**Owner: City of Midland**
**Project No.: WFXR9000**
**Bid No.: 23004619**
**Project Name: MIDLAND MANHOLE REHABILITATION PROGRAM - PHASE I**
**Bids Opened: September 13, 2023**
**Developed By: Purnima Praturi**
**Checked By: Jeff Miner, PE**

| | | | | Reed Deer Construction, LLC | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Quantity** | **Unit** | **Unit Cost** | **Total** |
| 1 | Mobilization and Demobilization | 1 | MO | $ 10,000 | $ 10,000 |
| 2 | Traffic Control | 1 | EA | $ 4,000 | $ 4,000 |
| 3 | Job Site Safety | 1 | MO | $ 12,000 | $ 12,000 |
| 4 | Material Markup | N/A | % | 18% | - |
| 5 | Labor Markup | N/A | % | 18% | - |
| 6 | Equipment Rental Markup | N/A | % | 18% | - |
| 7 | Temporary Bypass Pumping (cost plus percent) | N/A | % | 18% | - |
| | **Miscellaneous Items SUBTOTAL** | | | | **$ 26,000** |
| 8 | Manhole Ring and Cover Replacement | #REF! | EA | $ 8,600 | $ 8,600 |
| 9 | Inspect Manhole | #REF! | EA | $ 1,100 | $ 1,100 |
| 10 | 60" Concrete Manhole Rehabilitation | 1 | EA | $ 12,500 | $ 12,500 |
| 11 | 72" Concrete Manhole Rehabilitation | 1 | EA | $ 15,000 | $ 15,000 |
| 12 | 84" Concrete Manhole Rehabilitation | 1 | EA | $ 17,500 | $ 17,500 |
| 13 | 96" Concrete Manhole Rehabilitation | 1 | EA | $ 20,000 | $ 20,000 |
| 14 | 60" Concrete Manhole Rehabilitation - Extra Depth | 1 | VF | $ 780 | $ 780.00 |
| 15 | 72" Concrete Manhole Rehabilitation - Extra Depth | 1 | VF | $ 940 | $ 940 |
| 16 | 84" Concrete Manhole Rehabilitation - Extra Depth | 1 | VF | $ 1,100 | $ 1,100 |
| 17 | 96" Concrete Manhole Rehabilitation - Extra Depth | 1 | VF | $ 1,250 | $ 1,250 |
| 18 | Removal of Built in Raised Manhole Steps | 1 | EA | $ 750 | $ 750 |
| 19 | Cover Built in Inset Manhole Steps | 1 | EA | $ 750 | $ 750 |
| | **Sewer Items SUBTOTAL** | | | | **$ 80,270** |
| | | | **#REF!** | | **$ 106,270.00** |
| | | | **Add/Deduct** | | |
| | | | **Bid Total** | | **$ 106,270.00** |

| | | | |
|---|---|---|---|
| Responsiveness | Addenda Acknowledged | | yes |
| | Bid Bond Included | | yes |
| | Math Errors | | no |
| | Numbers and Words Match (See Note 1) | | no |
| | Mob Max <5% | | n/a |
| | Irregularities (incomplete, unsigned, stipulation added, discrepancies) | | no |
| | Conflict of Interest Questionaire | | yes |
| | Affidavit of Eligibility | | yes |
| | Liability Insurance Certificate | | yes |
| | Must provide active licences equal to Water Operator D and either a Wastewater D license or a Class 1 Collections license | | yes |
| | Qualifications: | | |
| | 1. Experience with similar work<br>2. Financial ability to complete the work<br>3. Safety record<br>4. References | | City is familiar with the contractor and considers them to be qualified to perform the work. |

Note 1 - The bid had a minor error in the written price for Traffic Control (Miscellaneous Items number 2), where the prices is written as "Four thousand dollars and zero cents" and the bid is typed in at $4,500. Red Deer Construction indicated they would provide the traffic control at $4,000 per instance.

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
**Red Deer Construction, LLC**

as Principal, hereinafter called the Principal, and
**FCCI Insurance Company**
**6300 University Parkway, Sarasota, Fl 34240**
a corporation duly organized under the State of **Florida**
as Surety, hereinafter called the Surety, are held and firmly bound unto
**City of Midland, Texas**
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
**Midland Manhole Rehabilitation Program - Phase 1, 23004619**

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 **September 13, 2023** .

**Red Deer Construction, LLC**

Diana Engersson
(Witness)

(Seal)
(Title) President

**FCCI Insurance Company**

(Witness)

(Seal)
**Haevyn Knobloch** **Attorney-in-Fact**

AIA DOCUMENT A310 – BID BOND – AIA® - FEBRUARY 1970 ED – THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE, N.W., WASHINGTON, D. C. 20006

Printed on Recycled Paper 9/93

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina McLelland; Haevyn Knobloch

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326536 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326536 Expires February 27, 2027

Peggy Snow
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of September, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

1-IONA-3592-NA-04 7/2021

**SECTION 00 41 13 BID PROPOSAL**

Bid of Red Deer Construction LLC Date 09/13/2023
(Name of Firm)

TO: Honorable Mayor and City Council
City of Midland
300 North Lorraine
Midland, Texas 79701

FOR: MIDLAND MANHOLE REHABILITATION PROGRAM – PHASE 1

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:

**MIDLAND MANHOLE REHABILITATION PROGRAM – PHASE 1**
**BID PROPOSAL**

| **Base Bid: Miscellaneous Items** | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 1 MO | Mobilization, furnished, installed, complete and in place, for the sum of: dollars and _____ cents per month. (Pay Note M1) Ten thousand dollars and zero cents | $10,000.00 | $10,000.00 |
| 2) | EA | Traffic Control, furnished, installed, complete and in place, for the sum of: dollars and cents per month. (Pay Note M2) Four thousand dollars and zero cents | $4,500.00 | $4,500.00 |
| 3) | 1 MO | Job Site Safety, furnished, installed, complete and in place, for the sum of: dollars and cents per month. (Pay Note M3) Twelve thousand dollars and zero cents | $12,000.00 | $12,000.00 |
| 4) | Enter percentage | Material Mark-up, complete and in place, for the sum of: percent. (Pay Note M4) Eighteen | 18 % | $ 18% |



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9/13/23

**MIDLAND MANHOLE REHABILITATION PROGRAM – PHASE 1**
**BID PROPOSAL**

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 5) | Enter percentage | Labor Mark-up, complete and in place, for the sum of: Eighteen percent. (Pay Note M5) | 18 % | $ 18% |
| 6) | Enter percentage | Equipment Rental Mark-up, complete and in place, for the sum of: Eighteen percent. (Pay Note M6) | 18 % | $ 18% |
| 7) | Enter percentage | Temporary bypass pumping, all work fully performed for the sum of: Eighteen percent. (Pay Note M7) | 18 % | $ 18% |
| **Total Base Bid: Miscellaneous Items 1-7** | | | $ | |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | EA | Manhole Ring and Cover Replacement, furnished, installed, complete and in place, for the sum of dollars and cents per each (Pay Note WW1) Eight Thousand, six hundred dollars and zero cents | $8,600.00 | $8,600.00 |
| 9) | EA | Inspect Manhole, complete Inspection Form and provide photographs for the sum of dollars and cents per each (Pay Note WW2) One Thousand, one hundred dollars and zero cents | $1,100.00 | $1,100.00 |
| 10) | EA | 60" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Twelve Thousand, five hundred dollars and zero cents | $12,500.00 | $12,500.00 |



9/13/23

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 11) | EA | 72" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Fifteen thousand dollars and zero cents | $ 15,000.00 | $ 15,000.00 |
| 12) | EA | 84" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Seventeen thousand, five hundred dollars and zero cents | $17,500.00 | $ 17,500.00 |
| 13) | EA | 96" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Twenty thousand dollars and zero cents | $20,000.00 | $20,000.00 |
| 14) | VF | Extra-Depth 60" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) Seven hundred eighty dollars and zero cents | $780.00 | $780.00 |
| 15) | VF | Extra-Depth 72" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) Nine hundred fourty dollars and zero cents | $940.00 | $940.00 |
| 16) | VF | Extra-Depth 84" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) One thousand, one hundred dollars and zero cents | $1,100.00 | $1,100.00 |



9/13/23

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 17) | VF | Extra-Depth 96" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) One thousand, two hundred and fifty dollars and zero cents | $ 1,250.00 | $ 1,250.00 |
| 18) | Each MH | Removal of built-in raised manhole steps for the sum of dollars and cents per manhole (Pay Note WW5) Seven hundred and fifty dollars and zero cents | $ 750.00 | $ 750.00 |
| 19) | Each MH | Cover built-in inset manhole steps for the sum of dollars and cents per manhole (Pay Note WW5) Seven hundred and fifty dollars and zero cents | $ 750.00 | $ 750.00 |
| | | **Total Base Bid: Wastewater Items 8-19** | | $106,770.00 |
| | | **Total Base Bid** | | $106,770.00 |

One hundred and six thousand, seven hundred and seventy dollars and zero cents.

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

Bidder agrees to substantially complete all work within 30 calendar days after receipt of notice to proceed.

**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



DC
9/13/23

Dollars and cents total. ($ 5% Bid Bond ) 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 Red Deer Construction LLC

Submitted By:

Print Name and Title

David E. Chandler III - President

Signature 09/13/2023

PO Box 51473 Midland, TX 79710

Mailing Address (PO Box, City. State, Zip)

**ADDENDUM NO. 1**
**TO THE CONTRACT DOCUMENTS**
for the
**Midland Manhole Rehabilitation Program - Phase 1**
**City of Midland, Texas**

Date: September 8, 2023
Midland Bid No.: 23004619

**To All Planholders of Record and/or Prospective Bidders:**

Changes/additions in specifications are detailed below.

Changes to drawings are highlighted by clouding the change with triangle that notes the addenda number.

Below are list of specifications and drawings that have changes, additions, and /or deletions.

## SPECIFICATIONS

### 1. CONTRACT DOCUMENTS

- 00 41 13 Bid Proposal
  1) Replace this section in its entirety with the attached revised version.
- Pay Notes and Pay Quantity Notes
  *1)* Replace these sections in their entirety with the attached revised versions.
- Special Provisions 22 - Warranty Period
  1) Replace item 22 with the following text: "There is a five (5) years calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project."
- Special Provisions 24.a.
  *1)* Replace entire sentence with the following: "Global Positioning System (GPS) information for each of the manhole to accurately identify the manhole location."

## DRAWINGS

The following drawings have been revised and are included in this set

### 1. CIVIL SHEETS

- DWG C-104 All Precast Concrete Sewer Manholes in Draws
- DWG C-105 All Precast Concrete Sewer Manholes in Draws
- DWG C-106 All Poured Concrete Sewer Manholes in Draws

## PRE BID MEETING MINUTES

The Pre bid Meeting Minutes are included within this package.

## BID PERIOD QUESTIONS

The following questions were asked via email during the bid period. Answers are also included.

**1. Questions**

- My company is interested in bidding this project however, is this bid going to be a best value bid? Cured in place (CIPM) liners are warrantied for at least 20 years whereas geo-polymer (Mainstay) lining appear to have no warranty? Is there no warranty requirement for this project? How do you plan to ensure a "low bid" contract award does not essentially become a sole sourcing bid for the geo-polymer as it is a much more inferior product? Thanks in advance.

    1) A minimum warranty of 5 years has been added to the contract documents and the city has allowed an "or equal" alternative for both specifications sections provided. The city will take into account all aspects of the bid during the bid evaluation.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Proposal or by submitting the Addendum (excluding the Site Certificate) with the bid package. Bidders shall also acknowledge all addendum on the outside of their sealed bid envelope. Proposals submitted without acknowledgement or without this Addendum will be considered informal.

Jacobs Engineering Group, Inc.

09/13/2023

David E. Chandler III - President

Jeff Miner, P.E.
Project Manager

9/8/2023

ATTACHMENTS:

1) DRAWINGS (3 pages)
2) CONTRACT DOCUMENTS (8 pages)
3) MINUTES (7 pages)

**END OF ADDENDUM NO. 1**

**GUARANTEE**
**OF MATERIALS FOR**
**APPLIED BARRIER SYSTEMS**

| | |
|---|---|
| Customer: | City of Midland, Texas |
| Supplier: | Madewell Products Corporation |
| Reference: | Midland Manhole Rehabilitation Program – Phase 1 |
| Barrier System(s): | Mainstay GeoSpin |
| Contract No: | B-1583 |

In connection with the installation of the above Barrier System(s) on the above Structure(s) and subject to all the terms and conditions contained herein, Supplier does hereby guarantee for a period of five (5) years following said application against failure of the Barrier System(s) to protect the structure from deterioration because of defective materials. This guarantee is given under the following conditions:

This guarantee shall be inapplicable to any damage to or failure of the Barrier System(s) which may occur for any reason other than defective Barrier System material(s), including, but not limited to, damage caused by defects or failures of the Structure(s) or corrosive chemicals or operating conditions for which the Barrier System(s) are not suitable. "Suitable," as used herein shall mean conditions described in literature published by Madewell Products Corporation's main office as being appropriate for the specific Barrier System(s) or conditions expressly approved without exception by Madewell Products Corporation on a Product/Service Approval Form.

As a condition to the Supplier's obligation under this guarantee, Customer must within twenty (20) calendar days of discovery of and within the guarantee period give Supplier written notice at Supplier's address stated herein of discovery of any defects and Supplier shall have no liability for any cost incurred by Customer in repair or replacement of the Barrier System(s) prior to receipt of such notice. Following receipt of such notice, Supplier shall be given opportunity to inspect the affected Barrier System(s) and all claimed damage thereto or failure thereof, and if Supplier finds that the Barrier System(s) is (are) in fact defective so that this guarantee is in effect, the materiality of such defects to be judged by generally accepted standards within the industry, then Supplier shall have the exclusive right at its option and direction to repair, replace or obtain the services of others to repair or replace the damaged Barrier System(s). Supplier shall have no obligation to repair or renovate damage to or deterioration of the Structure(s). Supplier shall perform such inspections, repair, and replacement within a reasonable time following receipt of notice from the Customer.

Notwithstanding anything contained herein to the contrary, the total cost to Supplier under this guarantee shall not exceed the total payments received by Supplier for the defective portion of the applied Barrier System(s). The obligation of Supplier to repair or replace the defective Barrier System(s) under this guarantee shall be limited to repairs or replacements sufficient to re-establish the integrity of the Barrier System(s) to properly perform the intended functions within generally accepted standards of the industry in effect at the time of such repairs or replacements.

This guarantee shall be construed and enforced under the laws of the State of Georgia.

THIS GUARANTEE IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED. SUPPLIER MAKES NO GUARANTEE OR WARRANTY EXCEPT AS INCLUDED HEREIN AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SUPPLIER MORE THAN ONE (1) YEAR AFTER ACCRUAL OF THE CAUSE OF ACTION THEREFOR. Any such suit or action shall be brought in the Courts situated in Fulton County, Georgia.

In Witness Whereof, Supplier has caused this guarantee to be executed this.

13th day of September, 2023.

Supplier: Madewell Products Corporation
7561 Industrial Court
Alpharetta, GA 30007
Phone: (770) 475-8199
Facsimile: (770) 475-8167

By: _____ - Red Deer Construction LLC

Title: President

Accepted by Customer.

By: _____

Its: _____

Guarantee is not valid unless accepted by Customer by signing above.

# 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.**

Red Deer Construction LLC

**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.**

N/A

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.**

N/A

**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 9:19

Signature of vendor doing business with the governmental entity

09/13/2023

Date September 26, 2023

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: Red Deer Construction LLC

Local Address (must be within the City limits): 401 North Colorado, Suite 213 Midland, TX 79701

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? 19
3. Year your business was established in the City of Midland: 2013
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 3-20505-5535-1

   Company Name and Address (as it appears on permit):
   Red Deer Construction, LLC
   309 Solomon LN
   Midland, TX 79705-3034
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: 09/13/2023

Printed Name and Title: David E. Chandler III - President

REDDEER-01 LBOONE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/5/2022

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: | |
|---|---|---|
| Boley-Featherston Insurance<br>701 Lamar Street<br>Wichita Falls, TX 76301 | PHONE (A/C, No, Ext): (940) 723-7111 | FAX (A/C, No): (940) 723-7531 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : FCCI Insurance Company | 10178 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Red Deer Construction, LLC
P.O. Box 51473
Midland, TX 79710

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | CPP10006166902 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | CA10006167002 | 10/1/2022 | 10/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | UMB10006167102 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC010006167202 | 10/1/2022 | 10/1/2023 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Limited Pollution | | | CPP10006166902 | 10/1/2022 | 10/1/2023 | Work Sites | 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Midland
PO Box 1152
Midland, TX 79701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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# TCEQ Search Licensing or Registration Information

## License Detail

To report a change of address, phone number, or email address, please fill out the form located at https://www.tceq.texas.gov/licensing/forms/contactupdate.

**CN:** CN605089184
**Name:** CHANDLER, DAVID E III
**State:** TX
**County:** MIDLAND

## License(s)

There were 4 licenses found.

| Program | License Type and Level | License Number | Last Issued Date | Exp. Date | License Status | CE Hours |
|---|---|---|---|---|---|---|
| OSSFOL | OSSF INSTALLER I | OS0033559 | 08/06/2021 | 05/31/2024 | CURRENT | 3 |
| WATEROL | WATER OPERATOR D | WO0038413 | 03/10/2022 | 03/07/2025 | CURRENT | 20 |
| WWOL | WASTEWATER TREATMENT OPERATOR D | WW0055213 | 03/09/2022 | 03/22/2025 | CURRENT | 20 |
| WWOL | WASTEWATER COLLECTION OPERATOR II | N/A | N/A | N/A | VOID | N/A |

**Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.**

## Application(s) within the Last 2 Years

There were 2 applications found.

| Program | Type and Level | App. Type | App. Status | App. Review Date | App. Expiration Date | Deficiency Letter Date | Total Hours |
|---|---|---|---|---|---|---|---|
| WATEROL | WATER OPERATOR D | RENEWAL | LICISSUED | 03/10/2022 | 04/06/2022 | No Deficiency | 164 |
| WWOL | WASTEWATER TREATMENT OPERATOR D | RENEWAL | LICISSUED | 03/09/2022 | 04/21/2022 | No Deficiency | 189 |

## Course(s)

There were 41 courses found. **Note:** You may see the same course listed multiple times. This occurs because the course counted towards multiple license programs.

| Program | Course Title | Course Code | Hours | Date | Provider |
|---|---|---|---|---|---|
| BPATOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| CSIOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| LIOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| LIOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| LPSTOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| LPSTOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| LPSTOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| MSWOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| OSSFOL | SEMINAR -- ON-SITE SEWAGE FACILITIES | 845 | 3.0 | 02/24/2022 | COLEINC |
| OSSFOL | OSSF CONFERENCE | 655 | 13.0 | 07/29/2021 | TOWA |
| OSSFOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| OSSFOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| OSSFOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| OSSFOL | (SP CORE)WATER UTILITY SAFETY ONLINE | 1132 | 8.0 | 01/14/2019 | TRWA |
| OSSFOL | ON-SITE INSTALLER I | 417 | 13.0 | 05/08/2018 | TEEX ITSI |
| USTOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| USTOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| USTOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| WATEROL | VALVE AND HYDRANT MAINTENANCE | 961 | 20.0 | 02/09/2023 | TEEX ITSI |

| | | | | | |
|---|---|---|---|---|---|
| WATEROL | (CRSPD DISTRIBUTION) CSUS W DIST SYS O&M (= 605) | 755 | 20.0 | 02/28/2022 | CAL STATE |
| WATEROL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/28/2022 | CAL STATE |
| WATEROL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/27/2022 | CAL STATE |
| WATEROL | (CRSPD DISTRIBUTION) CSUS W DIST SYS O&M (= 605) | 755 | 20.0 | 02/09/2022 | CAL STATE |
| WATEROL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| WATEROL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| WATEROL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| WATEROL | (SP CORE)PUMP & MOTOR MAINTENANCE ONLINE(TRWA) | 397 | 20.0 | 03/01/2019 | TRWA |
| WATEROL | (SP CORE)WATER UTILITY SAFETY ONLINE | 1132 | 20.0 | 01/14/2019 | TRWA |
| WATEROL | (CORE) BASIC WATERWORKS OPERATION | 92 | 20.0 | 01/20/2016 | TWUA |
| WWOL | VALVE AND HYDRANT MAINTENANCE | 961 | 20.0 | 02/09/2023 | TEEX ITSI |
| WWOL | (CRSPD+VOL2=COLL) O&M WW COLLECTION SYSTEMS VOL I | 350 | 30.0 | 02/28/2022 | CAL STATE |
| WWOL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/28/2022 | CAL STATE |
| WWOL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/27/2022 | CAL STATE |
| WWOL | WASTEWATER SEMINAR | 1436 | 5.0 | 02/24/2022 | COLEINC |
| WWOL | (CRSPD+VOL2=COLL) O&M WW COLLECTION SYSTEMS VOL I | 350 | 30.0 | 02/21/2022 | CAL STATE |
| WWOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| WWOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| WWOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| WWOL | (SP CORE)PUMP & MOTOR MAINTENANCE ONLINE(TRWA) | 397 | 20.0 | 03/01/2019 | TRWA |
| WWOL | (SP CORE)WATER UTILITY SAFETY ONLINE | 1132 | 20.0 | 01/14/2019 | TRWA |
| WWOL | (CORE) BASIC WASTEWATER OPERATIONS | 59 | 20.0 | 01/22/2016 | TWUA |

**Note:** Approved training providers are responsible for submitting approved training to TCEQ. Please allow 30 days from the last date of the training session for a record to appear in the search results. If a course does not appear in your training record after that time, please contact the training provider of the missing course. You may find contact information for approved training providers at https://www.tceq.texas.gov/licensing/training/AllTrainingProviders.

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# Certified Applicator Certificate

*By completing a comprehensive training program and demonstrating the ability to safely and effectively apply the Mainstay Composite Liner restoration and corrosion barrier system,*

## Red Deer Construction, LLC.

*Has attained the designation of*

## Mainstay Composite Liner Certified Applicator

*Valid January 1, 2023 - December 31, 2023*

**Madewell Products Corporation**

Craig S. Closser, VP of Business Development

1/1/2023
Date Issued

Madewell®
"THE NAME SAYS IT ALL"

**RESOLUTION NO. _____**

**RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND MANHOLE REHABILITATION PROGRAM - PHASE 1 PROJECT TO RED DEER CONSTRUCTION, LLC, FOR AN AMOUNT NOT TO EXCEED $2,000,000.00; AND TRANSFERRING AND APPROPRIATING FUNDS**

**WHEREAS,** Motion 103-2023 approved plans and specifications and authorized the advertisement for bids for the Midland Manhole Rehabilitation Program - Phase 1 Project; and

**WHEREAS**, bids were opened on September 13, 2023, with the sole responsive bid being submitted by Red Deer Construction, LLC, as shown on the bid documents attached hereto as Exhibit "A" and incorporated herein for all purposes; and

**WHEREAS**, the City Council finds the amount proposed by Red Deer Construction, LLC, to be fair and reasonable; and

**WHEREAS**, the City Council finds it to be in the public interest to award a contract to Red Deer Construction, LLC, for the Midland Manhole Rehabilitation Program - Phase 1 Project;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Red Deer Construction, LLC, for the Midland Manhole Rehabilitation Program - Phase 1 Project for an amount not to exceed $2,000,000.00. Said contract to be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

**SECTION TWO.** That funds are available in the FY2024 operating budget of the Water & Sewer Fund and shall be transferred and appropriated to a project in the Water & Sewer Capital Projects Fund.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to

pay Red Deer Construction, LLC, pursuant to the terms of said contract upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# CITY OF MIDLAND

## MIDLAND MANHOLE REHABILITATION PROGRAM - PHASE 1

AUGUST, 2023

MIDLAND
Feel the Energy!

MAYOR
LORI BLONG

COUNCIL MEMBERS

| | |
|---|---|
| SCOTT DUFFORD | DISTRICT 1 |
| JOHN NORMAN | DISTRICT 2 |
| JACK LADD | DISTRICT 3 |
| AMY STRETCHER BURKES | DISTRICT 4 |
| DAN CORRALES | AT LARGE |
| ROBIN POOLE | AT LARGE |

CITY MANAGER
TOMMY GONZALES
DIRECTOR OF UTILITIES
CARL CRAIGO, P.E.
ASSISTANT DIRECTOR OF UTILITIES
KERRY J KOEHLER, P.E.

CITY OF MIDLAND, 300 N. LORAINE ST.
MIDLAND, TEXAS 79701

SHEET INDEX


| SHEET NO. | SHEET DESCRIPTION |
|---|---|
| C-101 | COVER |
| C-102 | GENERAL NOTES |
| C-103 | GENERAL NOTES |
| C-104 - C-106 | INVENTORY SHEET |
| M-101 - M-114 | MANHOLE ACTIONS |

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED
PROFESSIONAL ENGINEER
7/27/2023

GENERAL NOTES:

A. THE MIDLAND DRAW SEWER MANHOLE REHABILITATION PROJECT CONSISTS OF THE REHABILITATION, AS REQUIRED, OF EXISTING CONCRETE SANITARY SEWER MANHOLES LYING IWITHIN MIDLAND DRAW, FROM EAST GOLF COURSE RD. TO NORTH A ST.; JAL DRAW, FROM ITS CONFLUENCE WITH MIDLAND DRAW TO HOLIDAY HILL RD.; AND SCHARBAUER DRAW, FROM ITS CONFLUENCE WITH MIDLAND DRAW TO NORTH LAMESA RD.

B. ALL CONTRUCTION TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL, OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD REQUIREMENT, OR REGULATION WILL GOVERN.

C. ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

D. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWINGS SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND CONSTRUCTION AD RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

E. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND CONSTRUCTION AND RECORD DRAWINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

F. CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

G. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF THE ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

H. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN FIVE (5) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

I. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.

J. ALL EXCESS MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND WILL BE REMOVED FROM THE PROJECT SITE.

K. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

L. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

M. CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

N. EXISTING CONDITIONS AT PROJECT LOCATION ARE COMPLEX AND FLUID. THERE ARE MULTIPLE OR SIGNIFICANT CHANGES IN FIELD CONDITIONS AT THIS LOCATION, AND EXISTING SURFACE OR SUB-SURFACE CONDITIONS SHOWN IN THIS CONSTRUCTION DRAWING SET MAY NOT REFLECT ALL EXISTING CONDITIONS WHEN CONSTRUCTION COMMENCES. CONTRACTOR IS REMINDED TO VERIFY ALL EXISTING CONDITIONS BEFORE DEMOLITION, EXCAVATION, OR CONSTRUCTION.

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED
PROFESSIONAL ENGINEER
7/27/2023

EROSION CONTROL NOTES:

A. INSTALL TEMPORARY EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B. CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISITNG EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C. CONTRACTOR TO MAINTAIN A REASONABLE CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN PERMISSIBLE STAGING AND STORAGE AREA. THIS AREA NEED NOT BE REVEGATED ON COMPLETION OF PROJECT.

E. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN THE CHANNEL BOTTOM. IF ADDITIONAL STORAGE AREAS ARE NEEDED. THEY SHOULD BE APPROVED BY THE CITY OF MIDLAND AND LOCATED EITHER OFF-SITE OR ON THE UNEXCAVATED AREAS ABOVE THE TOP OF BANK.

F. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPORVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

G. CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTLITIY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

H. IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS, ADDITONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

I. CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROLS PLACED OR IMPEDE THEIR EFFECTIVENESS.

J. NO MORE THAN THREE (3) CALENDAR DAYS ARE TO ELAPSE AFTER COMPLETION OF CONSTRUCTION BEOFRE THE FINAL RAODWAY AND RIGHT-OF-WAY CLEANUP HAS BEEN COMPLETED TO THE SATISFACTION OF THE ENGINEER.

K. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPORPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

L. CONTRACTOR IS NOT TO BACKFILL OVER MANHOLES THAT ARE SET OR ADJUSTED BELOW EXSITING GROUND.

M. LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE.

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED
PROFESSIONAL ENGINEER
7/27/2023

# ALL PRECAST CONCRETE SEWER MANHOLES IN DRAWS

| Man Hole_ID | Sheet | Diameter | Elevation | Invert Elevation | Manhole Depth |
|---|---|---|---|---|---|
| 7581 | M-101 | 24 | Unknown | Unknown | 11.29 |
| 7580 | M-101 | 24 | 2783.30 | 2772.05 | 11.25 |
| 7579 | M-101 | 24 | 2783.80 | 2773.14 | 10.66 |
| 5085 | M-102 | 24 | 2762.19 | 2752.65 | 9.54 |
| 7595 | M-102 | 24 | 2777.34 | 2767.27 | 10.07 |
| 7570 | M-102 | 24 | 2776.01 | 2767.79 | 8.22 |
| 7571 | M-102 | 24 | 2777.11 | 2768.53 | 8.58 |
| 1524 | M-102 | 24 | 2785.84 | 2769.54 | 16.30 |
| 8606 | M-102 | 24 | 2791.57 | 2771.35 | 20.22 |
| 5094 | M-103 | 24 | 2755.43 | 2746.48 | 8.95 |
| 5092 | M-103 | 24 | 2769.63 | 2760.75 | 8.88 |
| 5091 | M-103 | 24 | 2770.41 | 2761.66 | 8.75 |
| 5090 | M-103 | 24 | 2771.34 | 2762.50 | 8.84 |
| 5061 | M-103 | 24 | 2771.91 | 2763.12 | 8.79 |
| 5089 | M-103 | 24 | 2771.95 | 2763.47 | 8.48 |
| 5087 | M-103 | 24 | 2760.96 | 2751.47 | 9.49 |
| 5086 | M-103 | 24 | 2760.63 | 2751.90 | 8.73 |
| 807 | M-104 | 24 | 2768.79 | 2754.99 | 13.80 |
| 1564 | M-104 | 24 | 2764.41 | 2757.87 | 6.54 |
| 805 | M-104 | 24 | 2770.20 | 2756.78 | 13.42 |
| 1565 | M-104 | 24 | 2765.24 | 2758.35 | 6.89 |
| 809 | M-104 | 24 | Unknown | Unknown | 14.57 |
| 810 | M-104 | 24 | 2763.92 | 2754.23 | 9.69 |
| 9542 | M-104 | 24 | 2771.38 | 2756.16 | 15.22 |
| 5100 | M-104 | 24 | 2765.45 | 2755.28 | 10.17 |
| 5099 | M-104 | 24 | 2765.63 | 2756.35 | 9.28 |
| 5101 | M-104 | 24 | 2772.07 | 2757.94 | 14.13 |
| 685 | M-104 | 24 | 2772.45 | 2758.64 | 13.81 |
| 5098 | M-104 | 24 | 2765.87 | 2757.04 | 8.83 |
| 5097 | M-104 | 24 | 2753.80 | 2744.38 | 9.42 |
| 5096 | M-104 | 24 | 2753.51 | 2744.85 | 8.66 |
| 5095 | M-104 | 24 | 2754.38 | 2745.65 | 8.73 |
| 686 | M-105 | 24 | 2761.94 | 2750.58 | 11.36 |
| 3044 | M-105 | 24 | 2762.58 | 2750.68 | 11.90 |
| 688 | M-105 | 24 | 2764.74 | 2751.11 | 13.63 |
| 7904 | M-105 | 24 | 2764.18 | 2751.59 | 12.59 |
| 687 | M-105 | 24 | 2766.61 | 2751.46 | 15.15 |
| 3656 | M-105 | 24 | 2758.77 | 2748.61 | 10.16 |
| 802 | M-105 | 24 | 2768.28 | 2752.97 | 15.31 |
| 3373 | M-105 | 0 | 2762.04 | 2754.90 | 7.14 |
| 689 | M-105 | 24 | 2761.17 | 2749.89 | 11.28 |

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED
PROFESSIONAL ENGINEER
7/27/2023

# ALL PRECAST CONCRETE SEWER MANHOLES IN DRAWS

| Man Hole_ID | Sheet | Diameter | Elevation | Invert Elevation | Manhole Depth |
|---|---|---|---|---|---|
| 3036 | M-105 | 24 | 2768.43 | 2753.63 | 14.80 |
| 1562 | M-105 | 24 | 2763.93 | 2756.98 | 6.95 |
| 1563 | M-105 | 24 | 2764.35 | 2757.44 | 6.91 |
| 7224 | M-106 | 24 | 2762.18 | 2748.52 | 13.66 |
| 6182 | M-107 | 24 | Unknown | Unknown | 10.05 |
| 3653 | M-107 | 24 | 2756.20 | 2746.58 | 9.62 |
| 8122 | M-108 | 24 | 2752.77 | 2740.76 | 12.01 |
| 9656 | M-109 | 24 | 2792.59 | 2786.99 | 5.60 |
| 5442 | M-109 | 24 | 2802.02 | 2787.52 | 14.50 |
| 636 | M-109 | 24 | 2801.21 | 2794.05 | 7.16 |
| 9655 | M-110 | 24 | 2793.76 | 2788.42 | 5.34 |
| 7349 | M-110 | 24 | 2795.37 | 2789.96 | 5.41 |
| 9651 | M-110 | 24 | 2806.64 | 2793.24 | 13.40 |
| 9653 | M-110 | 24 | 2795.76 | 2790.22 | 5.54 |
| 9648 | M-110 | 24 | 2806.61 | 2795.00 | 11.61 |
| 9796 | M-110 | 0 | 2806.61 | 2795.93 | 10.68 |
| 9800 | M-110 | 24 | 2806.27 | 2798.27 | 8.00 |
| 9802 | M-110 | 24 | 2807.28 | 2796.92 | 10.36 |
| 9684 | M-111 | 24 | 2816.22 | 2808.77 | 7.45 |
| 9683 | M-111 | 24 | 2811.39 | 2799.39 | 12.00 |
| 9685 | M-111 | 24 | 2814.96 | 2807.96 | 7.00 |
| 9687 | M-111 | 24 | 2814.87 | 2803.18 | 11.69 |
| 9688 | M-111 | 24 | 2809.96 | 2797.93 | 12.03 |
| 697 | M-111 | 24 | 2812.53 | 2802.53 | 10.00 |
| 9689 | M-111 | 24 | 2811.55 | 2797.59 | 13.96 |
| 5889 | M-111 | 24 | 2812.94 | 2801.94 | 11.00 |
| 5888 | M-111 | 24 | 2812.50 | 2801.50 | 11.00 |
| 5141 | M-111 | 24 | 2811.26 | 2796.31 | 14.95 |
| 5831 | M-111 | 24 | 2811.99 | 2800.94 | 11.05 |
| 9695 | M-111 | 24 | 2805.63 | 2795.64 | 9.99 |
| 9694 | M-111 | 24 | 2807.33 | 2796.38 | 10.95 |
| 3583 | M-112 | 24 | 2820.63 | 2814.19 | 6.44 |
| 6268 | M-112 | 24 | 2816.06 | 2806.52 | 9.54 |
| 3581 | M-112 | 24 | 2819.86 | 2813.42 | 6.44 |
| 7607 | M-112 | 24 | 2816.47 | 2805.46 | 11.01 |
| 5497 | M-112 | 24 | 2800.20 | 2791.05 | 9.15 |
| 4799 | M-112 | 0 | 2820.01 | 2814.41 | 5.60 |
| 6495 | M-112 | 24 | 2813.17 | 2801.21 | 11.96 |
| 5295 | M-112 | 24 | 2817.21 | 2806.57 | 10.64 |
| 8900 | M-113 | 0 | 2829.70 | 2821.84 | 7.86 |
| 8895 | M-113 | 24 | 2822.52 | 2813.01 | 9.51 |
| 8894 | M-113 | 24 | 2822.01 | 2811.55 | 10.46 |
| 8891 | M-113 | 24 | 2819.77 | 2809.53 | 10.24 |
| 3574 | M-113 | 24 | 2823.58 | 2817.39 | 6.19 |
| 8890 | M-113 | 24 | 2819.40 | 2808.58 | 10.82 |
| 3575 | M-113 | 24 | 2821.51 | 2815.03 | 6.48 |

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED PROFESSIONAL ENGINEER
7/27/2023

# ALL POURED CONCRETE SEWER MANHOLES IN DRAWS

Jacobs

| Man Hole_ID | Sheet | Diameter | Elevation | Invert Elevation | Manhole Depth |
|---|---|---|---|---|---|
| 5093 | M-103 | 24 | 2755.80 | 2747.04 | 8.76 |
| 3051 | M-104 | 24 | 0.00 | 0.00 | 8.47 |
| 5103 | M-104 | 24 | 2764.32 | 2754.66 | 9.66 |
| 3658 | M-105 | 24 | 0.00 | 0.00 | 10.36 |
| 3048 | M-105 | 24 | 0.00 | 0.00 | 9.90 |
| 3050 | M-105 | 24 | 0.00 | 0.00 | 9.45 |
| 637 | M-109 | 24 | 2801.74 | 2787.80 | 13.94 |
| 9646 | M-110 | 24 | 2806.22 | 2800.92 | 5.30 |
| 9792 | M-110 | 24 | 2805.96 | 2797.72 | 8.24 |
| 9686 | M-111 | 24 | 2814.79 | 2805.38 | 9.41 |
| 5877 | M-111 | 24 | 2801.73 | 2791.43 | 10.30 |
| 5838 | M-111 | 24 | 2809.60 | 2799.68 | 9.92 |
| 9690 | M-111 | 24 | 2813.66 | 2802.38 | 11.28 |
| 9691 | M-111 | 24 | 2813.56 | 2802.98 | 10.58 |
| 9674 | M-112 | 24 | 2819.82 | 2808.82 | 11.00 |
| 6494 | M-112 | 24 | 2817.58 | 2806.58 | 11.00 |
| 2993 | M-114 | 24 | 2832.35 | 2817.55 | 14.80 |

7/27/2023

# All Precast and Poured Concrete Sewer Manholes in Draws

Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

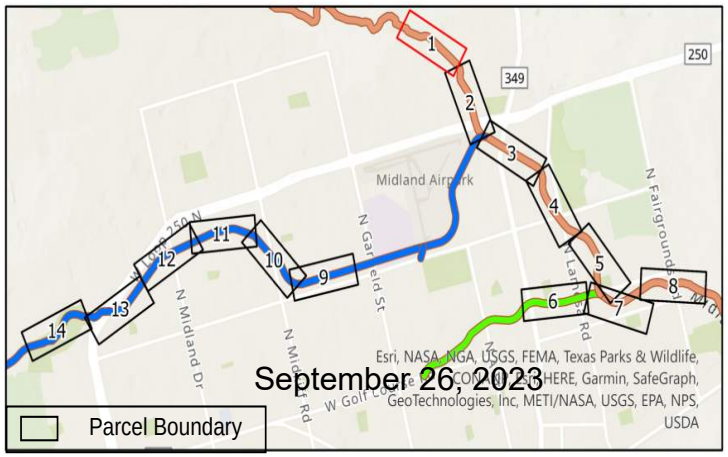
0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED
PROFESSIONAL ENGINEER

7/27/2023

9.34




September 26, 2023

SHEET M-101 7 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws

Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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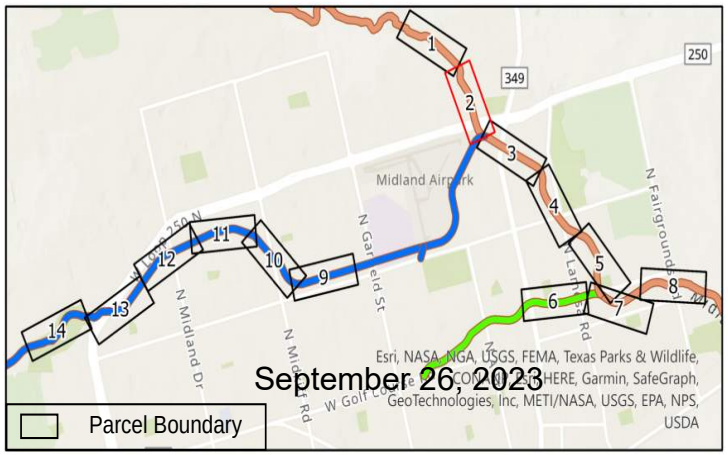
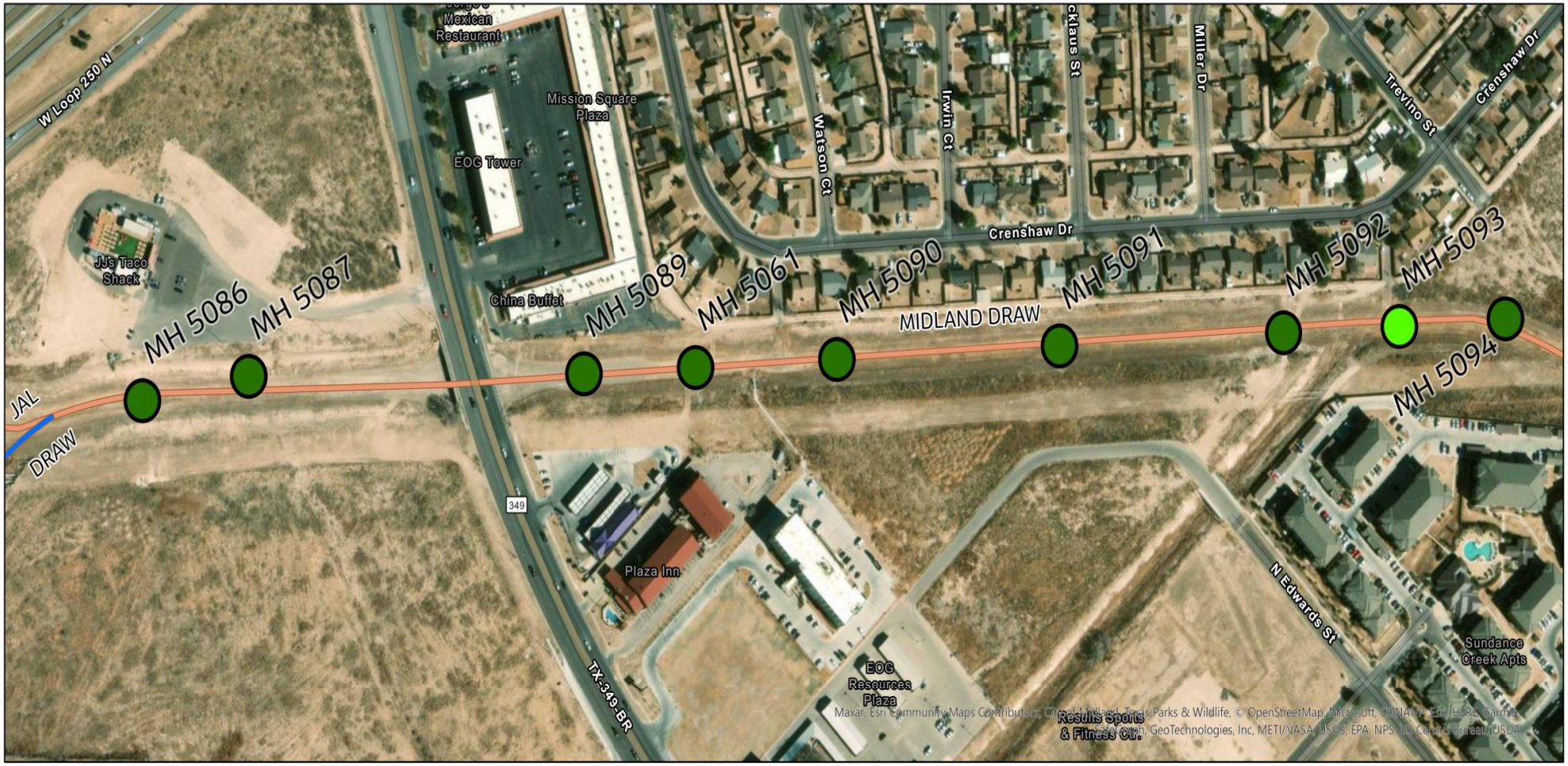



9.35

September 26, 2023

SHEET M-102 8 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

STATE OF TEXAS
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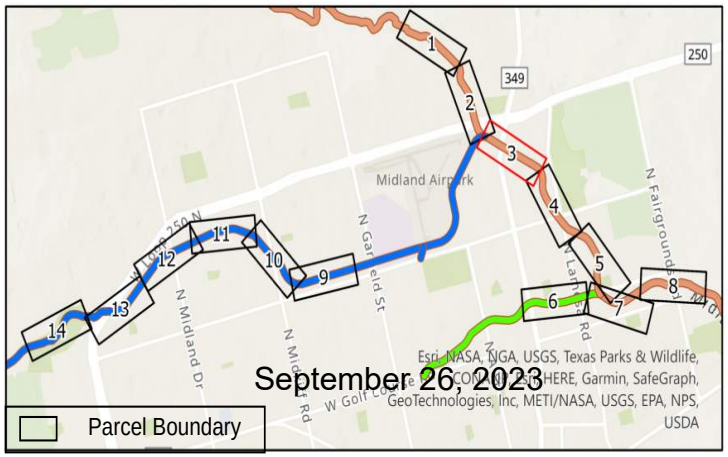
141646
LICENSED PROFESSIONAL ENGINEER

7/27/2023




9.36

September 26, 2023

# All Precast and Poured Concrete Sewer Manholes in Draws

Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

STATE OF TEXAS
JEFFREY ALLEN MINER
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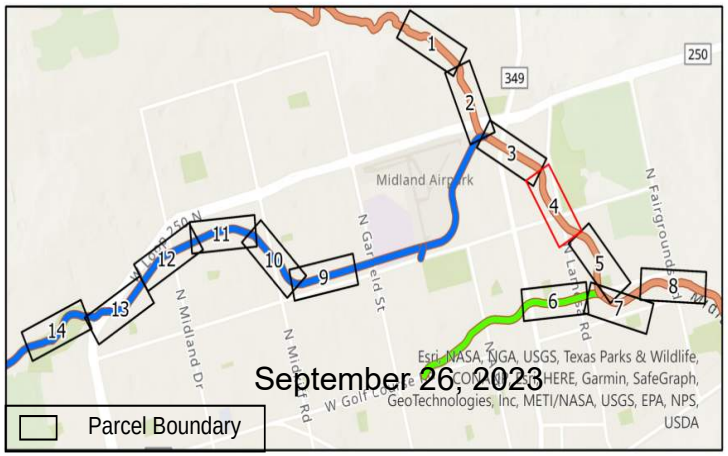
LICENSED
PROFESSIONAL ENGINEER

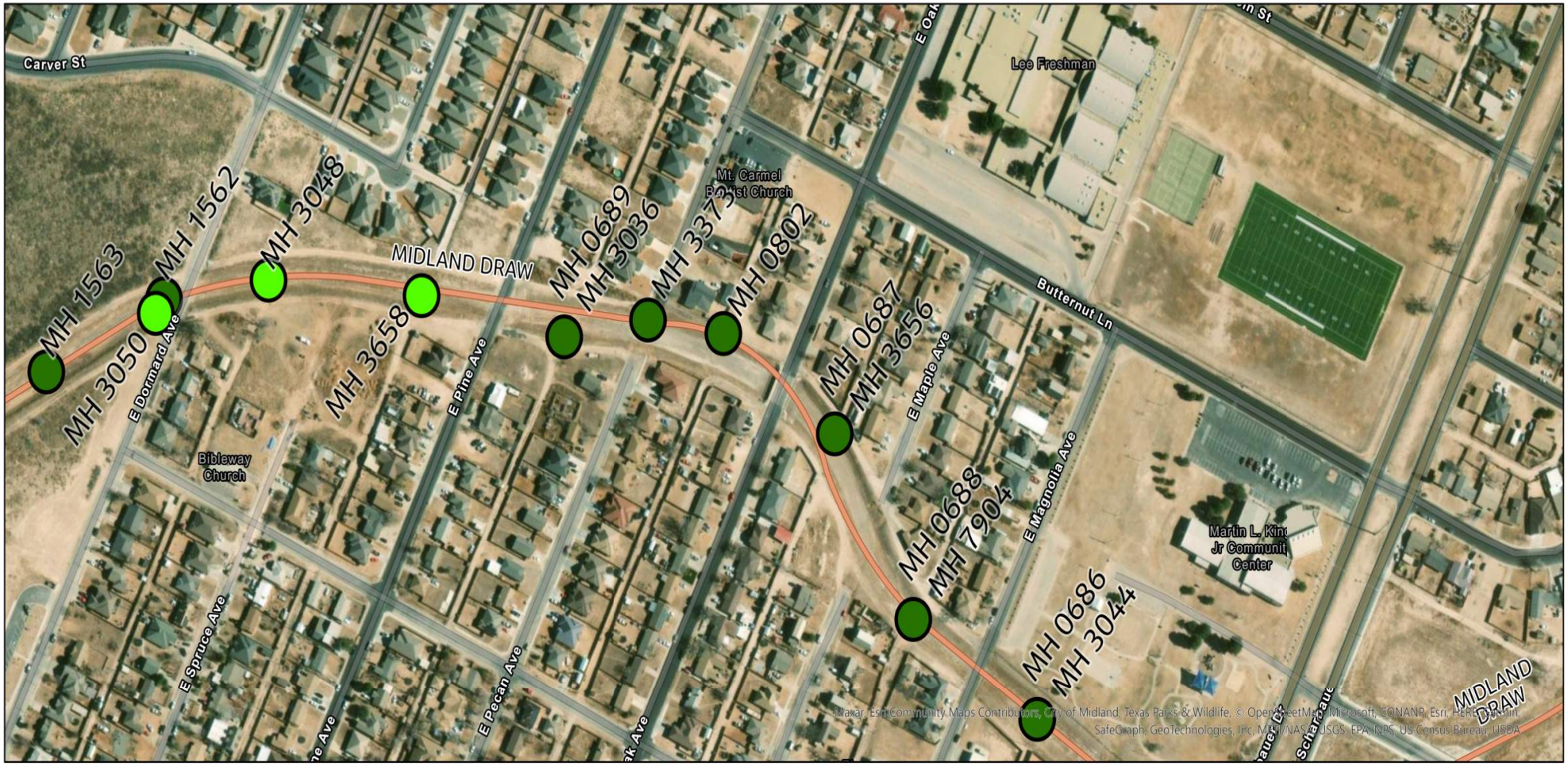
7/27/2023




9.37

September 26, 2023

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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9.38

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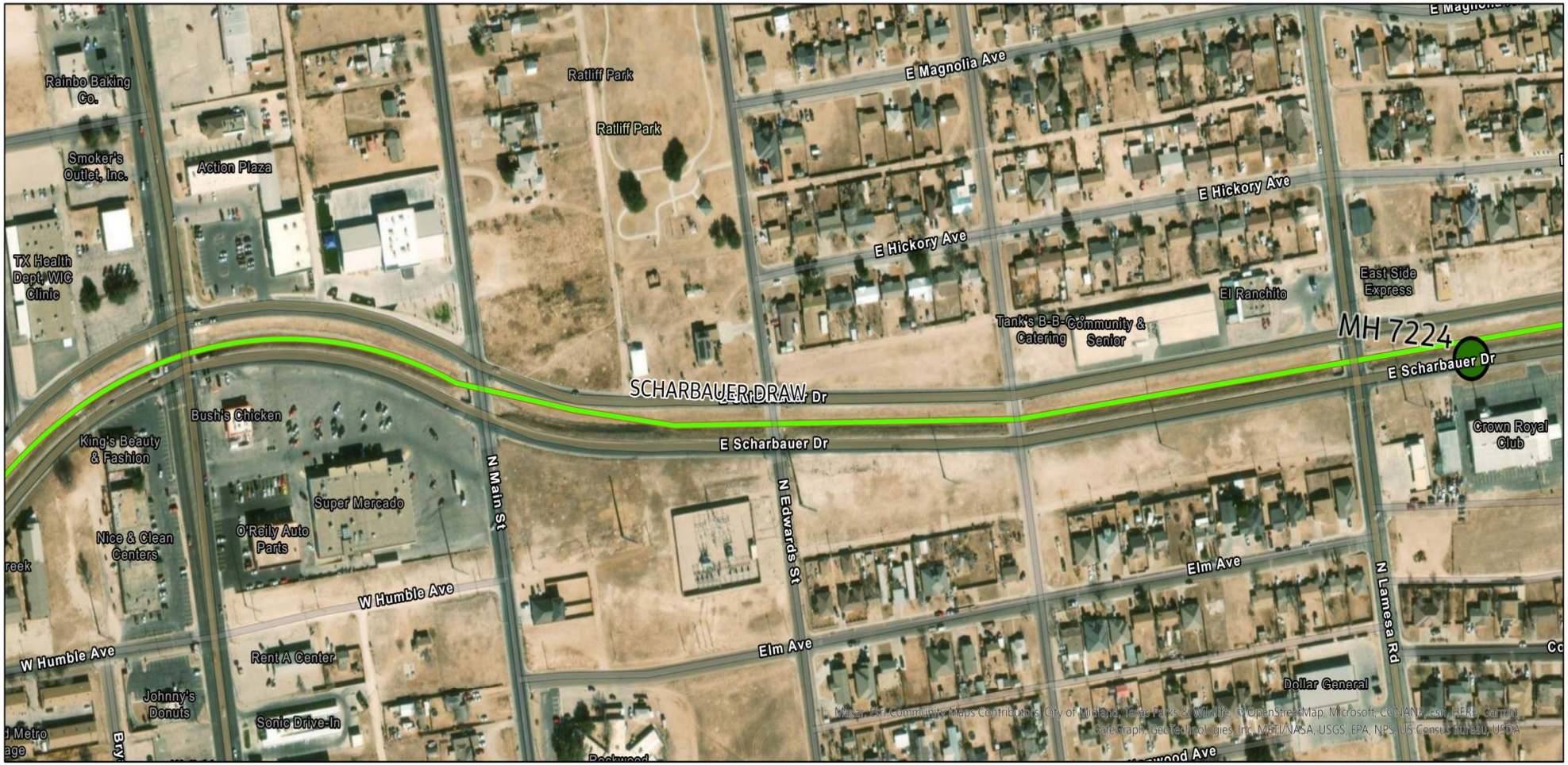
# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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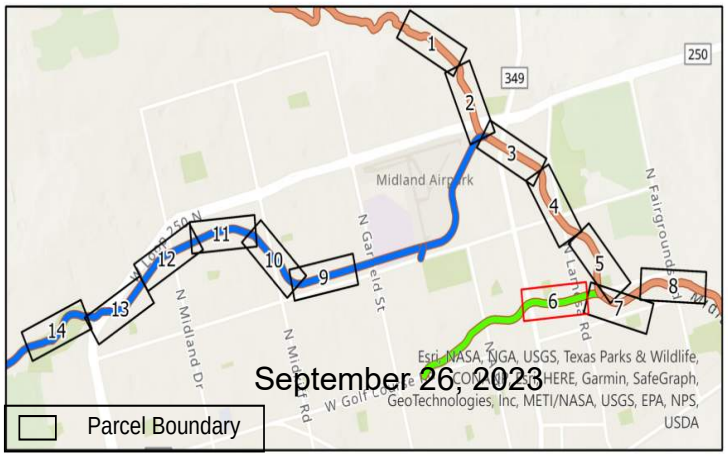
9.39




September 26, 2023

SHEET M-106 12 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws

Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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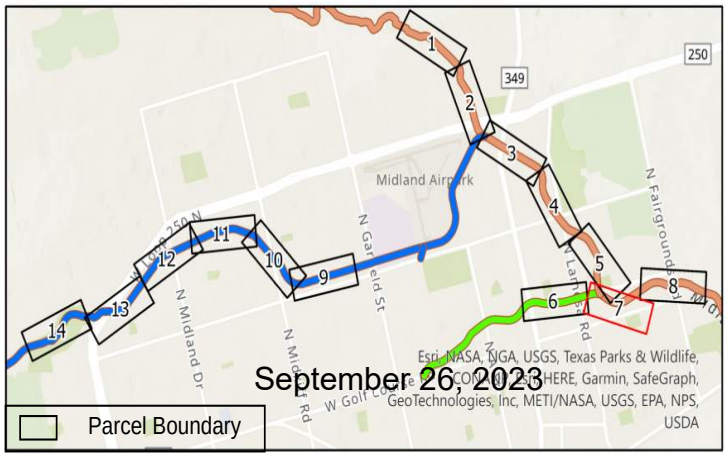
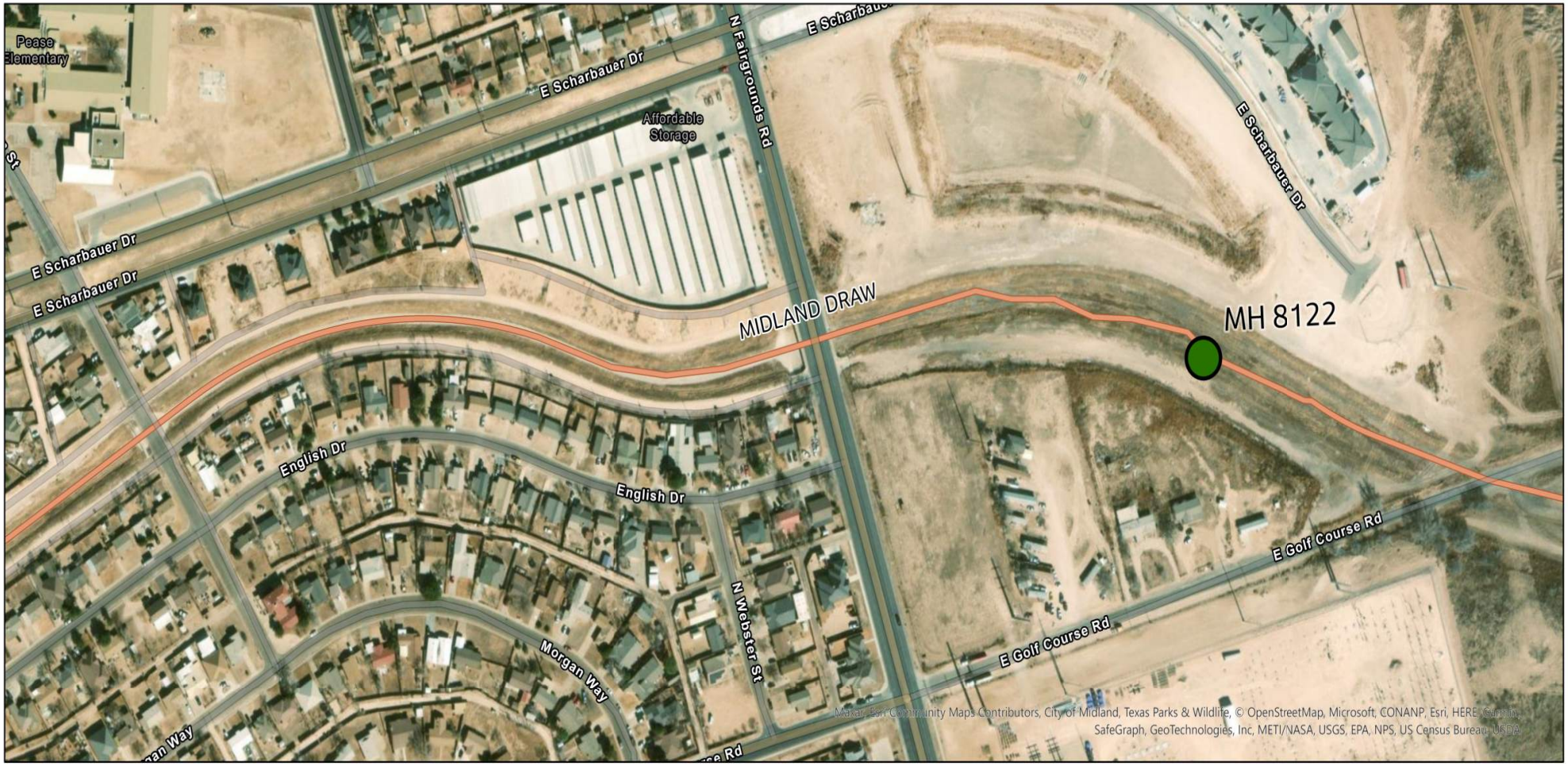



9.40

September 26, 2023

SHEET M-107 13 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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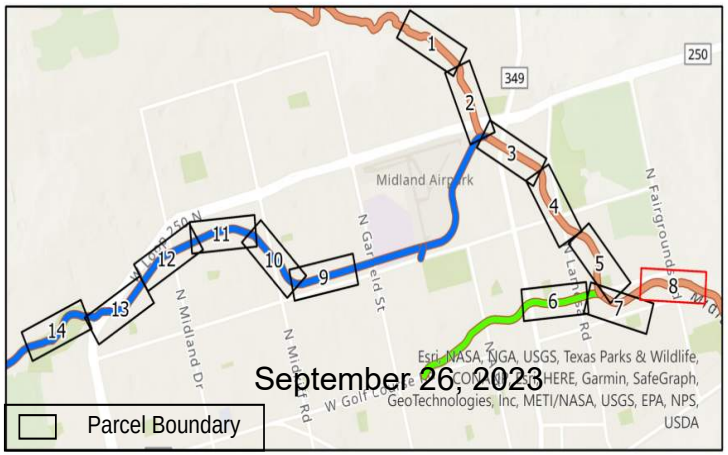
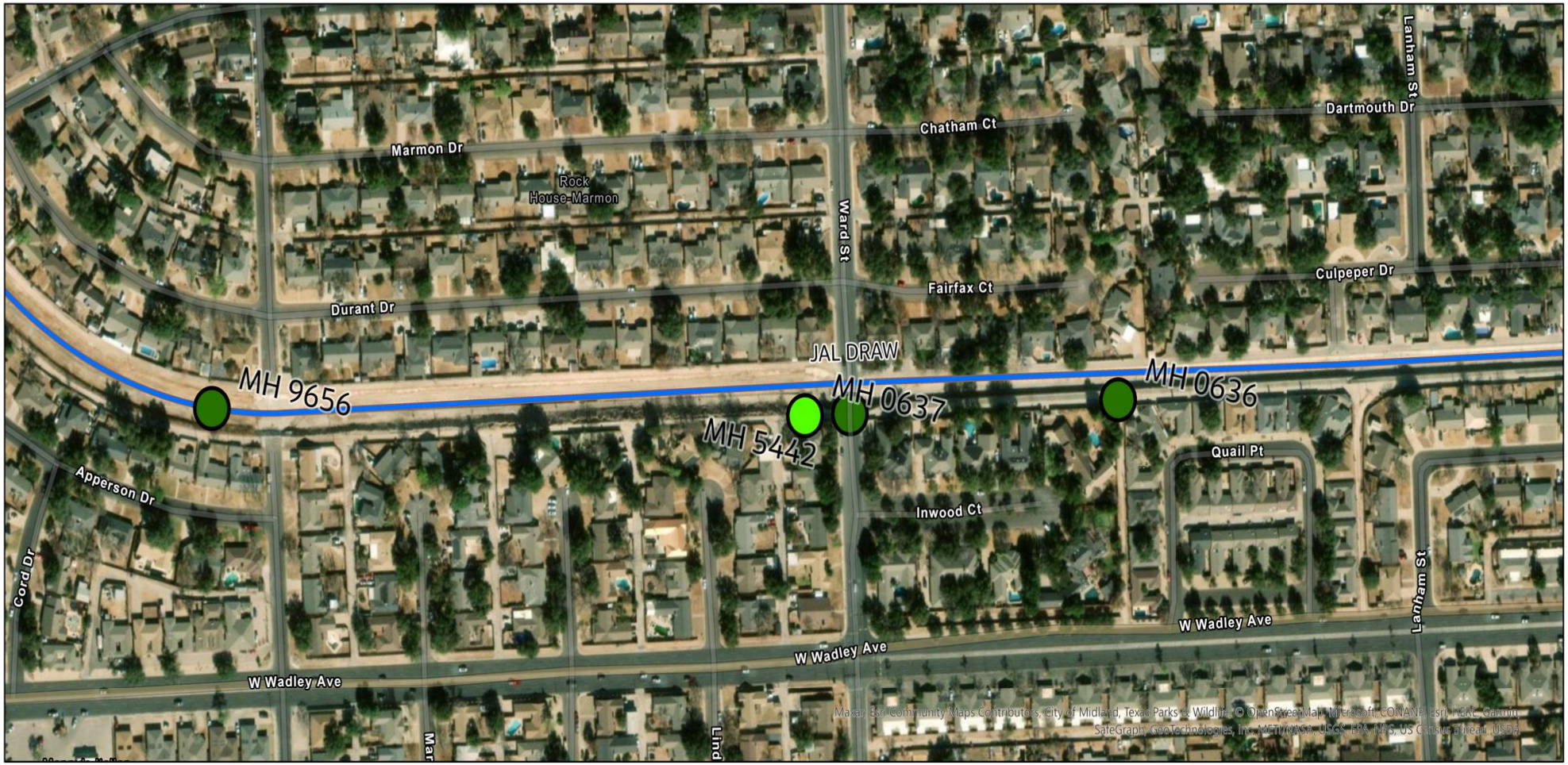



9.41

September 26, 2023

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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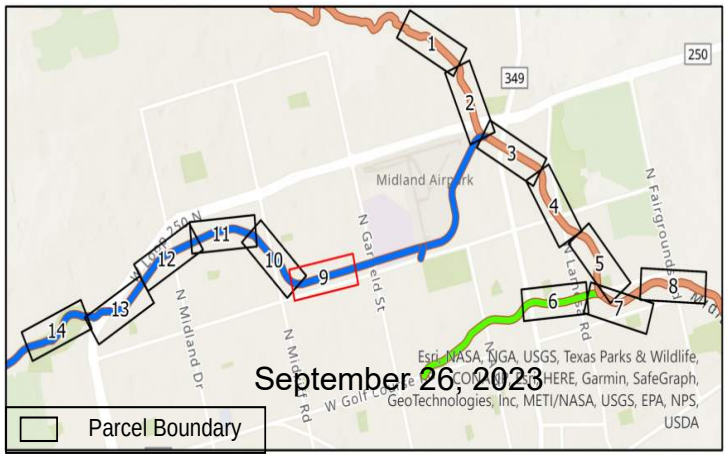
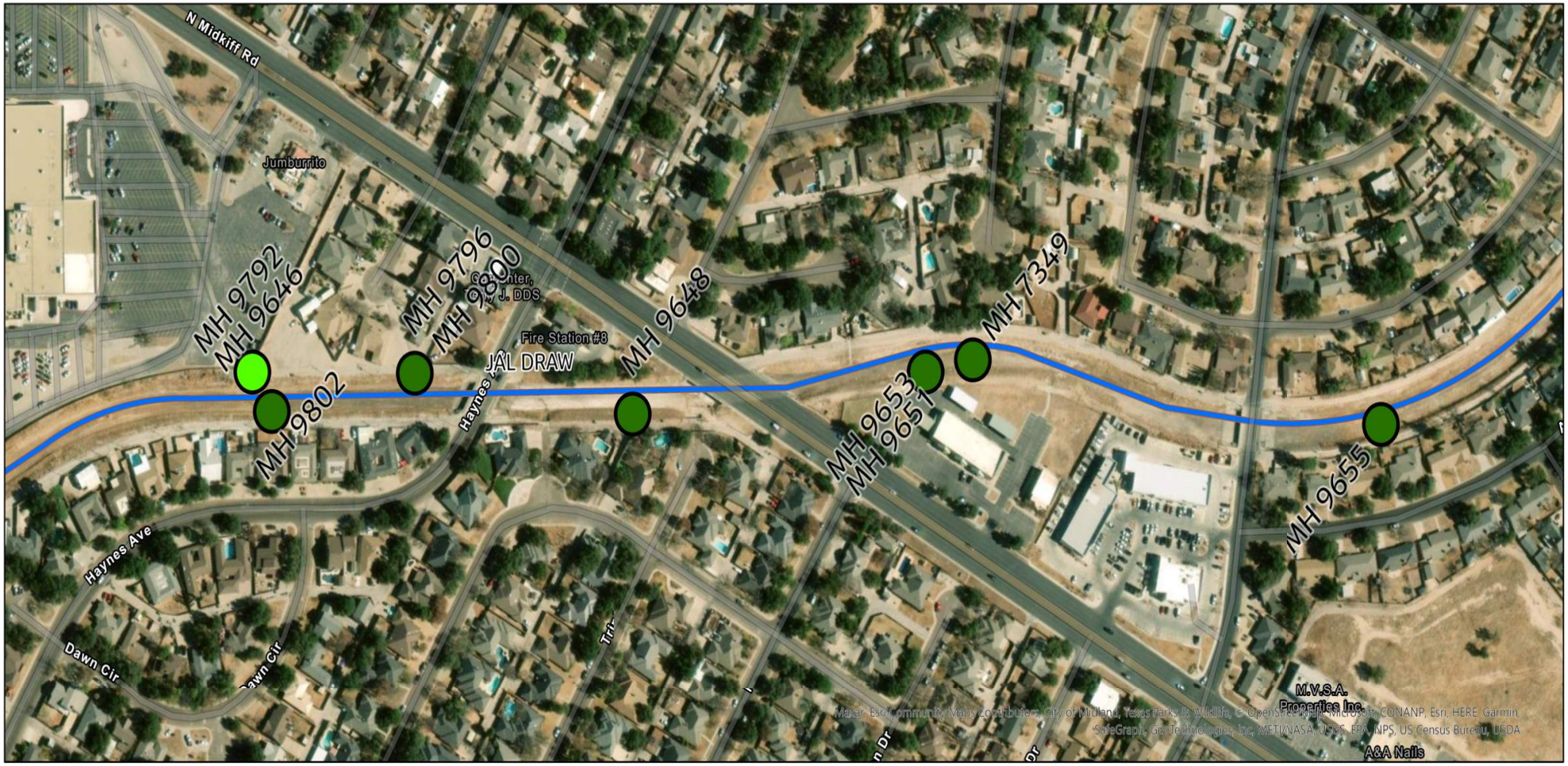



9.42

September 26, 2023

SHEET M-109 15 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

STATE OF TEXAS
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LICENSED PROFESSIONAL ENGINEER

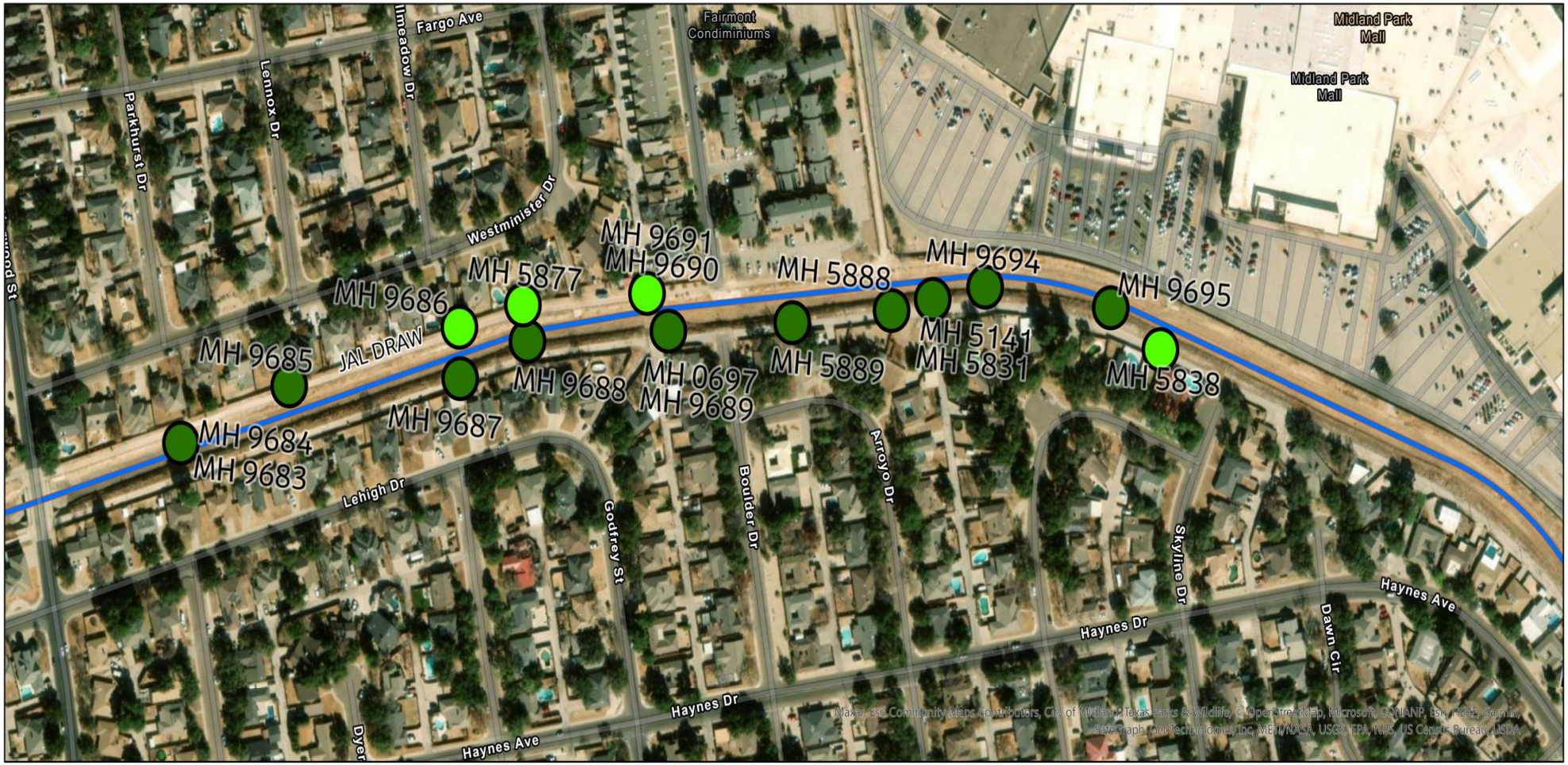
7/27/2023

9.43

September 26, 2023

SHEET M-110 16 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

STATE OF TEXAS
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141646
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PROFESSIONAL ENGINEER

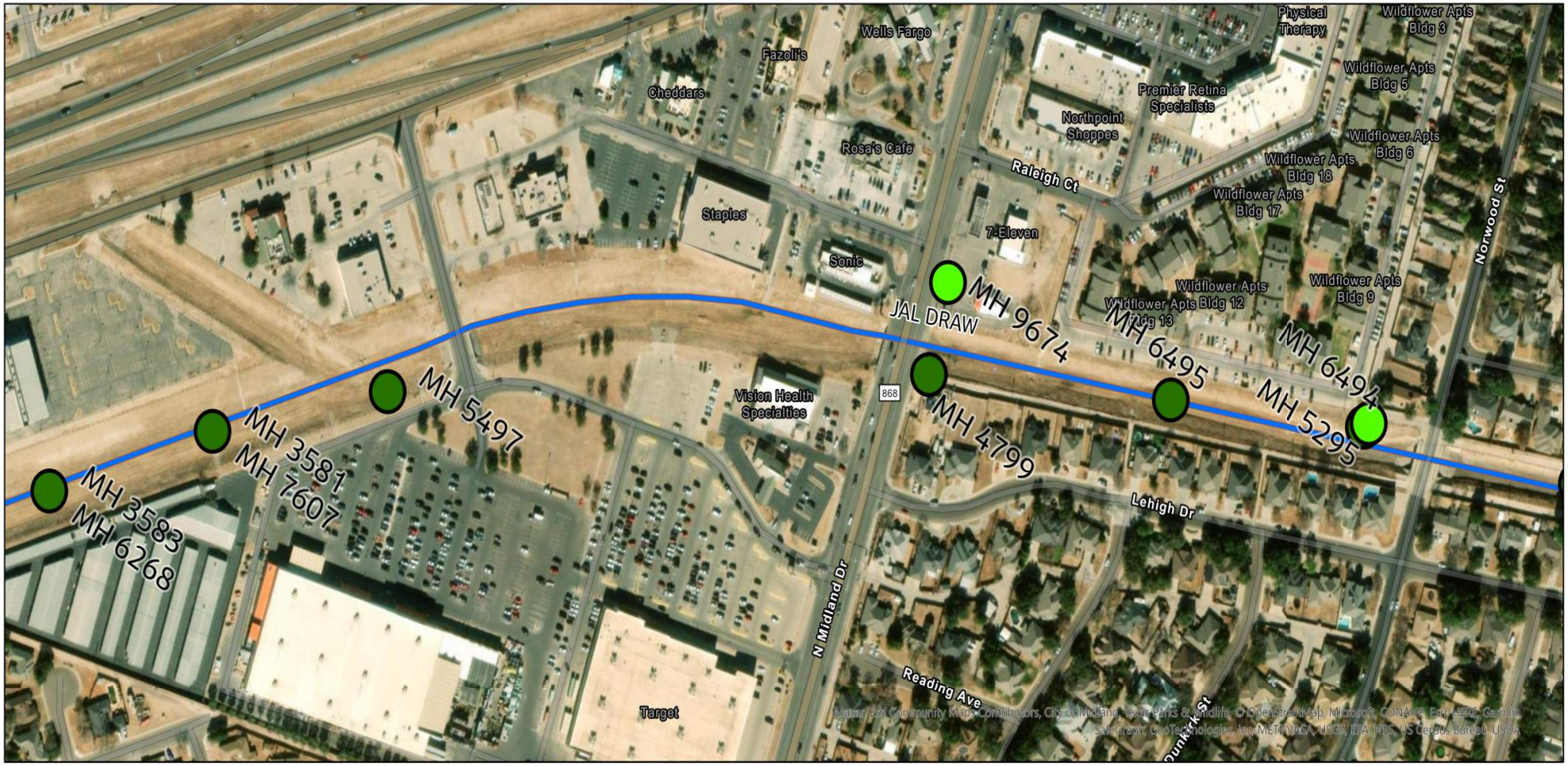
7/27/2023

9.44

September 26, 2023

SHEET M-111 17 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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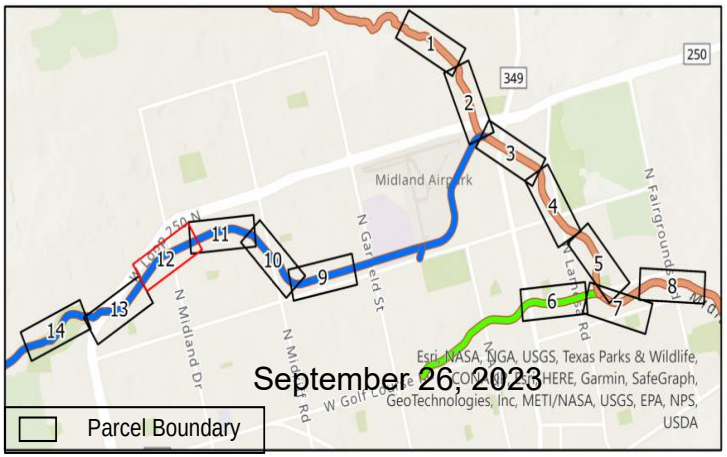
7/27/2023

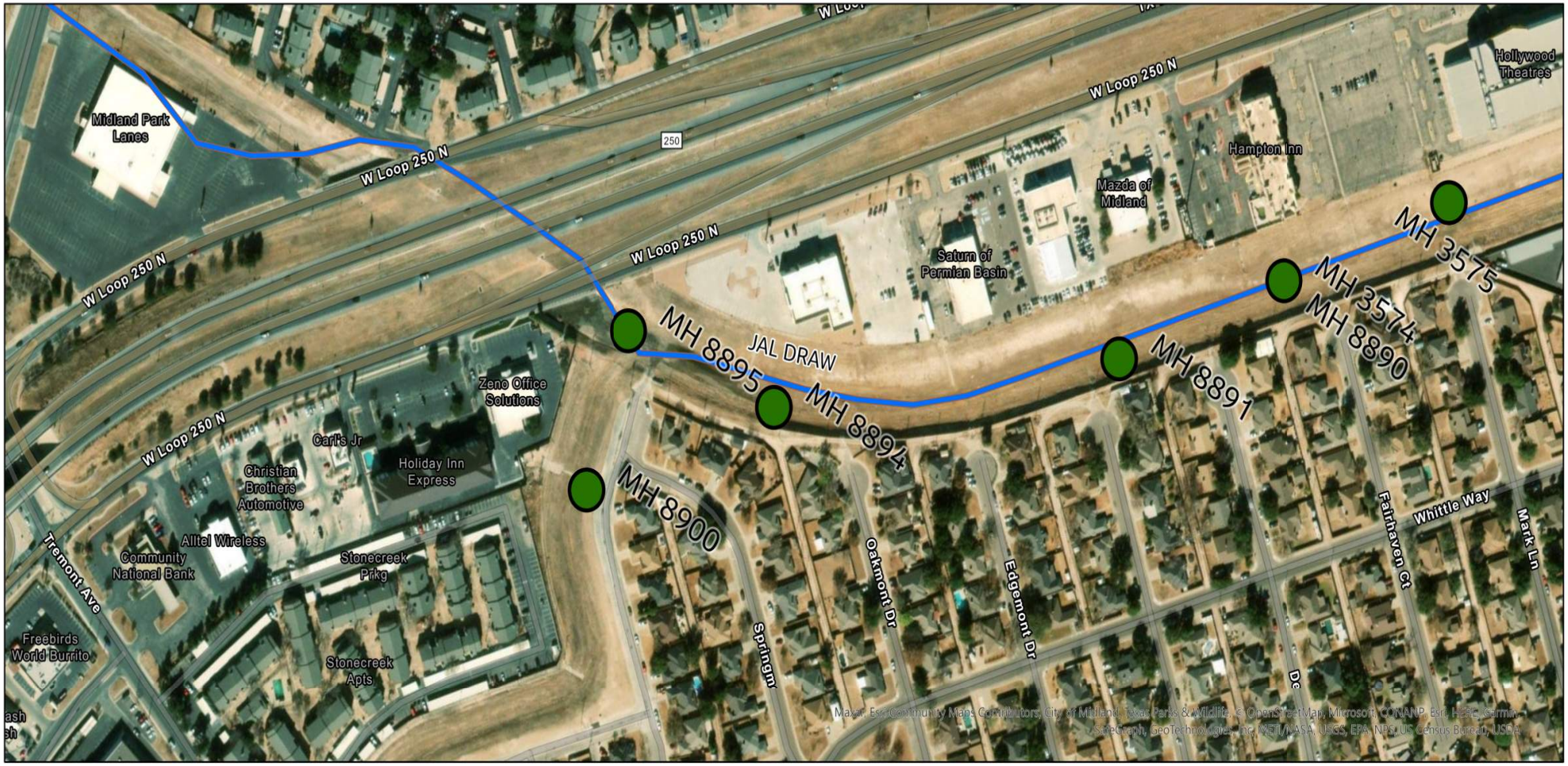



9.45

September 26, 2023

SHEET M-112 18 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED PROFESSIONAL ENGINEER

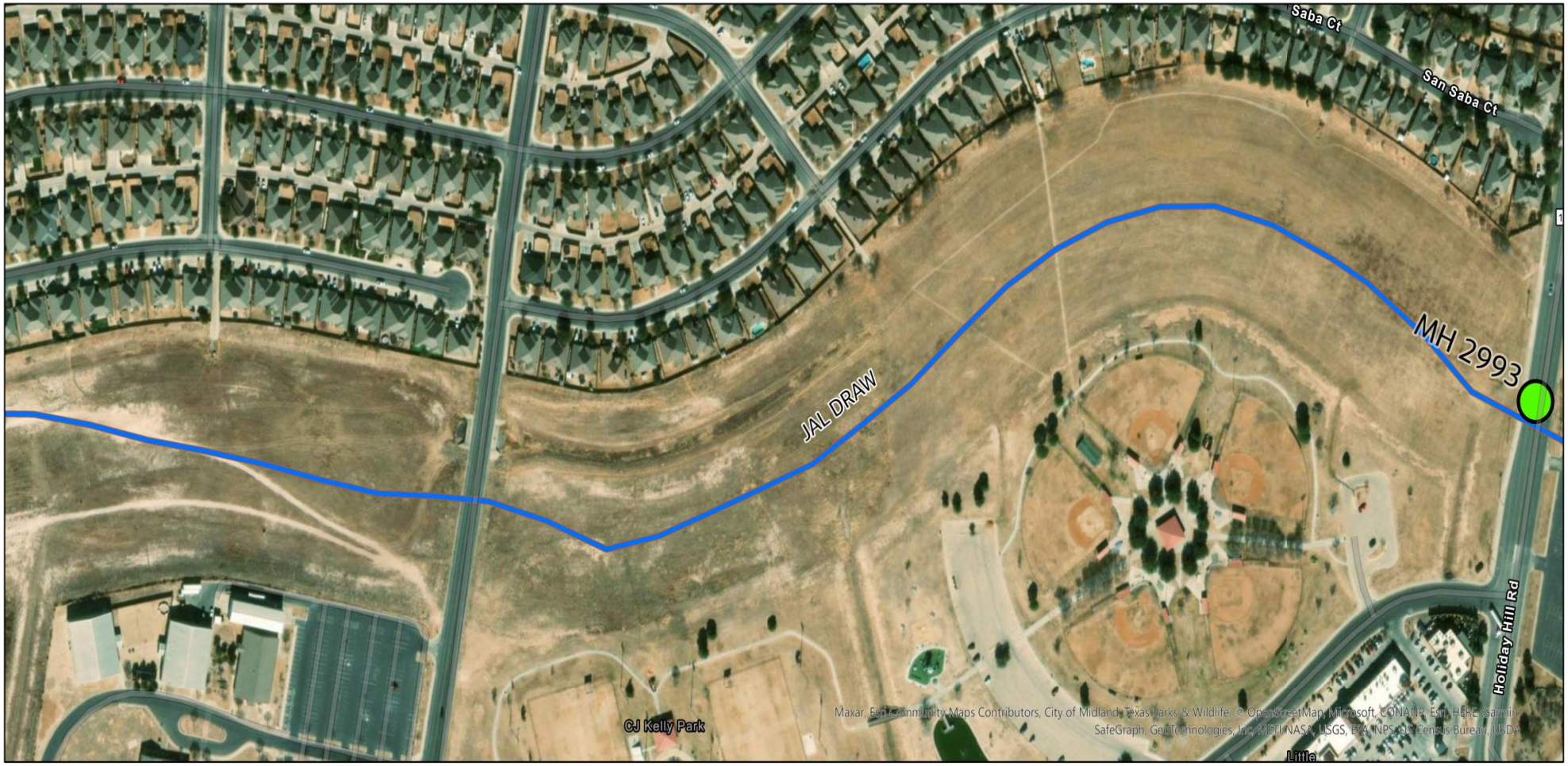
7/27/2023

9.46

September 26, 2023

SHEET M-113 19 OF 20 SHEETS

# All Precast and Poured Concrete Sewer Manholes in Draws




Legend

- PRECASTED
- POURED
- JAL DRAW
- MIDLAND DRAW
- SCHARBAUER DRAW

N

PACKET

0 250 500 US Feet

NOTE: CONCRETE MANHOLES SHOWN ARE PER CITY OF MIDLAND GIS INFO. CONFIRM THE MANHOLES ARE CONCRETE, THE CONDITION OF THE CONCRETE MANHOLES AND IF ANY ADDITIONAL CONCRETE MANHOLES EXIST.

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141646
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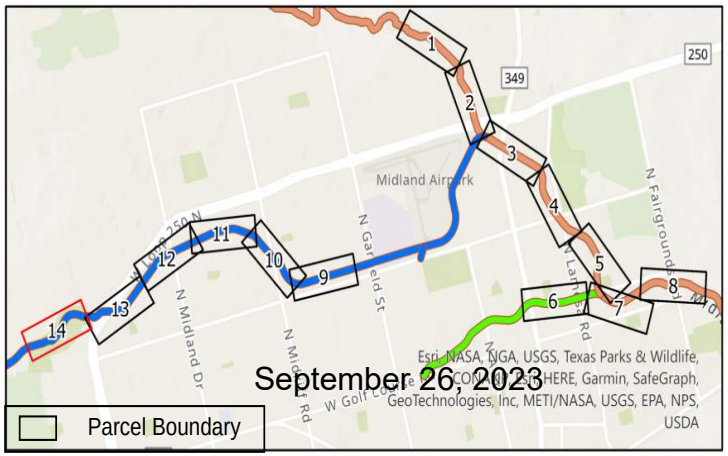
PROFESSIONAL ENGINEER

7/27/2023




9.47

September 26, 2023

SHEET M-114 20 OF 20 SHEETS

*Contract Documents*

# Midland Manhole Rehabilitation Program – Phase 1

## City of Midland
Midland, Texas

AUGUST 8, 2023

**Issued for Bid**

August 2023

*Prepared By*:

Jacobs

# City of Midland

# Midland, Texas

BIDDING REQUIREMENTS AND
CONTRACT DOCUMENTS

for the construction of the

**Midland Manhole Rehabilitation Program – Phase 1**

****

****

JACOBS

**Dallas, Texas**

**August 2023**

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# NOTICE TO BIDDERS

**ATTENTION: All bidders who choose to mail bid packets must address them to one of the addresses below:**

| ***USPS Mailing Address:*** | | ***Physical Address for mail carriers other than USPS:*** |
|---|---|---|
| **City of Midland, Texas** | | **City of Midland, Texas** |
| **Attn: City Secretary's Office** | **OR** | **Attn: City Secretary's Office** |
| **P O Box 1152** | | **300 North Loraine St, Suite 330** |
| **Midland, TX 79702** | | **Midland, TX 79701** |

**If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline.**

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 13th day of September, 2023, and publicly opened and read aloud at that time.

**Delivery of Submittals**

Bid packets must be received in the City Secretary's Office no later than September 13, 2023 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

**ATTENTION: The public bid opening will be in the City Council Meeting Chambers.**

The Proposed Work provides for the furnishing of materials and labor for **Midland Manhole Rehabilitation Program – Phase 1** together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, September 6th, 2023 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

**purchasing@midlandtexas.gov**

**The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, September 8, 2023. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.**

Bids will be received on a unit price basis.

No Bid may be withdrawn within a period of 60 days after the date fixed for opening Bids.

"FAX" or telephone bids or modifications will not be accepted.

Bid Envelopes shall be plainly marked "Proposal for City of Midland".

**ATTENTION: Information for bidders, proposal forms, specifications, and plans may be obtained by emailing purchasing@midlandtexas.gov.**

A bid bond or proposal guaranty is to accompany the bid, thereby guaranteeing the good faith of the bidder and that the bidder will enter into the written contract. The guaranty is to amount to five percent (5%) of the total bid and must be in the form of cash or certified check, issued by a bank satisfactory to the City of Midland, or bid bond. If in the form of cash or certified check, it is expressly understood and agreed that the City of Midland is given the right to retain such as liquidated damages if such bidder withdraws its bid anytime after such bid is opened and before official rejection of such bid, or if successful in securing the awarded thereof, such bidder fails to enter into the contract and furnish satisfactory performance and payment bonds. If a bid bond is submitted, it shall be executed on forms contained in these contract documents by a corporate surety authorized to do business in the State of Texas and acceptable to the City of Midland.

## WAIVER OF ATTORNEY FEES

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

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

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

## WAIVER

## BIDDER'S WAIVER:

**BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:**

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

**BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).**

City of Midland

Marcia Bentley-German
City Secretary

Form Revised June 2023

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# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
**Red Deer Construction, LLC**

as Principal, hereinafter called the Principal, and
**FCCI Insurance Company**
**6300 University Parkway, Sarasota, Fl 34240**
a corporation duly organized under the State of **Florida**
as Surety, hereinafter called the Surety, are held and firmly bound unto
**City of Midland, Texas**
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
**Midland Manhole Rehabilitation Program - Phase 1, 23004619**

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 **September 13, 2023** .

**Red Deer Construction, LLC**

Diana Engersson
(Witness)

(Seal)
(Title) President

**FCCI Insurance Company**

(Witness)

(Seal)
**Haevyn Knobloch** **Attorney-in-Fact**

AIA DOCUMENT A310 – BID BOND – AIA® - FEBRUARY 1970 ED – THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE, N.W., WASHINGTON, D. C. 20006

Printed on Recycled Paper 9/93

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Garland Martin; Robbie Martin; Josh Andrajack; Tina McLelland; Haevyn Knobloch

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326536
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326536
Expires February 27, 2027

Peggy Snow
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of September, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1991 FLORIDA

1-IONA-3592-NA-04 7/2021

**SECTION 00 41 13 BID PROPOSAL**

Bid of Red Deer Construction LLC Date 09/13/2023
(Name of Firm)

TO: Honorable Mayor and City Council
City of Midland
300 North Lorraine
Midland, Texas 79701

FOR: MIDLAND MANHOLE REHABILITATION PROGRAM – PHASE 1

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:

**MIDLAND MANHOLE REHABILITATION PROGRAM – PHASE 1**
**BID PROPOSAL**

| **Base Bid: Miscellaneous Items** | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 1) | 1 MO | Mobilization, furnished, installed, complete and in place, for the sum of: dollars and _____ cents per month. (Pay Note M1) Ten thousand dollars and zero cents | $10,000.00 | $10,000.00 |
| 2) | EA | Traffic Control, furnished, installed, complete and in place, for the sum of: dollars and cents per month. (Pay Note M2) Four thousand dollars and zero cents | $4,500.00 | $4,500.00 |
| 3) | 1 MO | Job Site Safety, furnished, installed, complete and in place, for the sum of: dollars and cents per month. (Pay Note M3) Twelve thousand dollars and zero cents | $12,000.00 | $12,000.00 |
| 4) | Enter percentage | Material Mark-up, complete and in place, for the sum of: percent. (Pay Note M4) Eighteen | 18 % | $ 18% |



9/13/23

**MIDLAND MANHOLE REHABILITATION PROGRAM – PHASE 1**
**BID PROPOSAL**

| Base Bid: Miscellaneous Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 5) | Enter percentage | Labor Mark-up, complete and in place, for the sum of: Eighteen percent. (Pay Note M5) | 18 % | $ 18% |
| 6) | Enter percentage | Equipment Rental Mark-up, complete and in place, for the sum of: Eighteen percent. (Pay Note M6) | 18 % | $ 18% |
| 7) | Enter percentage | Temporary bypass pumping, all work fully performed for the sum of: Eighteen percent. (Pay Note M7) | 18 % | $ 18% |
| **Total Base Bid: Miscellaneous Items 1-7** | | | $ | |

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 8) | EA | Manhole Ring and Cover Replacement, furnished, installed, complete and in place, for the sum of dollars and cents per each (Pay Note WW1) Eight Thousand, six hundred dollars and zero cents | $8,600.00 | $8,600.00 |
| 9) | EA | Inspect Manhole, complete Inspection Form and provide photographs for the sum of dollars and cents per each (Pay Note WW2) One Thousand, one hundred dollars and zero cents | $1,100.00 | $1,100.00 |
| 10) | EA | 60" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Twelve Thousand, five hundred dollars and zero cents | $12,500.00 | $12,500.00 |



9/13/23

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 11) | EA | 72" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Fifteen thousand dollars and zero cents | $ 15,000.00 | $ 15,000.00 |
| 12) | EA | 84" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Seventeen thousand, five hundred dollars and zero cents | $17,500.00 | $ 17,500.00 |
| 13) | EA | 96" Concrete Manhole Rehabilitation (up to 10 feet depth), complete and in place, for the sum of dollars and cents per each (Pay Note WW3) Twenty thousand dollars and zero cents | $20,000.00 | $20,000.00 |
| 14) | VF | Extra-Depth 60" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) Seven hundred eighty dollars and zero cents | $780.00 | $780.00 |
| 15) | VF | Extra-Depth 72" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) Nine hundred fourty dollars and zero cents | $940.00 | $940.00 |
| 16) | VF | Extra-Depth 84" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) One thousand, one hundred dollars and zero cents | $1,100.00 | $1,100.00 |



9/13/23

| Base Bid: Wastewater Items | | | | |
|---|---|---|---|---|
| Item No. | Quantity | Description | Unit Price | Total Amount |
| 17) | VF | Extra-Depth 96" Concrete Manhole Rehabilitation (over 10 feet depth) complete and in place, for the sum of dollars and cents per vertical foot (Pay Note WW4) One thousand, two hundred and fifty dollars and zero cents | $ 1,250.00 | $ 1,250.00 |
| 18) | Each MH | Removal of built-in raised manhole steps for the sum of dollars and cents per manhole (Pay Note WW5) Seven hundred and fifty dollars and zero cents | $ 750.00 | $ 750.00 |
| 19) | Each MH | Cover built-in inset manhole steps for the sum of dollars and cents per manhole (Pay Note WW5) Seven hundred and fifty dollars and zero cents | $ 750.00 | $ 750.00 |
| | | **Total Base Bid: Wastewater Items 8-19** | | $106,770.00 |
| | | **Total Base Bid** | | $106,770.00 |

One hundred and six thousand, seven hundred and seventy dollars and zero cents.

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

Bidder agrees to substantially complete all work within 30 calendar days after receipt of notice to proceed.

**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



DC
9/13/23

Dollars and cents total. ($ 5% Bid Bond ) 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 Red Deer Construction LLC

Submitted By:

Print Name and Title

David E. Chandler III - President

Signature 09/13/2023

PO Box 51473 Midland, TX 79710

Mailing Address (PO Box, City. State, Zip)

**ADDENDUM NO. 1**
**TO THE CONTRACT DOCUMENTS**
for the
**Midland Manhole Rehabilitation Program - Phase 1**
**City of Midland, Texas**

Date: September 8, 2023
Midland Bid No.: 23004619

**To All Planholders of Record and/or Prospective Bidders:**

Changes/additions in specifications are detailed below.

Changes to drawings are highlighted by clouding the change with triangle that notes the addenda number.

Below are list of specifications and drawings that have changes, additions, and /or deletions.

## SPECIFICATIONS

### 1. CONTRACT DOCUMENTS

- 00 41 13 Bid Proposal
    1) Replace this section in its entirety with the attached revised version.
- Pay Notes and Pay Quantity Notes
    *1)* Replace these sections in their entirety with the attached revised versions.
- Special Provisions 22 - Warranty Period
    1) Replace item 22 with the following text: "There is a five (5) years calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project."
- Special Provisions 24.a.
    *1)* Replace entire sentence with the following: "Global Positioning System (GPS) information for each of the manhole to accurately identify the manhole location."

## DRAWINGS

The following drawings have been revised and are included in this set

### 1. CIVIL SHEETS

- DWG C-104 All Precast Concrete Sewer Manholes in Draws
- DWG C-105 All Precast Concrete Sewer Manholes in Draws
- DWG C-106 All Poured Concrete Sewer Manholes in Draws

## PRE BID MEETING MINUTES

The Pre bid Meeting Minutes are included within this package.

## BID PERIOD QUESTIONS

The following questions were asked via email during the bid period. Answers are also included.

**1. Questions**

- My company is interested in bidding this project however, is this bid going to be a best value bid? Cured in place (CIPM) liners are warrantied for at least 20 years whereas geo-polymer (Mainstay) lining appear to have no warranty? Is there no warranty requirement for this project? How do you plan to ensure a "low bid" contract award does not essentially become a sole sourcing bid for the geo-polymer as it is a much more inferior product? Thanks in advance.

    1) A minimum warranty of 5 years has been added to the contract documents and the city has allowed an "or equal" alternative for both specifications sections provided. The city will take into account all aspects of the bid during the bid evaluation.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Proposal or by submitting the Addendum (excluding the Site Certificate) with the bid package. Bidders shall also acknowledge all addendum on the outside of their sealed bid envelope. Proposals submitted without acknowledgement or without this Addendum will be considered informal.

Jacobs Engineering Group, Inc.

09/13/2023

David E. Chandler III - President

Jeff Miner, P.E.
Project Manager

STATE OF TEXAS
JEFFREY ALLEN MINER
141646
LICENSED
PROFESSIONAL ENGINEER

9/8/2023

ATTACHMENTS:

1) DRAWINGS (3 pages)
2) CONTRACT DOCUMENTS (8 pages)
3) MINUTES (7 pages)

**END OF ADDENDUM NO. 1**

**GUARANTEE**
**OF MATERIALS FOR**
**APPLIED BARRIER SYSTEMS**

| | |
|---|---|
| Customer: | City of Midland, Texas |
| Supplier: | Madewell Products Corporation |
| Reference: | Midland Manhole Rehabilitation Program – Phase 1 |
| Barrier System(s): | Mainstay GeoSpin |
| Contract No: | B-1583 |

In connection with the installation of the above Barrier System(s) on the above Structure(s) and subject to all the terms and conditions contained herein, Supplier does hereby guarantee for a period of five (5) years following said application against failure of the Barrier System(s) to protect the structure from deterioration because of defective materials. This guarantee is given under the following conditions:

This guarantee shall be inapplicable to any damage to or failure of the Barrier System(s) which may occur for any reason other than defective Barrier System material(s), including, but not limited to, damage caused by defects or failures of the Structure(s) or corrosive chemicals or operating conditions for which the Barrier System(s) are not suitable. "Suitable," as used herein shall mean conditions described in literature published by Madewell Products Corporation's main office as being appropriate for the specific Barrier System(s) or conditions expressly approved without exception by Madewell Products Corporation on a Product/Service Approval Form.

As a condition to the Supplier's obligation under this guarantee, Customer must within twenty (20) calendar days of discovery of and within the guarantee period give Supplier written notice at Supplier's address stated herein of discovery of any defects and Supplier shall have no liability for any cost incurred by Customer in repair or replacement of the Barrier System(s) prior to receipt of such notice. Following receipt of such notice, Supplier shall be given opportunity to inspect the affected Barrier System(s) and all claimed damage thereto or failure thereof, and if Supplier finds that the Barrier System(s) is (are) in fact defective so that this guarantee is in effect, the materiality of such defects to be judged by generally accepted standards within the industry, then Supplier shall have the exclusive right at its option and direction to repair, replace or obtain the services of others to repair or replace the damaged Barrier System(s). Supplier shall have no obligation to repair or renovate damage to or deterioration of the Structure(s). Supplier shall perform such inspections, repair, and replacement within a reasonable time following receipt of notice from the Customer.

Notwithstanding anything contained herein to the contrary, the total cost to Supplier under this guarantee shall not exceed the total payments received by Supplier for the defective portion of the applied Barrier System(s). The obligation of Supplier to repair or replace the defective Barrier System(s) under this guarantee shall be limited to repairs or replacements sufficient to re-establish the integrity of the Barrier System(s) to properly perform the intended functions within generally accepted standards of the industry in effect at the time of such repairs or replacements.

This guarantee shall be construed and enforced under the laws of the State of Georgia.

THIS GUARANTEE IS GIVEN IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED. SUPPLIER MAKES NO GUARANTEE OR WARRANTY EXCEPT AS INCLUDED HEREIN AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SUPPLIER MORE THAN ONE (1) YEAR AFTER ACCRUAL OF THE CAUSE OF ACTION THEREFOR. Any such suit or action shall be brought in the Courts situated in Fulton County, Georgia.

In Witness Whereof, Supplier has caused this guarantee to be executed this.

13th day of September, 2023.

Supplier: Madewell Products Corporation
7561 Industrial Court
Alpharetta, GA 30007
Phone: (770) 475-8199
Facsimile: (770) 475-8167

By: _____ - Red Deer Construction LLC

Title: President

Accepted by Customer.

By: _____

Its: _____

Guarantee is not valid unless accepted by Customer by signing above.

# 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.**

Red Deer Construction LLC

**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.**

N/A

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.**

N/A

**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 9:65

Signature of vendor doing business with the governmental entity

09/13/2023

September 26, 2023

Date

CITY OF MIDLAND

# Consideration of Location of Bidder's Principal Place of Business
## For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
## Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

*Complete all areas below. Incomplete affidavits may be rejected.*

Local Business Name: Red Deer Construction LLC

Local Address (must be within the City limits): 401 North Colorado, Suite 213 Midland, TX 79701

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? 19
3. Year your business was established in the City of Midland: 2013
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: 3-20505-5535-1

   Company Name and Address (as it appears on permit):
   Red Deer Construction, LLC
   309 Solomon LN
   Midland, TX 79705-3034
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: 09/13/2023

Printed Name and Title: David E. Chandler III - President

REDDEER-01 LBOONE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/5/2022

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<br>Boley-Featherston Insurance<br>701 Lamar Street<br>Wichita Falls, TX 76301 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (940) 723-7111 FAX (A/C, No): (940) 723-7531<br>E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : FCCI Insurance Company | 10178 |
| INSURED<br>Red Deer Construction, LLC<br>P.O. Box 51473<br>Midland, TX 79710 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | CPP10006166902 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>SCHEDULED AUTOS<br>HIRED AUTOS ONLY<br>NON-OWNED AUTOS ONLY | | | CA10006167002 | 10/1/2022 | 10/1/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | UMB10006167102 | 10/1/2022 | 10/1/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC010006167202 | 10/1/2022 | 10/1/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Limited Pollution | | | CPP10006166902 | 10/1/2022 | 10/1/2023 | Work Sites | 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

City of Midland
PO Box 1152
Midland, TX 79701

PACKET 9.67

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

September 26, 2023


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# TCEQ Search Licensing or Registration Information

## License Detail

To report a change of address, phone number, or email address, please fill out the form located at https://www.tceq.texas.gov/licensing/forms/contactupdate.

**CN:** CN605089184
**Name:** CHANDLER, DAVID E III
**State:** TX
**County:** MIDLAND

## License(s)

There were 4 licenses found.

| Program | License Type and Level | License Number | Last Issued Date | Exp. Date | License Status | CE Hours |
|---|---|---|---|---|---|---|
| OSSFOL | OSSF INSTALLER I | OS0033559 | 08/06/2021 | 05/31/2024 | CURRENT | 3 |
| WATEROL | WATER OPERATOR D | WO0038413 | 03/10/2022 | 03/07/2025 | CURRENT | 20 |
| WWOL | WASTEWATER TREATMENT OPERATOR D | WW0055213 | 03/09/2022 | 03/22/2025 | CURRENT | 20 |
| WWOL | WASTEWATER COLLECTION OPERATOR II | N/A | N/A | N/A | VOID | N/A |

**Note: The number of CE hours needed in order to renew a license is based on the term (length) of each license. Please go to the program page for the license you hold to determine the number of CE hours needed and to view the latest information and renewal requirements for your license.**

## Application(s) within the Last 2 Years

There were 2 applications found.

| Program | Type and Level | App. Type | App. Status | App. Review Date | App. Expiration Date | Deficiency Letter Date | Total Hours |
|---|---|---|---|---|---|---|---|
| WATEROL | WATER OPERATOR D | RENEWAL | LICISSUED | 03/10/2022 | 04/06/2022 | No Deficiency | 164 |
| WWOL | WASTEWATER TREATMENT OPERATOR D | RENEWAL | LICISSUED | 03/09/2022 | 04/21/2022 | No Deficiency | 189 |

## Course(s)

There were 41 courses found. **Note:** You may see the same course listed multiple times. This occurs because the course counted towards multiple license programs.

| Program | Course Title | Course Code | Hours | Date | Provider |
|---|---|---|---|---|---|
| BPATOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| CSIOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| LIOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| LIOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| LPSTOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| LPSTOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| LPSTOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| MSWOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| OSSFOL | SEMINAR -- ON-SITE SEWAGE FACILITIES | 845 | 3.0 | 02/24/2022 | COLEINC |
| OSSFOL | OSSF CONFERENCE | 655 | 13.0 | 07/29/2021 | TOWA |
| OSSFOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| OSSFOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| OSSFOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| OSSFOL | (SP CORE)WATER UTILITY SAFETY ONLINE | 1132 | 8.0 | 01/14/2019 | TRWA |
| OSSFOL | ON-SITE INSTALLER I | 417 | 13.0 | 05/08/2018 | TEEX ITSI |
| USTOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| USTOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| USTOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| WATEROL | VALVE AND HYDRANT MAINTENANCE | 961 | 20.0 | 02/09/2023 | TEEX ITSI |

| | | | | | |
|---|---|---|---|---|---|
| WATEROL | (CRSPD DISTRIBUTION) CSUS W DIST SYS O&M (= 605) | 755 | 20.0 | 02/28/2022 | CAL STATE |
| WATEROL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/28/2022 | CAL STATE |
| WATEROL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/27/2022 | CAL STATE |
| WATEROL | (CRSPD DISTRIBUTION) CSUS W DIST SYS O&M (= 605) | 755 | 20.0 | 02/09/2022 | CAL STATE |
| WATEROL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| WATEROL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| WATEROL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| WATEROL | (SP CORE)PUMP & MOTOR MAINTENANCE ONLINE(TRWA) | 397 | 20.0 | 03/01/2019 | TRWA |
| WATEROL | (SP CORE)WATER UTILITY SAFETY ONLINE | 1132 | 20.0 | 01/14/2019 | TRWA |
| WATEROL | (CORE) BASIC WATERWORKS OPERATION | 92 | 20.0 | 01/20/2016 | TWUA |
| WWOL | VALVE AND HYDRANT MAINTENANCE | 961 | 20.0 | 02/09/2023 | TEEX ITSI |
| WWOL | (CRSPD+VOL2=COLL) O&M WW COLLECTION SYSTEMS VOL I | 350 | 30.0 | 02/28/2022 | CAL STATE |
| WWOL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/28/2022 | CAL STATE |
| WWOL | (CRSPD MGMT) CSUS MANAGE FOR SUCCESS | 361 | 20.0 | 02/27/2022 | CAL STATE |
| WWOL | WASTEWATER SEMINAR | 1436 | 5.0 | 02/24/2022 | COLEINC |
| WWOL | (CRSPD+VOL2=COLL) O&M WW COLLECTION SYSTEMS VOL I | 350 | 30.0 | 02/21/2022 | CAL STATE |
| WWOL | (SP)LOCKOUT/TAGOUT FOR UTILITIES ONLINE(TEEX) - INCL. PRAC. SKILLS | 577 | 1.0 | 07/01/2021 | TEEX ITSI |
| WWOL | (SP)CONFINED SPACE AWARENESS ONLINE(TEEX) | 578 | 2.0 | 06/30/2021 | TEEX ITSI |
| WWOL | (SP)EXCAVATION SAFETY AWARENESS ONLINE(TEEX) | 566 | 1.0 | 06/30/2021 | TEEX ITSI |
| WWOL | (SP CORE)PUMP & MOTOR MAINTENANCE ONLINE(TRWA) | 397 | 20.0 | 03/01/2019 | TRWA |
| WWOL | (SP CORE)WATER UTILITY SAFETY ONLINE | 1132 | 20.0 | 01/14/2019 | TRWA |
| WWOL | (CORE) BASIC WASTEWATER OPERATIONS | 59 | 20.0 | 01/22/2016 | TWUA |

**Note:** Approved training providers are responsible for submitting approved training to TCEQ. Please allow 30 days from the last date of the training session for a record to appear in the search results. If a course does not appear in your training record after that time, please contact the training provider of the missing course. You may find contact information for approved training providers at https://www.tceq.texas.gov/licensing/training/AllTrainingProviders.

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# Certified Applicator Certificate

*By completing a comprehensive training program and demonstrating the ability to safely and effectively apply the Mainstay Composite Liner restoration and corrosion barrier system,*

## Red Deer Construction, LLC.

*Has attained the designation of*

## Mainstay Composite Liner Certified Applicator

*Valid January 1, 2023 - December 31, 2023*

**Madewell Products Corporation**

Craig S. Closser, VP of Business Development

1/1/2023
Date Issued

Madewell®
"THE NAME SAYS IT ALL"

**PAY NOTES**

| **Midland Draw Manhole Rehabilitation** | |
|---|---|
| **Bid Item** | **Pay Quantity Note** |
| **Miscellaneous Items** | |
| 1. Mobilization and Demobilization | M1 |
| 2. Traffic Control | M2 |
| 3. Job Safety | M3 |
| 4. Material Mark-up | M4 |
| 5. Labor Mark-up | M5 |
| 6. Equipment Rental Mark-up | M6 |
| **Wastewater Items** | |
| 1. Inspect Manhole | WW1 |
| 2. Temporary Bypass Pumping | WW2 |
| 3. Concrete Manhole Rehabilitation | WW3 |
| 4. Extra-Depth Concrete Manhole Rehabilitation | WW4 |

## PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization and Demobilization to and from the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per each.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M4 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made 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.

M5 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made 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 labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made 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.

WW1 Includes the necessary equipment, labor, materials and incidentals to inspect existing manholes providing an Inspection Form and photograph for concrete manholes. Measurement and payment to be made per each.

WW2 Includes the necessary materials, equipment, transportation, labor, and other items required for the completion of the work including pumps, piping, generators, traffic control for lane closures, redundancy of all equipment, contingency and emergency cleanup plans, and equipment, complete with all appurtenances to completely bypass the sewer line during installation in accordance with construction drawings and City of Midland standards and specifications. Measurement and payment shall be per week.

WW3 Includes the necessary equipment, labor, materials, and incidentals for concrete manhole, up to 10 ft depth, rehabilitation per the City of Midland Standards & Specifications. Rehabilitation includes shaping/lining the invert as needed. Lining shall be per the Geopolymer Liner System Specification or Cured-in-Place Manhole Liner Specification, reference Appendix A and Appendix B, respectively. Material submittal for lining requires submittal to Engineer for the Engineer/City of Midland approval. Reference Appendix C for required rehabilitation documentation. Measurement and payment to be made per each.

WW4 Includes the necessary equipment, labor, materials, and incidentals for concrete manhole, over 10 feet depth, rehabilitation per the City of Midland Standards and Specifications. Lining shall be per the Geopolymer Liner System Specification or Cured-in-Place Manhole Liner Specification, reference Appendix A and Appendix B, respectively. Material submittal for lining requires submittal to Engineer for the Engineer/City of Midland approval. Reference Appendix C for required rehabilitation documentation. Measurement and payment to be made per vertical foot.

**END OF SECTION**

# INSTRUCTION AND INFORMATION FOR BIDDERS

## LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated on or after June 13, 2023. 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

## 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.

## 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.

## 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.

## 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 June 2023

# THE CITY OF MIDLAND

## CONTRACT

## Contract No. 23004619

THIS CONTRACT, effective the 27th day of September, 2023, by and between the City of Midland, hereinafter referred to as "CITY", and Red Deer Construction LLC., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Not to exceed: $ 2,000,000.00 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for Midland Manhole Rehabilitation Project. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

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

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

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

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

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

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

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

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

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

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

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

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

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

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 20 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

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

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

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

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

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

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

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

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

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

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

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

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

18. **No Third-Party Beneficiary:** CITY's approval of this contract does not create a third-party

beneficiary. There is no third-party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third-party beneficiary or other rights hereunder.

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

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

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

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

**THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

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

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

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

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

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

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

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

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

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

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

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzales, City Manager

ATTEST

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Red Deer Construction 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____.

_____

Notary Public, State of _____

# EXHIBIT C

## *Bonding Requirements*

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

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

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

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

Mailing Address:

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

OR

Physical Address:

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

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

# BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, and _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

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

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

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

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20____.

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

# PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20___ .

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

# PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §  SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

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

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

| | |
|---|---|
| _____ | _____ |
| Principal | Surety |
| By _____ | By _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

"General Decision Number: TX20220002 02/25/2022

Superseded General Decision Number: TX20210002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/07/2022 |

1 02/25/2022

* 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 ** | |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISIO"

# IMPORTANT NOTICE

## Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

**Form CIQ:** This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ**

**For vendor doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** **Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** **Name of local government officer about whom the information is being disclosed.**

Name of Officer

**4** **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5** **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

Signature of vendor doing business with the governmental entity

Date

## CONFLICT OF INTEREST QUESTIONNAIRE
## For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# Consideration of Location of Bidder's Principal Place of Business
## For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
## Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

*Complete all areas below. Incomplete affidavits may be rejected.*

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

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

   _____

   _____

   _____

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

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

IMPORTANT: READ CAREFULLY BEFORE MAKING BID
GENERAL CONDITIONS OF BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Public Information. To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

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

Seller and Buyer agree as follows:

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

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

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

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

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

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

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

8. WARRANTY - PRICE -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23. **INSURANCE –**

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

Seller shall at all times during the term of this agreement maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| -Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| -Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Worker's Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

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

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

The Business Automobile Liability insurance provided by Seller shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this agreement.

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

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

***"The City of Midland is included as an additional insured, on a claims occurred basis, on all policies except for Worker's Compensation. The Seller and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance."***
Buyer shall be provided the notice by Seller's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Buyer shall not be required to provide any insurance whatsoever pursuant to this agreement.

Seller shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers compensation).

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

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

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

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

28. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES - As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Seller or his legal representative, shall give the City Manager, or any other reasonable official of the Buyer, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Seller will settle, the physical and mailing addresses of Seller at the time and date the claim was presented and the physical and mailing addresses of Seller for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Seller relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the Buyer from any liability whatsoever. The Buyer is under no obligation to provide notice to Seller that Seller's notice is insufficient. Buyer reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

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

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

31. THIRD PARTY BENEFICIARY - The Buyer's approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this agreement. No person or entity who is not a party to this agreement shall have any third party beneficiary or other rights hereunder.

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

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

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

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

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

35. FEDERAL WAGE REQUIREMENTS - If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this agreement and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this agreement, to which the parties to this agreement have agreed to be bound.

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

# 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.

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.

j) "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.

k) "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 clearly show 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 percent 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 or foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age, and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed, or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor’s failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

## 9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

## 10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub- Contractor has the insurance coverage required by this Contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

## 11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

## 12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in

the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable, therefore.

## 13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

## 14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

## 15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this Contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

## 16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval, or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

## 17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article, or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

## 18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

## 19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the

Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the Contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the Contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

## 20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first-class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to

perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

## 21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

## 22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

## 23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

## 24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

## 25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

## 26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

## 27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the Contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The Contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, Contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The Contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the Contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e., eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

## 28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

## 29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and benchmarks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

## 30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

## 31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

## 32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this Contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

## 33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| Commercial General Liability (including Contractual liability): | |
| — Personal Injury: | $1,000,000.00 per person |
| | $1,000,000.00 per occurrence |
| — Property Damage: | $500,000.00 per occurrence |
| Business Automobile Liability: | $250,000.00 combined single limit - Personal Injury and Property Damage |
| Workers' Compensation: | Statutory limits |
| Employers' Liability: | $500,000.00 per accident or occurrence |

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

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

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claim 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 of if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

## 62. ASSIGNMENT

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

## 63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

## 64. PROMPT PAY ACT

The Owner and Contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

## 65. OTHER FEDERAL REQUIREMENTS

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

Updated September 2014

# 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:

The Midland Sewer Manhole Rehabilitation Program – Phase 1 consists of the rehabilitation, as required, of existing concrete sanitary sewer manholes lying within Midland Draw, from East Golf Course Rd. to North A St., Jal Draw, from its confluence with Midland Draw to Holiday Hill Rd., and Scharbauer Draw, from its confluence with Midland Draw to North Lamesa Rd. Work to be performed is as outlined in the Plans and Specifications.

The project base bid will include inspection of existing sanitary sewer manholes within the project limits and rehabilitation, as required, of the concrete sanitary sewer manholes including all necessary mobilization as well as bypass pumping, traffic control, 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. Note: Rehabilitation of manholes is to commence and run concurrently with the inspection of manholes.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

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

## 2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

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

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

## 3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

## 4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

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

## 5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

## 6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this Contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT
WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

## 7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than five (5) 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. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

## 9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent 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.

## 10. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

## 11. 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.

## 12. SURVEY:

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.

## 13. WATER FOR CONSTRUCTION:

A fire hydrant meter is required. The Contractor is to submit the proposed location to the Engineer for the City of Midland for approval.

## 14. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

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.

The project is in a large drainage channel, and it is subject to flooding during small rain events. The Contractor is to install a gabion outfall protection wall intended to protect downstream infrastructure from accumulated sediment. Any sediment accumulated along the wall is to be removed and replaced after each event. The gabion wall is to remain in place until final stabilization of the project is achieved. The Contractor shall remove the wall at the end of the final stabilization period.

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 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.

Demolished material will become the property of the Contractor. Demolished material is be disposed in accordance with Federal, State and Local regulations.

With the exception of topsoil and excess material from excavation, no other material is to be placed on City property or private property without the approval of the Engineer and the property Owner. Material from excavation shall be reused on fill areas. All remaining excess material from excavation is to be hauled away to a designated stockpile location with the approval from the City.

## 17. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete for Flumes, Center Valley and Cap – A Slump Test is required for every cylinder set (3 test 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, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed.

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

A. 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.

## 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 construction drawings.

## 21. CONTRACT TERM:

Anticipate construction through the remainder of the year with three one year extensions.

## 22. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

## 23. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non- Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

## 24. MANHOLE INSPECTION:

It is the Contractor's responsibility to inspect the manholes and determine if they are suitable for rehabilitation. For each manhole, Contractor must fill out the inspection form provided at the end of this section. It is the responsibility of the Contractor to follow OSHA safety guidelines to safety inspect the manholes. As part of the inspection, Contractor is also responsible to provide annotated photographs to Engineer/Owner for each of the manholes inspected preferably in a thumb drive. For each manhole,

a. One picture will be taken to identify the general area of the manholes including a landmark, if possible, sufficient to identify location.

b. One close up picture of the frame and cover

c. At least one picture with the cover removed and the camera centered in the manhole at the top looking downward.

## 25. POST MANHOLE REHABILITATION DOCUMENTATION

Submit post rehabilitation documents for each manhole in both hard copies and electronic format.

1. Hard copies

   Hard copies shall be provided in 3-ring binders with divider tabs for each manhole. Each tab shall be labelled with Manhole's ID.

2. Electronic Media

   Electronic files shall be submitted on workable, unlocked/unrestricted computer media format (USB Drive) including compatible Microsoft Word *doc* (93-2003) format and jpeg image format. Each manhole shall be provided in its own folder. The folder shall be labelled with the Manhole's ID. All electronic files name format shall be per below:

   MANHOLE ID_MM_DD_YYYY_1..2…3…4

3. Photographs for each manhole shall clearly identifying the manhole number referenced in the Contract Drawings and the post rehabilitation work completed. Photographs shall include multiple pictures including:

   a. Overview photograph of the manhole and the location of the surrounding area. Photograph is required to show the manhole with its lid open, a dry erase board with the manhole number and inspection date and the surrounding area. The photograph should be taken approximately 15 feet away from the manhole.

   b. Top view photographs of the manhole clearly showing the top frame, surface grade around the frame, and full height of the manhole.

   c. Intermediate view photographs clearly showing the walls, bench, and channel of the manhole.

   d. Post rehabilitation photographs showing specific rehab done to the manhole.

4. Documents for each manhole shall include list of rehabilitation completed for each manhole in a table format similar to manhole inspection form. Provide list of work perform for each manhole. Provide list of work not performed as original scope in the Contract Documents.

5. Only final complete manhole rehabilitation shall be submitted for review. Submittals of manholes with incomplete rehabilitation work will result in complete rejection of the submittal.

6. Any incomplete, unreadable, or poorly taken pictures will results in complete rejection of the submittal.

7. No payment shall be made until all required submittals including post rehabilitation submittals are received and accepted by the Engineers.

* For each Manhole, fill the following inspection Form
* Provide photographs according to the inspection specification stated under special provisions

| General Information | | |
|---|---|---|
| **Surveyed By** | | **Date (MMDDYY)** |
| **MH No.** | | |
| **MH (Northing/Easting)** | | |
| **Location Details (Street Name etc.)** | | |
| **Manhole Component Observation** | | |
| **Cover Condition** | | |
| **Cover Ring Condition** | | |
| **Frame Condition** | | |
| **Chimney Condition** | | |
| **Cone Condition** | | |
| **Wall Condition** | | |
| **Bench Condition** | | |
| **Channel Condition** | | |
| **Additional Information** | | |
| **Recommend Rehab (Y/N)** | | |

# TECHNICAL SPECIFICATIONS

FOR: Midland Draw Manhole Rehabilitation Project – From East Golf Course Rd. to North A St; Jal Draw, from its confluence with Midland Draw to Holiday Hill Rd.; and Scharbauer Draw, from its confluence with Midland Draw to North Lamesa Rd.

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department.

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas. The bidder/Contractor is to pay particular attention to the lining specifications provided with Appendices.

# APPENDIX A

**GEOPOLYMER RESTORATION MORTAR**
**(MAINSTAY GEOSPIN™)**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Materials, work, and equipment required for the preparation and application of geopolymer restoration mortar to concrete structures and corrugated metal pipe.

### 1.02 REFERENCES

A. ACI 305R - Hot Weather Concreting
B. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens)
C. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
D. ASTM C 496 - Standard Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens
E. ASTM C 596 - Standard Test Method for Drying Shrinkage of Mortar Containing Hydraulic Cement
F. ASTM C 1042 - Bond Strength of Latex Systems Used with Concrete by Slant Shear
G. International Concrete Repair Institute (ICRI) Technical Guideline No.03730 - Surface Preparation Guidelines for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion

### 1.03 SUBMITTALS

A. Submittal shall be prepared and submitted in accordance with the General Conditions of the project.

    1. Product substitutions to be submitted by Contractor and approved by Engineer at least ten (10) days before bid date.

B. Product Data: Submit manufacturer's product data, including physical properties, surface preparation, and application and curing procedures.

C. List of three (3) geopolymer restoration mortar projects with at least three (3) years of successful service history, including project name and location, name of owner and engineer, and a description of the products used, substrate conditions, and application procedures.

D. Applicator Qualifications: Submit qualifications of applicator.

    1. CURRENT certification is to be submitted by the manufacturer stating that the applicator is trained and approved in the application of the specified products.

### 1.04 QUALITY ASSURANCE

A. Applicator Qualifications:

    1. Trained and approved by the manufacturer in the application of the specified products.
    2. Employs persons trained for the application of the specified products.

B. Pre-Application Meeting: Convene a pre-application meeting two (2) weeks before the start of the application of the geopolymer restoration mortar. Require attendance of parties directly affecting work of this section, including the Contractor, Engineer, applicator, and manufacturer's representative. Review surface preparation, application, curing, field quality control, and coordination with other work.

## 1.05 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to the site in the manufacturer's original, unopened containers and packaging with labels clearly identifying product name and manufacturer.

B. Storage:
   1. Store materials in accordance with manufacturer's instructions.
   2. Keep containers sealed until ready for use.
   3. Store materials in a cool, dry environment.

C. Handling: Protect materials during handling and application to prevent damage.

## 1.06 ENVIRONMENTAL CONDITIONS

A. Do not apply materials under the following conditions:

   1. Temperatures above or below the manufacturer's recommended maximum or minimum allowable.
   2. Overflowing water

# PART 2 PRODUCTS

## 2.01 MANUFACTURER

A. Madewell Products Corporation 7561 Industrial Court, Alpharetta, Georgia 30004.
Craig Closser Phone (765) 810-3497 craig@madewell.net.
Fax (770) 475-8167. Internet: www.madewell.net

## 2.02 GEOPOLYMER RESTORATION MORTAR

A. General Requirements:

   1. Material is compatible with the substrate.
   2. A minimum of three (3) years of successful service history in aggressive sewer environments where the geopolymer restoration mortar was applied.

B. Hydraulic Cement Mortar: Mainstay ML-10 Hydraulic Cement Mortar. Fast-setting mortar used to stop leaks through cracks and holes.

   1. Composition: Blend of hydraulic cements and fillers
   2. Working Time: 45 to 90 seconds at 77 degrees Fahrenheit (F)
   3. Color: Dark gray

C. Restoration Mortar: Mainstay GeoSpin Geopolymer Restoration Mortar. Low shrinkage, high strength, polymer modified, geopolymer mortar.

1. Chemical Composition:

    a. 70% pozzolanic material (consisting of $SiO_2$, $Al_2O_3$, $Fe_2O_3$, and MgO) and less than 30% CaO as determined by X-ray fluorescence (XRF) measured using ASTM C 114.

2. Physical Test Requirements:

    a. Compressive Strength, ASTM C 109:
        1. 24 hours: 8,000 psi
        2. 28 days: 12,000 psi

    b. Flexural Strength, ASTM C 78:
        1. 24 hours: 600 psi
        2. 28 days: 700 psi

    c. Tensile Strength, ASTM C 496:
        1. 28 days: 600 psi

    d. Shrinkage, ASTM C 596:
        1. 28 days: 0.0%

    e. Bond Strength, ASTM C 882:
        1. 28 days: 1,500 psi

    f. Color: light gray

D. Design Thickness

1. For structures less than 25’ deep, a minimum of 1” thickness is recommended.

2. For structures greater than 25’ deep, liner thickness calculations must be performed and submitted by a licensed engineer.

**PART 3 EXECUTION**

## 3.01 EXAMINATION

A. Examine surfaces to receive the geopolymer restoration mortar. Notify the Engineer in writing if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

## 3.02 SURFACE PREPARTION

A. Prepare surfaces in accordance with manufacturer's instructions.

B. Cleaning: Clean surfaces by Low Pressure Water Cleaning (LP WC, 4,000 psi minimum), abrasive blasting, by hand, or with power tools as required to remove all unsound concrete, contaminants, dirt, debris, and deteriorated reinforcing steel. Prepared surfaces should have a minimum ICRI Concrete Surface Profile (CSP) #4 (preferably with aggregate exposed).

C. Inspection: Inspect cleaned surfaces to identify and mark corroded reinforcing steel and locate cracks, leaks, and joints.

D. Replace or treat corroded reinforcing steel, repair cracks and leaks, and treat joints in accordance with manufacturer's instructions and as approved by the Engineer.

E. Refer to ICRI Technical Guideline No. 03730 - *Surface Preparation Guidelines for the Repair of Deteriorated Concrete Resulting from Reinforcing Steel Corrosion.*

F. Madewell 1312P Epoxy Putty may be used to coat prepared exposed reinforcing steel to reduce the likelihood of the formation of galvanic corrosion.

G. Inspect surfaces for soundness.

H. Saturate all surfaces thoroughly with clean water.

I. Apply restoration mortar to prepared substrate as soon as water sheen is no longer visible (saturated surface dry).

J. Hydrostatic Leak Correction:

1. Stop visible hydrostatic leaks by application of Mainstay ML-10 Hydraulic Cement Mortar after completion of surface preparation.
    a. Mix only one (1) to two (2) pounds of Mainstay ML-10 at a time.
    b. Add water to form a viscous mass with consistency of modeling clay.
    c. Apply by hand or trowel.
    d. Press mixed material firmly into place, starting at the top of the leak and working downward.

2. Inject flowing leaks or cracks using a suitable polymer gel or foam. Remove excess or spilled material from concrete surface before application of restoration mortar.

## 3.03 APPLICATION OF GEOPOLYMER RESTORATION MORTAR

A. Apply Mainstay GeoSpin Geopolymer Restoration Mortar in accordance with manufacturer's instructions.

B. Apply using one of the following methods:

1. Low to medium velocity wet mix shotcrete application
2. Hand trowel into place
3. Horizontal centrifugal application by use of the Mainstay Horizontal Mortar Spinner & Precision Cable Puller

C. Apply uniformly to the substrate to the specified thickness.

D. Do not trap air in corners, behind exposed reinforcing steel, or between lifts.

E. Mortar Thickness: Apply a minimum thickness of 1/2 inch above peaks of existing surface profile after surface preparation.

F. Hot Weather Application:

1. Reduce evaporation rate of surface moisture. If applying the restoration mortar under conditions such as high temperatures, wind, or low humidity (alone or in combination), rapid evaporation of surface moisture can occur, which may cause

plastic shrinkage cracking. Use of a curing compound (such as Sakrete[R] Cure N'Seal) is advised under such conditions and should be applied as soon as possible after placing Mainstay Geospin Geopolymer Restoration Mortar.

G. Cold Weather Application:

1. Place Mainstay GeoSpin Geopolymer Restoration Mortar at a minimum temperature of 55 degrees F and protect mortar from freezing for a minimum period of three (3) days.

**END OF SECTION**

# APPENDIX B

# CURED-IN-PLACE MANHOLE REHABILITATION

## PART 1 – GENERAL

This section covers the lining and rehabilitation of structures within sanitary and storm water collection systems with the use of a cured-in-place laminated composite bonded to the host structure. It shall be comprised of a three-layered, laminated structural system containing a non-porous membrane layered between two structural layers of woven roving fiberglass.

Any alternative product being submitted for pre-approval must provide third party test certification that the product will meet or exceed the physical properties named herein in Section 2.1.G, Table 1. Proposed product and Contractor must also meet or exceed the installation standards, experience and performance qualifications as herein described in this specification. If approved, notice from the Owner/Engineer shall be delivered to all plan holders and potential bidders a minimum of seven calendar days prior to date of bid opening, in the form of a written addendum. Spray and hand applied coatings shall not be considered for use on this project.

Any product used must provide warranty that infiltration, further deterioration and root intrusion shall be prevented for the warranty period. Said warranty shall be unlimited and non-prorated for 20-year liner materials and 1-year labor.

### 1.1 DESCRIPTION OF WORK

A. Liner material and components shall have been custom fabricated to fit the specific configuration of each structure prior to the commencement of the liner installation. Liner shall be of the type that allows rehabilitation of concentric, eccentric or flat top manholes without removing manhole ring, top section, flat-top, or corbel.

B. Cured-in-place manhole (CIPM) liner shall completely seal the manhole, shelf, pipe inlet and outlets, and the lid ring frame in a monolithic method, as required, or as shown on the plans, and that no holes, cracks or seams in the liner are left unsealed, which would allow gases or fluids to flow behind the CIPM manhole liner.

C. Contractor shall furnish all labor, materials, equipment, and incidentals required to supply and install a chemical resistant CIPM Liner as required or as shown on the plans.

D. The CIPM Liner shall be designed and installed to protect concrete, brick and other manhole surfaces from corrosion. The CIPM liner product shall be designed to stop infiltration, root intrusion, and further deterioration in the structure. The interior surfaces to be protected shall include the walls, shelves, pipe junctions and the lid ring frame.

E. Omission of a specific item or component obviously necessary for the proper installation and functioning of the system shall not relieve the Contractor from the responsibility of supplying that specific item or component at no additional expense to the Owner.

## 1.2 REFERENCED SPECIFICATIONS

The CIPM corrosion resistant liner system shall be manufactured and installed as to be in compliance with the listed minimum values of the applicable ASTM testing requirements.

| | |
|---|---|
| ASTM D-638 | Tensile Strength |
| ASTM D-790 | Flexural Strength and Flexural Modulus |
| ASTM D-5813 | Standard Specification for Cured-in-Place Thermosetting Resin Sewer Piping Systems |

## 1.3 SUBMITTALS

A. The Contractor shall submit for review, complete detailed shop drawings and schedule for all materials furnished under this section.

B. The Contractor shall submit for approval all manufacturer warranties for all materials furnished under this section and Manufacturer's certification that the materials supplied are in compliance with this specification.

C. The Contractor shall submit for approval, the Manufacturer's Licensee Certification that the Contractor is trained in the installation process and procedures for the proposed liner system under this section.

D. The Contractor shall provide a reference list of manhole rehabilitation projects that are of the same typical scope of work as this project. Reference shall include: Name and address of Client, project name, contact person, phone, scope including number of structures lined, and gross dollar amount of the project.

E. Contractor shall submit the Manufacturer's affidavit showing that the product meets or exceeds the physical properties named herein on Table 1, Test Property Values, and that the CIPM liner material has passed a 30-day chemical immersion test in 20 percent sulfuric acid concentration with less than a 20 percent loss in flexural modulus.

## 1.4 WARRANTY AND REPAIRS

A. Manufacturer shall provide unlimited and non-prorated warranty on the performance of the CIPM Liner materials for 20 years and Certified Installer shall provide 1-year labor warranty to repair or replace any failing conditions of the liner in the structure. Certification of the conforming warranty shall be provided prior to approval of the submittals and award of contract.

B. The cured-in-place liner system shall be flexible, and have an elongation sufficient to bridge up to a 1/4-inch settling crack, without damage to the lining. The liner shall be able to bridge expansion cracks that may occur.

C. The cured-in-place liner system shall be repairable at any time during the life of the structure, with the same type of liner system materials used in the original installation, including repair or lining of the upper chimney portion where grade adjustments have been made. Repair/lining materials shall be of the type that will bond to the original liner materials.

## PART 2 – PRODUCTS 2.1 MATERIALS AND DESIGN GUIDE

A. The design guide below for Type 1, II, III, and IV is intended as a general guide for the CIPM liner products, and is not intended to limit the manufacturer's and authorized installer's judgment to use a heavier liner in determining the appropriate thickness and type of liners for individual structures based upon the specific conditions encountered in each structure. Any variation of the liner thickness requirements detailed below in section 2.1-B, C, D, and E, shall be approved by the manufacturer in writing, and mutually agreed upon between the Owner and Contractor, prior to commencement of the work. Variation in liner thickness by the manufacturer or authorized installer will not affect the warranty requirement.

B. Type 1: In structures up to 8 feet in depth (depending on specific local conditions), the liner shall be not less than a three-layered composite system (see table 1 below). Layer #1 is 12-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 12-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The nonporous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears and damage to the gas protection membrane.

C. Type II: In structures up to 13 feet deep (depending on specific local conditions), the liner shall be a three-layered composite system (see table 1 below). Layer #1 is 18-oz. structural fiberglass impregnated with a modified epoxy resin and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of 18-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.

D. Type III: In structures from 13-30 feet, (or with site conditions requiring structural enhancement), the liner shall be a three-layered composite system (see table 1 below). Layer #1 will be a 24-oz. structural fiberglass impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of a 24-oz. structural fiberglass saturated with epoxy and bonded to the non-porous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane.

E. Type IV: In structures deeper than 30 feet or for portions of structures deeper than 30', (or with site conditions requiring additional structural enhancement), the liner shall be a five-layered composite system (see table 1 below). Layer #1 will be (2) 24-oz. structural fiberglass layers impregnated with modified epoxy resins and bonded to the existing substructure. Layer #2 is to be a gas and liquid impermeable membrane of special non-porous materials, bonded to layer #1 and layer #3. Layer #3 will consist of (2) 24-oz. structural fiberglass layers saturated with epoxy and bonded to the nonporous membrane, forming a smooth interior wall to the host structure. The non-porous water and gas shield shall be imbedded between the structural layers of epoxy-fiberglass to guard against nicks, tears, and damage to the gas protection membrane. There is no minimum or maximum manhole depth limit on this liner.

F. The CIPM liner shall be constructed such that the non-porous PVC inner membrane is protected from damage by the use of a structural fiberglass and epoxy layer on both sides. This inside surface protective layer is to protect the CIPM liner from impact damage e.g. nicks from rodders and root cutters, hydro-vacuum nozzles, inspection cameras, survey equipment, and construction techniques used in pipeline rehabilitation. The non-porous PVC membrane shall not be exposed on the inside of the manhole. The importance of this protective layer cannot be overemphasized to protect the manhole from sulfides and other gases penetrating through nicks and cuts in an unprotected membrane. This CIPM liner must be impervious and without pinholes that will allow hidden corrosion on the concrete behind the liner, which can cause the eventual failure of the liner and the manhole.

G. The CIPM Lining System shall be applied by a manufacturer Certified Licensed Installer and shall be installed in strict accordance with Manufacturer's specifications. Liner Installer shall be trained in handling and application of the materials, and will custom fit the liner to the manhole in order to protect the concrete and brick surfaces from sewer gases.

TABLE 1, Test Property Values

The Manufacturer must provide an affidavit certifying that the liners to be installed will meet or exceed the following test values. Furthermore, Manufacturer must provide a warranty certificate that clearly states that the 10 year materials warranty shall be unlimited and non-prorated for the entire period of the warranty.

| Materials Section | Type I | Type II | Type III | Type IV |
|---|---|---|---|---|
| ASTM-D-790 | | | | |
| Flexural Strength | 15,000 psi | 18,000 psi | 22,000 psi | 28,000 psi |
| Flexural Modulus | 700,000 psi | 800,000 psi | 900,000 psi | 1,000,000 psi |
| ASTM-D-638 | | | | |
| Tensile Strength | 5,000 psi | 8,000 psi | 12,000 psi | 20,000 psi |
| Engineered Life Expectancy | 100 Years | 100 Years | 100 Years | 100 Years Installation |
| Warranty | 1 Year | 1 Year | 1 Year | 1 Year |
| Materials Warranty | 10 Years | 10 Years | 10 Years | 10 Years |

# PART 3 – INSTALLATION

## 3.1 STRUCTURE PREPARATION-CIPM REHABILITATION

A. The Contractor shall remove and replace and/or make grade adjustment to ring and cover as needed using the City of Midland Standard Details and Specifications, prior to the installation of the liner system.

B. Contractor will perform preliminary cleaning the structure with a high pressure water jet blast at a minimum of 3500 psi with a rotating pencil tip nozzle to prepare the structure for any necessary grouting or other preparation.

C. The Contractor shall remove the existing manhole steps. The metal portion of all steps will be removed flush with the manhole interior wall surface, and any remaining holes are to be patched flush prior to applying the CIP manhole rehabilitation system. The final coated surface shall have a smooth uniform appearance.

D. Prior to patching severe defects in the manhole, all loose and deteriorated material shall be removed and disposed of by the Contractor. The bench areas shall be repaired as and contoured to promote hydraulic flow. The prepared surface of the shelves shall be smooth and shall be sloped to allow for all bench areas to drain to the pipe invert.

E. Manhole chimney, wall and shelf repair shall include plugging, and/or patching as necessary, with specified grout, plugging or patching compounds, hydraulic and/or Type II Portland cement or equal.

F. All active hydrostatic water leakage shall be stopped within four (4) inches of where the liner will end around pipes or the shelf area in accordance with manufacturer's instruction.

G. Contractor shall plug the inlet pipe, inspect for infiltration leaks around the inlet and outlet pipes as well as in the invert channel. All leaks present shall be stopped by the use of chemical foam grout injection with Avanti 202 or equal and/or by the use of hydraulic cement. After stopping leaks with chemical grout, hydraulic cement shall be used to refinish the surface where the leak was occurring.

H. All cracked or disintegrated material shall be removed from the area to be patched exposing a sound substrate. Patches of filling of voids shall be allowed to cure according to the manufacturer's specifications before continuing with the CIPM rehabilitation process.

I. Contractor shall remove any drop pipes to within 2 inches of the wall. All other incoming laterals shall be trimmed within 2 inches of the interior wall and sewer main line inlet and outlet openings shall be properly trimmed within 4 inches of the wall in areas where such pipes protrude above the benches that form the invert channel. All incoming and outgoing lines shall be grouted with an approximate 60º taper with hydraulic cement, Portland type II cement, or 50/50 combination of hydraulic and Portland, forming a filet (not less than a 6 inch radius) between the structure wall and each pipe. Such application of grout shall extend at least four inches from the outlet onto the wall area making a smooth transition for the liner connection to the pipe openings.

J. Prior to liner installation, Manufacturer's Authorized Licensed Installer shall clean all surfaces of the host structure with a high-pressure sprayer having an operating pressure of at least 3,500-psi with a rotating pencil tip nozzle. After pressure cleaning, installer may clean structure with degreaser or other solvents as needed to remove any film or residue on the surface. Structure shall then be pressure rinsed with clean water.

## 3.2 CIPM LINER INSTALLATION

Manufacturer's Authorized Licensed Installer shall typically install the CIPM liner with simultaneously combined air pressure and steam heat injection, except where jobsite conditions restrict use. The liner may also be installed with or without other heat methods including ambient curing under longer periods of time in accordance with the manufacturer's written instructions. Epoxy resin as specified herein does not have a flash cure, but rather is typically a condition of liner thickness, time and temperature. Hand applied fiberglass and epoxy application shall not be accepted. Installer shall line manhole shelf/bench areas and pump station floors with CIPM Liner System materials that have been saturated with the epoxy resin and placed

in the bottom to extend approximately three inches up the wall section, so as to overlap with the liner wall section. The CIPM Liner shall be made longer than the structure to overlap and reinforce the bench/floor transition area, providing overlap and double liner thickness in the critical corner section where the wall meets the bench.

## 3.3 FINAL INSPECTION AND ACCEPTANCE

A. The installation of the approved liner system shall be in strict accordance with the manufacturer's written instructions. Contractor may submit alternate thicknesses as per the manufacturer's recommendations. The work shall include re-grouting all inlet and outlet lines and benches, as needed, including all preparation, installation, curing and finish operations for the complete rehabilitation process. The liner shall be installed and cured-inplace via a simultaneous pressurization blower system with steam heat injection, or other manufacturer approved process. The curing process will be typically completed in manholes in approximately four hours. Inlet and outlet lines must be reopened within one hour from the time the curing process is completed.

B. The CIPM lining of the structure shall result in a monolithic structure, bonded to the contours of the existing host structure. The liner shall be adequately bonded to the interior structure surface, and be completely water tight from the ring and cover area to the transition area where the shelf and invert channel connects, including completely sealing the manhole wall and shelf areas to the inlet and outlet pipes.

C. Qualification testing of the CIPM liner materials shall have been completed prior to installation. The initial structural properties shall meet or exceed the properties shown in Table 1. Any pertinent qualification testing shall be completed according to ASTM D 5813 as agreed upon between the owner and manufacturer.

D. Cleaned Structure--All surfaces of the host structure shall be clean to the concrete substrate, acceptable to the Owner/inspector and ready to receive the liner.

E. Resin Quantity--The liner manufacturer shall provide a tag on each CIPM liner indicating the amount of catalyzed resin necessary for impregnation purposes in order to meet structural properties. This will be acceptable with a tolerance variation of plus or minus 5 percent.

F. The completed installation should be visually inspected to assure that dry spots are not present in the finished liner. This can also be accomplished by closed circuit television if usual inspection cannot be accomplished. No infiltration of groundwater should be observed coming through the CIPM liner or coming out at any place where the liner ends.

G. Curing logs shall be filled out and kept on every structure that is lined. Such curing forms shall be provided by the manufacturer, and shall be maintained for the duration of the 20-year warranty period.

END OF SECTION

# APPENDIX C

# MAN HOLE REHABILITATION PICTURES

EXIST CONCRETE MH
PRESSURE WASHED

CONCRETE MH REHAB
INVERT SHAPED & INVERT/MH LINED

# City Council Meeting

**Item Number:** 10

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR FLEXIBLE SPENDING ACCOUNT, DEPENDENT CARE, COBRA, RETIREE BILLING AND HEALTH REIMBURSEMENT ACCOUNT SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT (DISTRICT: NONE) (GENERAL SERVICES)

---

**Purpose:**

Resolution rejecting all proposals received for Flexible Spending Account, Dependent Care, Cobra, Retiree Billing and Health Reimbursement Account for the Administrative Services Department.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No funding is required.

**Discussion:**

The City Manager and/or City Manager's designee authorized the issuance of a request for proposals for Flexible Spending Account, Dependent Care, Cobra, Retiree Billing and Health Reimbursement Account for the Administrative Services Department. The proposal request was sent to twenty (20) companies. We received six (6) proposals. Staff recommends rejecting the proposals received for Flexible Spending Account, Dependent Care, Cobra, Retiree Billing and Health Reimbursement Account, as these services are already covered in RFP 23004175 as supplementary offerings. Please see the attached memo from Mark J. Widmann, Administrative Services Director, for more information.

Therefore, please consider a resolution rejecting all proposals received for Flexible Spending Account, Dependent Care, Cobra, Retiree Billing and Health Reimbursement Account for the Administrative Services Department.

Tina Jaug

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Regina Stephenson, Director of General Services

**FROM:** Mark Widmann, Director of Administrative Services

**SUBJECT:** RFP 23004178 – FSA, COBRA, Retiree Billing, HRA

**DATE:** September 15, 2023

We recommend rejecting all bids under RFP 23004178 FSA, COBRA, Retiree Billing, and HRA as these services are included as additional services in RFP 23004175 response.

**RESOLUTION NO. _____**

**RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR FLEXIBLE SPENDING ACCOUNT, DEPENDENT CARE, COBRA, RETIREE BILLING AND HEALTH REIMBURSEMENT ACCOUNT SERVICES FOR THE ADMINISTRATIVE SERVICES DEPARTMENT**

**WHEREAS,** the City of Midland previously requested the submission of proposals for flexible spending account, dependent care, COBRA, retiree billing and health reimbursement account services (the "Services") for the Administrative Services Department; and

**WHEREAS,** the City Council finds it to be in the public interest to reject all proposals for the Services, which were opened on June 22, 2023;

**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.

**SECTION TWO.** That all proposals received for the Services are hereby rejected.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# RFP Review
# FSA, COBRA, Retiree Billing, HRA RFP #23004178

# City of Midland
# Bid List - RFP #23004178
# Effective: January 1,2024

| Vendor | AM Best | Comment |
|---|---|---|
| ASI Flex | NR | |
| Allegiance | NR | *Incumbent* |
| HSA Bank | NR | |
| Lively | NR | Declined To Quote |
| Navia | NR | |
| Secova | NR | |
| Surrency | NR | Declined To Quote |
| TASC | NR | |
| Wex | NR | |
| | | |

*This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions. Final rates and benefits will be determined by actual enrollment and plan selection.*

# City of Midland
# FSA Marketing Analysis - RFP #23004178
# Effective: 1/1/2024

| | Current | Renewal | Proposed | Proposed | Proposed | Proposed | Proposed |
|---|---|---|---|---|---|---|---|
| **FSA ADMINISTRATION** | **Allegiance** | **Allegiance** | **ASI** | **HSA Bank** | **Play Flex** | **TASC** | **WEX** |
| **Set-up Fee** | $0 | $0 | $250 | $500 | $0.00-Waived | Waived | $1,000 |
| **Communication Materials** | Included | Included | Included | Included | $150 per hr. -SOW required | Included | Included |
| **Administration** | | | | | | | |
| **Monthly Administration for FSA Participants** | $5.25 | $5.25 | $2.95 | $2.00 | $3.15 | $3.50 | $3.50 |
| **Dependent Care FSA** | Included in FSA | Included in FSA | Included in FSA | $1.00 | Included in FSA | Included in FSA | Included in FSA |
| **Direct Deposit Available** | Included | Included | Included | Included | Included | Included | Included |
| **Annual Maintenance / Renewal Fee** | $0 | $0 | $0 | $0 | $0.00-Waived | Waived | $0 |
| **Debit Cards** | Included | Included | Included | Included | Included | Included | Included |
| **Reporting** | Included | Included | Included | Monthly | Daily, weekly, monthly, or annually | Annual | Included |
| **Plan Doc/SPD** | Included | Included | Included | $200 per account type up to a $500 max | Included | Included | Included |
| **Non-Discrimination Testing** | Limited Testing | Limited Testing | Included | Optional $250 one time fee per test | *Bundled | Included | Included- $500 annual fee paired w/ benefits product Subscription $1,000 annual fee |
| **Dedicated Account Manager** | Confirmed | Confirmed | Confirmed | Account Management Team | Confirmed | Confirmed | Confirmed |
| **Rate Guarantee** | - | 3 Years-12/31/2028 | 5 Years-12/31/2028 | 3 Years - 12/31/2026 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 |
| **Estimated Annual Cost (Assumes 173 participants)** | **$10,899.00** | **$10,899.00** | **$6,124.20** | **$6,228.00** | **$6,539.40** | **$7,266.00** | **$7,266.00** |
| **Difference from Current ($)** | **-** | **$0.00** | **($4,774.80)** | **($4,671.00)** | **($4,359.60)** | **($3,633.00)** | **($3,633.00)** |
| **Difference from Current (%)** | **-** | **$0.00** | **-43.81%** | **-42.86%** | **-40.00%** | **-33.33%** | **-33.33%** |
| **Note:** | | | Onsite meetings $250 per day | Set-Up: On-time employer fee | *Standard Test $750 Expanded Test $1,000 Comprehensive Test $1,250 Onsite meetings: $500 per event | | $3,000 Onboarding credit -subject to all quoted products |

***Disclaimer:***
*The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.*

# City of Midland
# HRA Marketing Analysis - RFP #23004178
# Effective: 1/1/2024

| HRA ADMINISTRATION | Current Allegiance | Renewal Allegiance | Proposed ASI | Proposed HSA Bank | Proposed PayFlex | Proposed TASC | Proposed Wex |
|---|---|---|---|---|---|---|---|
| **Set-up Fee** | $0 | $0 | $250 | $500 | $0.00-Waived | Waived | $1,000 |
| **Communication Materials** | Included | Included | Included | Included | $150 per hr. -SOW required | Included | Included |
| **Administration** | | | | | | | |
| **Monthly Administration for Participants** | $5.25 | $5.25 | $2.95 | $2.00 | $3.10 | $3.50 | $3.50 |
| **Reporting** | included | included | Included | Included | Daily, weekly, monthly, or annually | Annual | Included |
| **Annual Maintenance / Renewal Fee** | $0 | $0 | $0 | $0 | $0.00-Waived | Waived | $0 |
| **Dedicated Account Manager** | Included | Included | Included | Acct management team | Included | Included | Included |
| **Debit Card Available** | Included | Included | Included | Included | Included | Included | Included |
| **Rate Guarantee** | - | 3 Years - 12/31/2026 | 5 Years - 12/31/2028 | 3 Years - 12/31/2026 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 |
| **Estimated Annual Cost (Assumes 277 participants)** | $17,451.00 | $17,451.00 | $9,805.80 | $6,648.00 | $10,304.40 | $11,634.00 | $11,634.00 |
| **Difference from Current ($)** | - | - | **($7,645.20)** | **($10,803.00)** | **($7,146.60)** | **($5,817.00)** | **($5,817.00)** |
| **Difference from Current (%)** | - | - | **-43.81%** | **-61.90%** | **-40.95%** | **-33.33%** | **-33.33%** |
| **Note:** | | | Setup fee waived if FSA is implemented at the same time<br>Onsite meetings: $250 per day | Set-Up: One-time employer fee | | | $3,000 Onboarding credit - subject to all quoted products |

***Disclaimer:***
*The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.*

# City of Midland
# COBRA Administration Marketing Analysis - RFP #23004178
# Effective Date: 1/1/2024

| | Current | Renewal | Proposed | Proposed | Proposed | Proposed | Proposed |
|---|---|---|---|---|---|---|---|
| **COBRA ADMINISTRATION** | **Allegiance** | **Allegiance** | **ASI** | **HSA Bank** | **PayFlex** | **TASC** | **WEX** |
| **File Feeds** | Included | Included | Included | OE: $10 per package<br>IN: $1.5 | OE: $15 per package<br>Annual OE form process $15<br>IN: $4 per notice | Included | IN: $0<br>OE: $0 |
| **Installation** | | | | | | | |
| **Set-up Fee** | - | - | $250 | $250 | $0.00-Waived | Waived | $0 |
| **Administration** | | | | | | | |
| **Monthly Administration for Participants** | Rate included in the ASO Fee | $1.00 | $5.00 | $0.60 | $0.29 | $0.55 | $0.45 |
| **Rate Guarantee** | - | 3 Years-12/31/2026 | 5 Years - 12/31/2028 | 3 Years - 12/31/2026 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 |
| **Estimated Annual Cost (Assumes 1235 participants)** | - | **$14,820.00** | **$74,100.00** | **$8,892.00** | **$4,297.80** | **$8,151.00** | **$6,669.00** |
| **Difference from Current ($)** | - | - | **$59,280.00** | **($5,928.00)** | **($10,522.20)** | **($6,669.00)** | **($8,151.00)** |
| **Difference from Current (%)** | - | - | **400.00%** | **-40.00%** | **-71.00%** | **-45.00%** | **-55.00%** |
| ***Notes:*** | | *Assuming scenario: Allegiance is not awarded the medical for comparison purposes.* | *Initial notice: $3*<br>*QE: $15*<br>*OE: $10* | | | | *$3,000 Onboarding credit -subject to all quoted products* |

***Disclaimer:***
*The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.*

# City of Midland
# Retiree Billing Marketing Analysis - RFP #23004178
# Effective Date: 1/1/2024

| | Current | Renewal | Proposed | Proposed | Proposed | Proposed | Proposed |
|---|---|---|---|---|---|---|---|
| **Retiree Billing Administration** | **Allegiance** | **Allegiance** | **ASI** | **HSA Bank** | **PayFlex** | **TASC** | **WEX** |
| **Installation** | | | | | | | |
| **Set-up Fee** | - | - | $0 | $250 | $0.00-Waived | Waived | $0 |
| **Administration** | | | | | | | |
| **Monthly Administration for Participants** | $4.75 | $4.75 | $4.75 | $4.50 | $4.55 | $4.50 | $4.50 |
| **Estimated Annual Cost (Assumes 213 participants)** | **$12,141.00** | **$12,141.00** | **$12,141.00** | **$11,502.00** | **$11,629.80** | **$11,502.00** | **$11,502.00** |
| **Difference from Current ($)** | - | **$0.00** | **$0.00** | **($639.00)** | **($511.20)** | **($639.00)** | **($639.00)** |
| **Difference from Current (%)** | - | **0.00%** | **0.00%** | **-5.26%** | **-4.21%** | **-5.26%** | **-5.26%** |
| **Rate Guarantee** | - | 3 Years- 12/31/2026 | 5 Years - 12/31/2028 | 3 Years - 12/31/2026 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 | 5 Years - 12/31/2028 |
| | | | *Must implement with Cobra* | | | | *$3,000 Onboarding credit -subject to all quoted products* |

***Notes:***

***Disclaimer:***
*The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.*

# City Council Meeting

**Item Number:** 11

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR A BENEFITS ADMINISTRATION SYSTEM FOR THE ADMINISTRATIVE SERVICES DEPARTMENT (DISTRICT: NONE) (GENERAL SERVICES)

---

**Purpose:**

Resolution rejecting all proposals received for Benefits Administration System for the Administrative Services Department.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No funding is required.

**Discussion:**

The City Manager and/or City Manager's designee authorized the issuance of a request for proposals for Benefits Administration System for the Administrative Services Department. The proposal request was sent to twenty (20) companies. We received six (6) proposals. Staff recommends rejecting the proposals received for Benefits Administration System, as these services are already covered in RFP 23004175 as supplementary offering. Please see the attached memo from Mark J. Widmann, Administrative Services Director, for more information.

Therefore, please consider a resolution rejecting all proposals received for Benefits Administration System for the Administrative Services Department.

Tina Dawg

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Regina Stephenson, Director of General Services

**FROM:** Mark Widmann, Director of Administrative Services

**SUBJECT:** RFP 23004926 – Benefits Administration System

**DATE:** September 15, 2023

We recommend rejecting all bids under RFP 23004926 Benefit Administration System as this service is an additional service included in RFP 23004175 response.

**RESOLUTION NO. _____**

**RESOLUTION REJECTING ALL PROPOSALS RECEIVED FOR A BENEFITS ADMINISTRATION SYSTEM FOR THE ADMINISTRATIVE SERVICES DEPARTMENT**

**WHEREAS,** the City of Midland previously requested the submission of proposals for a benefits administration system (the "Services") for the Administrative Services Department; and

**WHEREAS,** the City Council finds it to be in the public interest to reject all proposals for the Services, which were opened on August 16, 2023;

**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.

**SECTION TWO.** That all proposals received for the Services are hereby rejected.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City of Midland
# Online Benefits Administration Bid List - RFP #23004926
# Effective: 1/1/2024

| Vendor | AM Best | Financial Size | Notes |
|---|---|---|---|
| ADP | NR | - | *Did not quote* |
| Alight | | - | *Declined to quote* |
| Allegiance | NR | - | *Incumbent* |
| Benefit First | NR | - | *Quoted* |
| Benetek | NR | - | *Quoted* |
| Empyrean | | - | *Quoted* |
| Optavise | NR | - | *Quoted* |
| Ortegon Insurance Agency | | - | *Quoted - This is a broker using Employee Navigator platform submission* |
| Plansource | NR | - | *Declined to quote* |
| Selerix | | - | *Quoted* |

This is not an insurance contract: This proposal is for comparison purposes only. Please refer to certificate booklet or proposal for additional details, including limitations and exclusions.
Final rates and benefits will be determined by actual enrollment and plan selection.

# City of Midland
# Benefits Administration System RFP #23004926
# Effective: 1/1/2024

| *Estimated Employee Count* | 1235 | 1235 | 1235 | 1235 | 1235 | 1235 | 1235 |
|---|---|---|---|---|---|---|---|
| | **Allegiance Current Plan** | **BenefitFirst Proposed Plan** | **Bentek Proposed Plan** | **Empyrean Proposed Plan** | **Optavise Proposed Plan** | **Ortegon Insurance Agency Proposed Plan** | **Selerix Proposed Plan** |
| A. Set-Up Cost (One-time fee) | - | 2X Montly Fee ($9,633) | $10,000.00 | $35,000.00 | $6,250.00 | $5,000.00 | $3,000.00 |
| B. PEPM Cost (Annual Fee) | $2.75 | $3.40 | $3.35 | $5.00 | $3.00 | $9.50 | $4.50 |
| C. Carrier File Feeds Fee | Included | see notes | Included | see notes | Included in the set up cost | Included | Included |
| D. Payroll Connection Fee | - | $0.50 | - | Included | Included in the set up cost | - | - |
| **Est. 1st Year Core Service** | **-** | **$67,431.00** | **$59,647.00** | **$109,100.00** | **$50,710.00** | **$145,790.00** | **$69,690.00** |
| **Est.2nd Year Core Service** | **$40,755.00** | **$57,798.00** | **$49,647.00** | **$74,100.00** | **$44,460.00** | **$140,790.00** | **$66,690.00** |
| **Rate Guarantee** | | **3 Years - until 12/31/26** | **3 Years - until 12/31/26** | **3 Years - until 12/31/26** | **3 Years - until 12/31/26** | **3 Years - until 12/31/26** | **3 Years - until 12/31/26** |
| **Capabilities** | | | | | | | |
| Dedicated Account Manager | Included | Included | No, dedicated account team | No, dedicated account team | No, dedicated account team | Included | Client Advocate assigned |
| App | None | Included | Not available but website is mobile compatible | Included | Not available but website is mobile compatible | Not available but website is mobile compatible | Not available but website is mobile compatible |
| New Carrier Feeds | N/A | $400 per line for certified carries<br>$700 per line for non-certified carriers | No additional cost | 1 vendor included<br>Single sign-on $7,500 each / EOI integration $10K each | $1,000 each | Included | Included |
| Self Service | Included | Included | Included | Included | Included | Included | Included |
| Push Notifications | None | Send employee email reminders for AE (new hire & over age 26 dependents) | via email & text messages | Via email | via email | Via email or text | Email, Text & through BeneSelect app |
| Payroll Reports SFTP | MUNIS | Included in core cost | Client determines frequency and pulled from site files | Included in cost | Client determines frequency and pulled from Site Files | some ability to | Included |
| Carrier Offsets | Not available | Will Accept | Will Accept | Will Accept | Will Accept | Will Accept | None |
| COBRA Administration | | $1.00 | did not include pricing in the quote | $0.65 PEPM or $500 monthly min | $0.55 PEPM / Set up file feed: $1K | did not include pricing in the quote. Work with a TPA | COBRA services $.95 PEPM |
| Direct Billing | None | $0.30 PEPM | did not include pricing in the quote | $6 PEPM | did not include pricing in the quote | TBD | Does not take any offset but allow clients to split there invoice between 2 or 3 different payors if necessary |
| Total Implementation Timeline | - | 12 weeks - 60 days | 65 days | 120 days | Implementation up to 40 days / EDI up to 30 days | ~120 days | ~60 days |
| **Optional Services** | | | | | | | |
| Reporting | None | *Included | Included | Included | Included | Included | Included |
| Decision Support Tool | N/A | Included | Included | Included | Included | Included | included |
| Call Center | During open enrollment | Available solution | did not include pricing in the quote | $1.50 PEPM | $1.00 PEPM | did not include pricing in the quote | None but can connect clients with call center firms |
| Dependent Verification- Ongoing | Not available | $0.75 PEPM | did not include pricing in the quote | $15 per dependent<br>No charge when the client owns the review & approval/ denial process | Available for a PEPM | Not available | Captures and stores dependent verifications but does not perform audits |
| Texting | No | Included | Included | TBD | *Included | None | None |
| Ability to upload EE docs | Yes | Yes | Yes | Yes | Yes | None | Included |
| ACA Tracking<br>Employer Reporting | Reporting only, forms fulfillment | $1 PEPM | did not include pricing in the quote | TBD based of # ee's tracked | ** $0.75 PEPM | $2.50 per employee/retiree | Included in fee -$1.50 PEPM mailing |
| | | | | | | | |
| **Notes**<br>**Estimated Costs do not include fees other than PEPM & Set up** | | *Custom reporting fee of $300 per hr in quarter hour intervals<br>** Fulfillment cost is $1.00 for PDF/ 1095-C $1.80 printed & mailed; $3,000 for single FEIN for 1094-C<br>***Cobra Administration $1.00PEPM (service will need to be added if they don't send eligibility files to selected carrier) | Clients are responsible for any fees charged by the HRIS/payroll provider(s)<br>Fee year 4 & 5: automatic 5% increase | ACA reporting fees (client selects 1 option)<br>Full Service $12 per form (assumes 1 FEIN @ 1291 forms)<br>Forms-ready File $15,000 annually<br>Raw data output file $7,500 annually<br>State filing $2,500 per state | * must subscribe to call center<br>** ACA reporting implementation $1K<br>Included in total 1st yr cost:<br>Implementation fee: $3K / Carrier File feed Setup (2): $2K / Payroll feed: $1,250 | | 1095-C filing optional $1.50 per form & $1.00 per corrected form<br>Fee year 4 & 5: automatic 5% increase |

**Disclaimer:**
The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations. In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.

**Broker Compensation Disclosure Requirements**

Section 202 of the Consolidated Appropriations Act, 2021 ("CAA"), requires entities providing brokerage and consulting services (referred to collectively as "covered service providers"), including their affiliates and subcontractors, who expect to receive $1,000 or more in direct or indirect compensation, to provide plan fiduciaries with a written disclosure "reasonably in advance of" when the contract is entered, extended, or renewed. The effective date of the requirement is December 27, 2021 and applies to contracts executed on or after December 27, 2021.

Disclosures are required to include:

- A description of the services to be provided to the covered plan pursuant to the contract.
- Where applicable, a statement that the covered service provider (or their affiliate or subcontractor) will provide, or reasonably expects to provide, services pursuant to the contract directly to the covered plan as a fiduciary.
- A description of all direct compensation, either in the aggregate or by service, the covered service provider (or their affiliate or subcontractor) reasonably expects to receive from the covered plan in connection with services provided under the contract.
- A description of all indirect compensation, including compensation from a vendor to a brokerage firm based on a structure of incentives not solely related to the contract with the covered plan that the covered service provider reasonably expects to receive in connection with services provided under the contract. Indirect compensation excludes any compensation received by an employee from an employer. Further compensation from the covered service provider (or their affiliate), the covered plan, or the plan sponsor is not indirect compensation.

  In addition to the above, for any indirect compensation, the disclosure must also include:
  - A description of the arrangement between the payer and covered service provider (or their affiliate or subcontractor) pursuant to which indirect compensation is paid;
  - Identification of the services for which the indirect compensation will be received, if applicable; and
  - Identification of the payer of indirect compensation.
- A description of any compensation provided on a transaction basis (such as commissions, finder's fees, or other similar incentive compensation based on business placed or retained) that will be paid among the covered service provider (or their affiliate or subcontractor) in connection with the services provided under the contract. This should include an identification of the services for which such compensation will be paid and identification of the payers and recipients of such compensation as well as the status of a payer or recipient as an affiliate or a subcontractor, regardless of whether such compensation also is disclosed pursuant to any other provision.
- A description of any compensation that the covered service provider (or their affiliate or subcontractor) reasonably expects to receive in connection with termination of the contract or arrangement, and how any prepaid amounts will be calculated and refunded upon such termination.
- A description of the manner in which such direct or indirect compensation will be received

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**Ed 08/22**

Compensation may be expressed in a monetary amount, formula, or per capita charge based on enrollment counts, or another reasonable method if it cannot reasonably be expressed in one of the other manners. If additional compensation can be earned, but it is not calculable at the time of the contract, then the disclosure must include a description of the circumstances under which the additional compensation may be earned and a reasonable, good faith estimate if the covered service provider cannot readily describe compensation or cost and explains the methodology or assumptions used to prepare their estimate. Disclosure of compensation in ranges may be reasonable in circumstances when the occurrence of future events or other features of the service arrangement could result in the covered service provider's compensation varying within a projected range.

In addition to the above, the covered service provider must update its disclosures:

- Within 60 days of being informed of a change to the information already disclosed (or as soon as practicable if disclosure is precluded due to circumstanced beyond the covered service provider's control)
- To correct any inadvertent errors or omissions within 30 days of discovering the error or omission

Further, covered service providers must provide its disclosure within 90 days of a written request by the plan fiduciary.

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**Broker Compensation Disclosure Form**

McGriff (the Company) is committed to helping our clients make informed financial decisions. To honor our commitment, we strive to provide information that is clear, relevant, and accurate to help clients select services that best meet their needs. Our goal is to build a better future for our clients and communities and we are committed to full transparency in all aspects of our client relationships.

Our principal remuneration for the placement and service of your Employee Benefit Programs will be by commission (a proportion of the premium paid that is allowed to us by the insurance company(ies)) and/or a mutually agreed fee. You should be aware that we may receive additional income from the following sources:

**Tier II / Supplemental Compensation** is related to the placement of Employee Benefits coverage(s) and the placement of Employee Benefits insurance. Tier II / Supplemental Compensation requires certain conditions to be met in order to achieve that compensation. Tier II Supplemental compensation may be earned based on measurable aspects of new business and/or persistency of existing business. It can also be earned based on enrollment, number of clients, premium volume, addition of lines of coverage, certain scaled thresholds or other quantifiable action related to Employee Benefits business. This might include compensation from any of the below referenced insurers, vendors, or other third parties. As such, it is possible that no Tier II / Supplemental Compensation will be paid if the Company does not meet performance requirements. Due its variable nature, Tier II / Supplemental Compensation cannot be calculated as of the time this disclosure is made to you, or prior to the date the Company's executed, extended, or renewed contract with you is effective. In accordance with applicable guidance, however, we have provided you reasonable ranges for potential Tier II/Supplemental Compensation based on a percentage of total premium. The ranges provided for Tier II / Supplemental Compensation were based on a range between no Tier II/Supplemental Compensation being earned and the maximum Tier II/Supplemental Compensation being earned as provided in any agreement between the insurer, vendor or other third party and the Company.

**Further details of Tier II / Supplemental Compensation structures are available upon request.** Compensation may be in the form of additional commissions, bonuses, or benefits ("compensation").

The Company may also receive **non-cash compensation** from certain insurers, vendors, or other third parties that is not in connection with any particular client. This compensation includes such items as gifts valued at less than $100 annually, entertainment, or reimbursement in connection with educational meetings, client workshops or events, or marketing or advertising initiatives, including services for identifying prospective clients. The Company may also receive corporate sponsorships for meetings, training, or other programming we provide for you and other clients, or for our own internal purposes. Like Tier II/Supplemental Compensation, potential non-cash compensation cannot be calculated at the time this disclosure is made to you but, in accordance with applicable guidance, we have provided you a reasonable range of the potential non-cash compensation as a percentage of total premium.

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The following constitutes McGriff's disclosure of direct and indirect compensation the Company will receive or reasonably expects to receive for the period of January 1, 2023 through December 31, 2023 in connection with the below referenced services it provides to the City of Midland (the "Client" or "you"), and as outlined in your Fee Agreement, Employee Benefits Broker Service Agreement or other arrangement/contract for services with McGriff.

We provide brokerage services for the ***selection of*** the following products or services as well as consulting services for the ***development and implementation*** of those products or services :

- insurance products (including vision and dental),
- recordkeeping services,
- medical management services and vendors,
- benefits administration (including vision and dental),
- stop-loss insurance,
- pharmacy benefit management services,
- wellness services (including design and management),
- transparency tools and vendors,
- group purchasing organizations
- preferred vendor panels,
- disease management vendors and products,
- compliance services,
- employee assistance programs,
- third party administration services

The Company does not provide the above-referenced services to the Client in the capacity as a plan fiduciary under ERISA.

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## Compensation

Compensation received by the Company directly from the Client is outlined in the above-referenced Fee Agreement.

The Company reasonably expects to receive compensation from sources other than the Client related to the lines of coverage and/or services listed below. In the event the Client is referred by Company and/or works directly with affiliates of the Company, such affiliates are under the same disclosure obligations as the Company and will separately disclose the required compensation.

## Compensation among the Company its Affiliates and Subcontractors

There is no compensation provided on a transaction basis (such as commissions, finder's fees, or other similar incentive compensation based on business placed or retained) that will be paid among the Company and its affiliates or subcontractors in connection with the services provided in this disclosure.

## Termination Compensation

The Company will not receive any special compensation in connection with the termination of the services described in this disclosure.

## Confidentiality

This disclosure and its contents, including the fees arrangement we have reached, is confidential, as is any advice that I provide to you. To that end, by signing below, you agree not to disclose the contents of this letter to third parties unless you are required to do so by law.

## Other Party's Disclosures

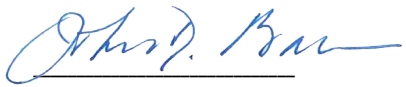
This disclosure document includes the disclosures the Company is required to make in accordance with ERISA Section 408(b)(2) and applicable State laws. Any other plan service provider that is subject to the 408(b)(2) disclosure requirements is required to make its own independent 408(b)(2) disclosure and any such disclosures are not included in this disclosure.

Should you have any questions about any of the above information or require additional information, please don't hesitate to contact Nicolette Essary at Nicolette.Essary@mcgriff.com.

The above information is accurate to the best of my knowledge as of the date this disclosure is executed above.

Date: August 21, 2023

John Bass



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**[PRIVATE]**

# City Council Meeting

**Item Number:** 12

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Erika Martinez, Manager, Purchasing

**Subject:** **RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAVERICK CIVIL & SURVEY, LLC, FOR PROJECT MANAGEMENT, COORDINATION, SURVEY, AND DESIGN SERVICES FOR UTILITIES CONFLICTS CREATED BY THE TEXAS DEPARTMENT OF TRANSPORTATION HIGHWAY I-20 EXPANSION FOR A TOTAL COST OF $120,000.00 (DISTRICT: ALL) (GENERAL SERVICES)**

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**Purpose:**

Resolution authorizing the execution of a professional services agreement for proposed Project Management regarding coordination, survey, and design of utilities conflicts regarding TXDOT Hwy I-20 expansion with Maverick Civil & Survey LLC DBA Maverick Engineering as directed by City Staff for a total cost of $120,000.00; and authorizing payment.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$120,000.00 is available in the FY 2024 Utilities operating budget.

**Discussion:**

Resolution 2020-091 approved the selection of Maverick Civil & Survey LLC DBA Maverick Engineering for performance of on-call engineering support services for the Utilities Department. Please see the attached memo from Carl Craigo, Utilities Director, for additional information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement for proposed Project Management regarding coordination, survey, and design of utilities conflicts regarding TXDOT Hwy I-20 expansion with Maverick Civil & Survey LLC DBA

Maverick Engineering as directed by City Staff for a total cost of $120,000.00; and authorizing payment.

Tina Jaug

City Manager's Office

***INTEROFFICE MEMORANDUM***

**TO:** Erika Martinez, Purchasing Manager

**FROM:** Carl Craigo, PE, Utilities Director

**SUBJECT:** Consider a resolution awarding a Professional Engineering Services, including Project Management regarding coordination, survey, and design of utilities conflicts regarding TXDOT Hwy I-20 expansion to Maverick Engineering

**DATE:** September 26, 2023

TxDOT is expanding I-20 across the entirety of the City of Midland. The project involves updating drainage and widening of lanes which has caused conflicts with some City of Midland Utility systems. Utilities reached out to Maverick Engineering to provide design and construction plans for the conflicts.

Maverick is an approved on-call engineer (Resolution 2020-091). The scope of services is on a task fee bases with an amount of $120,000. This will be paid for with Utilities FY24 Operating Fund. Utilities will apply to be refunded for the engineering services from TxDOT after project completion.

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MAVERICK CIVIL & SURVEY, LLC, FOR PROJECT MANAGEMENT, COORDINATION, SURVEY, AND DESIGN SERVICES FOR UTILITIES CONFLICTS CREATED BY THE TEXAS DEPARTMENT OF TRANSPORTATION HIGHWAY I-20 EXPANSION FOR A TOTAL COST OF $120,000.00**

**WHEREAS**, the City Council approved Resolution No. 2020-091 selecting six engineering firms to provide professional services for engineering services for the Utilities Department; and

**WHEREAS**, the Utilities Department has selected Maverick Civil & Survey, LLC, to provide project management, coordination, survey, and design services for utilities conflicts created by the Texas Department of Transportation Highway I-20 expansion; and

**WHEREAS**, Maverick Civil & Survey, LLC, has agreed to perform said professional services for a total cost of $120,000.00; and

**WHEREAS**, the City Council finds that Maverick Civil & Survey, LLC, is qualified to perform said professional services; and

**WHEREAS**, the City Council finds that the professional fees proposed by Maverick Civil & Survey, LLC, are consistent with and not higher than the recommended practices and fees published by the applicable professional associations and do not exceed any maximum provided by law; and

**WHEREAS**, the City Council finds that Maverick Civil & Survey, LLC, provides professional services for a fair and reasonable price; and

**WHEREAS**, the City Council finds it to be in the public interest to execute professional services agreement with Maverick Civil & Survey, LLC, as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services;

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

**SECTION ONE.** That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a professional services agreement with Maverick Civil & Survey, LLC, for said professional services. A copy of said agreement is attached hereto as Exhibit "1" and incorporated herein for all purposes.

**SECTION TWO.** That $120,000.00 is available in the FY2024 Utilities operating budget.

**SECTION THREE.** That the City Comptroller is hereby authorized and directed to pay Maverick Civil & Survey, LLC, pursuant to the terms of said professional services agreement upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**PROFESSIONAL SERVICES AGREEMENT**
**24000010**

**THIS AGREEMENT** is made and effective the 27th day of September 2023, by and between the CITY OF MIDLAND, TEXAS ("*CITY*"), a home-rule municipal corporation, and Maverick Civil & Survey LLC DBA Maverick Engineering ("*COMPANY*"). CITY and COMPANY are at times individually referred to as a "*Party*" and collectively referred to as the "*Parties.*"

## ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform proposed Project Management regarding coordination, survey, and design of utilities conflicts regarding TXDOT Hwy I-20 expansion (the "*Services*") for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

## ARTICLE II. SERVICES TO BE PERFORMED

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

## ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed $120,000.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY's invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an

invoice, CITY shall notify COMPANY of CITY's objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

## ARTICLE IV. TERM

The term of this Agreement shall be from October 1, 2023 until December 31, 2024, unless the Services are completed sooner or the Agreement is terminated as provided below.

## ARTICLE V. TERMINATION AT WILL

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

## ARTICLE VI. ASSIGNMENT

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

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

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

## ARTICLE VIII. INDEPENDENT CONTRACTOR

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

## ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

The Commercial General Liability policy shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This policy shall name CITY as an

additional insured and waive subrogation in favor of CITY.

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

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

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

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

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

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

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole

and absolute discretion, modify the insurance requirements contained in this Article.

## ARTICLE X. ATTORNEY FEES

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

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

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

## ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, 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.**

## ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

## ARTICLE XIII. RELEASE

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

## ARTICLE XIV. GENERAL PROVISIONS

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

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

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

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

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Maverick Civil & Survey LLC DBA Maverick Engineering
1909 W. Wall St., Suite K
Midland, Texas 79701

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

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

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

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

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

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the 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 additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

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

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

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

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

this Agreement;

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

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

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

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

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

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

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

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

## ARTICLE XV. 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 AGREEMENT, 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.**

**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 AGREEMENT, 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.**

**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 AGREEMENT. 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 AGREEMENT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION XV SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

*[Signature Page(s) Follows]*

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

_____
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 Maverick Civil & Survey LLC DBA Maverick Engineering, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public, State of Texas

Exhibit A

1909 West Wall Street, Suite K • Midland, Texas 79701
P.O. Box 6040 • Midland, Texas 79704 (Mailing Address)
Office 432.262.0999 • Fax 432.262.0989
www.maverick-eng.com

MAVERICK ENGINEERING

August 31, 2023

Carl Craigo, PE
Utilities Director
City of Midland
300th Loraine, 5th Floor
Midland, TX 79701

**RE: Proposal for Professional Services**
**City of Midland I-20 TXDOT Expansion Utilities Conflicts**

Mr. Craigo,

Maverick is pleased to have the opportunity to provide this Proposal for Engineering Services, including Project Management regarding coordination, survey, and design of utilities conflicts regarding TXDOT Hwy I-20 expansion and TI construction.

## Scope of Services

The Project generally includes conflict coordination with TXDOT Engineering Consultant determining conflicts vs non conflicts. This is determined by plan reviews and field knowledge relating to existing city facility locations and elevations. If said conflict remains, then Maverick Engineering will design a conflict resolution plan in coordination with City of Midland and TXDOT's Engineering Consultants.

Project Support includes but not limited to:

- Project Management
  - Troubleshooting
  - Overall Coordination
- Surveying
- Potholing
- Conflict Determination
- Civil Construction Plans
  - Utility (Water and Sewer) Re-route or Adjustments
- Cost Estimates

Not currently included:

- **Geotechnical**
- **Construction Material Testing**
- **Construction Staking**
- **Construction Observation**

- **Archeological Surveys**
- **Easement Negotiations and Acquisition**

## Deliverables

Maverick will provide ongoing support and troubleshooting along with the efforts needed to produce conflict remedy construction documents.

- Civil Construction Plans (Water and Sewer)
    - Per City of Midland Standards and Specifications
    - Per Coordination with TXDOT and Their Consultants
    - Broken out into each individual conflict area.
    - Full Topography Survey
    - Boundary/Right-of Way Determination where needed.
    - Appropriate Scale.
    - Prepare Opinion of Probable Costs per Conflict
    - Aid City in TXDOT coordination
    - Aid City in Construction RFI's and UIR system
    - Potholing Services (Maverick to hire and manage)
    - Traffic Control Services (Maverick to Design, Hire, and Manage)
    - Section 5 has 11 conflicts with a potential of 3 more
    - Onsite Construction Observation of Exploration Services

## Owners Services

- Provide intended direction as it pertains to induvial direction of City of Midland Utilities
- Review and approve construction documents produced by Maverick Engineering
- Bid out and Inspect Construction of Mention Conflicts.
- Utility Conflict Notices
- Manage UIR System

## Schedule

The Scope of Services and associated fee is based on an annual agreement. It is anticipated that the Scope and Fee of the annual Agreement Shall be reassessed with consensus between Owner and Engineer prior to execution of any subsequent agreement. Each Task effort will vary throughout the agreement time frame. Timelines of identified projects within each task will be set and updated per progress meetings as needed. Maverick shall work with City of Midland and TXDOT to comply with TXDOT Construction Schedule

## Compensation

Time and Materials Not to Exceed Basis of **$120,000.** Work Orders are Provided On a Deliverables Basis. When a Work Order specifies that the Work is to be provided on a Deliverables Basis and Maverick Engineering is to be compensated on a Time and Materials Not to Exceed Basis, Maverick Engineering shall be compensated at the Hourly Rates for Services as specified below, plus Travel and Living Expenses

as specified below, plus Reimbursable Expenses as specified below. Please note that Maverick will be paying for Hydrovac and Traffic Control vendors for ease of exploration work schedule.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your Project. If you have any questions, please do not hesitate to contact me at 432-262-0999, or by email at amellen@maverick-eng.com.

Sincerely,

Andrew Mellen
Managing Partner
Maverick Engineering
1909 W. Wall St., Suite K
Midland, TX 79701
amellen@maverick-eng.com
432-262-0999

## Labor Rates

| Classification | Hourly Rate | Classification | Hourly Rate |
|---|---|---|---|
| Administrative Assistant | $50 | Survey Project Manager | $150 |
| Administrative | $65 | Surveyor I (Rodman) | $60 |
| Drafter | $90 | Surveyor II (Instrument Man) | $80 |
| Designer | $100 | Surveyor III (Party Chief) | $110 |
| Survey/CAD Tech | $90 | Surveyor IV (Supervisor/Field Engineer) | $120 |
| GIS Specialist | $100 | Surveyor V (RPLS) | $160 |
| Engineer | $140 | 2-Person Survey Crew | $225 |
| Engineering Project Manager | $160 | 3-Person Survey Crew | $250 |
| Principal | $200 | 4-Person Survey Crew | $275 |

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above.

## Expenses

| Expense Item | Daily Rate |
|---|---|
| ATV | $60 |
| Daily Vehicle Usage Fee | $100 |
| Computers/Information Systems | $40 |
| GPS Equipment (RTK/Static) | $275 |
| EDM/Total Station | $325 |

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent (15%) for items such as:

1. Maps, deed records, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at prevailing IRS Standard rates.

## Taxes

Excise and gross receipts taxes, if any, will be added as an expense.

## Effective Dates

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2023 through end of this project task of TXDOT Section 5 Conflict Project.

# City Council Meeting

**Item Number:** 13

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Tina Jauz, Assistant City Manager

**Subject:** **Motion authorizing the City Manager and the Chairman of the Midland Development Corporation (MDC) to negotiate an amended Master Development Agreement between the City of Midland, the MDC, and C. Hodges Development Services L.L.C. or its assignee, Bass Pro Outdoor World, L.L.C., to provide for (1) a 50% City sales tax rebate for ten years, (2) $250,000 from the City's hotel-motel fund over ten years, and (3) $5.5 million in MDC funding for infrastructure costs (subject to MDC board approval); and authorizing the City Manager to negotiate an amended Property Tax Abatement Agreement between the City of Midland and Bass Pro Outdoor World, L.L.C., to provide for a 100% City property tax abatement for ten years; and providing that any such agreements shall not become effective until approved by the Midland City Council (DISTRICT 4) (CITY MANAGER)**

---

**Purpose:**

Motion authorizing the City Manager and the Chairman of the Midland Development Corporation (MDC) to negotiate an amended Master Development Agreement between the City of Midland, the MDC, and C. Hodges Development Services L.L.C. or its assignee, Bass Pro Outdoor World, L.L.C., to provide for (1) a 50% City sales tax rebate for ten years, (2) $250,000 from the City's hotel-motel fund over ten years, and (3) $5.5 million in MDC funding for infrastructure costs (subject to MDC board approval); and authorizing the City Manager to negotiate an amended Property Tax Abatement Agreement between the City of Midland and Bass Pro Outdoor World, L.L.C., to provide for a 100% City property tax abatement for ten years; and providing that any such agreements shall not become effective until approved by the Midland City Council.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$5.5 million Infrastructure Costs, Midland Development Corporation 100%, ten (10) years, City Property Tax Abatement
50%, ten (10) years, City Sales Tax Rebate
$250,000 over ten (10) years of Hotel Motel Tax Reimbursement

**Discussion:**

On March 28, 2023, the City of Midland and the Midland Development Corporation (MDC) entered into a Master Development Agreement with C. Hodges Development Services for the construction of a Bass Pro Shop and the surrounding infrastructure needed at the site. In addition, the City of Midland entered into a Tax Abatement Agreement with C. Hodges Development Services.

The City and MDC are seeking to negotiate an amendment based on an anticipated larger store with more square footage. Considering the increased footprint, the City and MDC are suggesting the following incentives to be amended in the agreements:

MDC Incentives: funding infrastructure improvements which will include two streets located near the intersection of Highway 158 and Highway 191 (which will be dedicated to the city upon completion). Paving, drainage, water, and wastewater infrastructure are included. The cost of the improvements is capped at $5,500,000.00. This amount is an increase of $500,000.00 above the original Master Development Agreement.

City Incentives: 50% Sales Tax Rebate for ten (10) years. This is an increase of an additional three years from the original Master Development Agreement. The City would also include an incentive of ten (10) years, 100% property tax abatement in the Tax Abatement Agreement. This is an increase from the original agreement which was structured as a step down in two-year increments (100% two years, 80% two years, 60% two years, 40% two years, 20% final two years). Also, the City is proposing a Hotel Motel Tax Reimbursement of up to $25,000.00 annually for ten (10) years on approved expenses related to the promotion and advertising of the City of Midland. This is a new incentive not included in the original Master Development Agreement.

Once the amended Master Development Agreement and Tax Abatement Agreement are finalized, the proposed agreements will be placed on an upcoming City Council agenda for approval.

Morris Williams Jr.

City Manager's Office

# City Council Meeting

**Item Number:** 14

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Tina Jauz, Assistant City Manager

**Subject:** Motion authorizing the execution of a License Agreement between the City of Midland and Firehawk Aerospace, Inc., regarding certain City-owned property located in Winkler and Loving Counties, Texas (DISTRICT: NONE) (CITY MANAGER)

---

**Purpose:**

Motion authorizing the execution of a License Agreement between the City of Midland and Firehawk Aerospace, Inc., regarding certain City-owned property located in Winkler and Loving Counties, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

$5,000.00 annually

**Discussion:**

Firehawk Aerospace has proposed a development and testing facility on land owned by the City of Midland west of Midland. Firehawk will test and fly small rocket-powered vehicles with the aim of evaluating engine performance. They will be abiding by emission and flight standards upheld by the EPA and FAA. Total emissions are estimated to be 50% of a heavy diesel truck. Rocket testing will not include any explosive devices. All launches will land under parachute.

The agreement contains a term of an initial five years with two five-year renewals.

As one of the largest cities in West Texas, Midland is an excellent choice for Firehawk's

operations. Midland is home to a highly skilled workforce with various workforce training programs, including those at the University of Texas of the Permian Basin (UTPB) and Midland College. Firehawk is eager to engage with the university and local school districts by providing expertise and spare resources to the students so they can start their own rocket clubs.

Firehawk is an aerospace and defense company headquartered in Addison, Texas. Firehawk has had a rocket engine test facility on land leased to them by the MDC west of Midland since October 2022.

Firehawk is working to develop assets that expand Air Force and Space Force capabilities, bolster domestic defense production capacity, and provide meaningful, high-skilled jobs.

Morris Williams Jr.

City Manager's Office

# City Council Meeting

**Item Number:** 15

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Ron Jenkins, Oil and Gas Coordinator

**Subject:** RESOLUTION APPROVING THE TRANSFER OF 14 OIL AND GAS WELL PERMITS FROM MCM OPERATING, LLC ("OPERATOR") TO FIREBIRD ENERGY II, LLC ("TRANSFEREE"); AND APPROVING THE TRANSFER OF THE ROAD REPAIR AGREEMENT REGARDING SAID OIL AND GAS WELL PERMITS FROM OPERATOR TO TRANSFEREE; SAID OIL AND GAS WELLS BEING LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DISTRICT 1) (DEVELOPMENT SERVICES)

---

**Purpose:**

Resolution approving the transfer of the Oil and Gas Well Permit's and Road Repair Agreement issued to MCM Operating, LLC (Current Operator) located in Section 6, Block X, H.P. Hilliard, Survey, City and County of Midland, Texas.

**Recommended City Council Action:**

Directional / Informational

**Fiscal Impact:**

There is no cost to the City to process this application.

**Discussion:**

A letter requesting transfer of permits and road repair agreement from MCM Operating, LLC ("MCM") and FireBird Energy II, LLC ("FireBird") has been received. FireBird has provided the necessary instruments required for transfer of permits operated by MCM and agrees to be bound by the terms and conditions of the current Oil and Gas Well Permits and Road Repair Agreement.

Attachments: Letter MCM Operating LLC / FireBird, LLC Request with exhibits; Exhibit Map-Overview Well locations.

Morris Williams Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE TRANSFER OF 14 OIL AND GAS WELL PERMITS FROM MCM OPERATING, LLC ("OPERATOR") TO FIREBIRD ENERGY II, LLC ("TRANSFEREE"); AND APPROVING THE TRANSFER OF THE ROAD REPAIR AGREEMENT REGARDING SAID OIL AND GAS WELL PERMITS FROM OPERATOR TO TRANSFEREE; SAID OIL AND GAS WELLS BEING LOCATED IN SECTION 6, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS**

**WHEREAS**, Operator has made a written request to the City of Midland that the transfer of certain oil and gas well permits to Transferee be approved by the City of Midland; and

**WHEREAS**, Operator has made a written request to the City of Midland that the transfer of the road repair agreement regarding said oil and gas well permits to Transferee be approved by the City of Midland; and

**WHEREAS**, the City Council finds it to be in the public interest to approve Operator's transfer of said oil and gas well permits to Transferee; and

**WHEREAS**, the City Council finds it to be in the public interest to approve Operator's transfer of said road repair agreement to Transferee;

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

**SECTION ONE.** That Operator's transfer to Transferee of all of Operator's oil and gas well permits and the road repair agreement associated with operations located in Section 6, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, is hereby approved.

**SECTION TWO.** That all terms and conditions of said oil and gas well permits shall remain in full force and effect, and Transferee shall be bound by said terms and conditions.

**SECTION THREE.** That Operator's transfer of the road repair agreement regarding said oil and gas well permits to Transferee is hereby approved.

**SECTION FOUR.** That all terms and conditions of said road repair agreement shall

remain in full force and effect, and Transferee shall be bound by said terms and conditions.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

August 22, 2023

City of Midland
Ron Jenkins
Oil & Gas Coordinator
300 N. Loraine
P.O. Box 1152
Midland, Texas 79701

Re: Barron and Mockingbird Wells, Midland County, Texas
Ownership and Operator Revision – Well List Attached as Exhibit "A-1" ("Wells")

Dear Mr. Jenkins:

MCM Exploration Company, LLC, et al ("Sellers") and FireBird Energy II LLC ("FireBird") entered into a Purchase and Sale Agreement, dated July 25, 2023, which contemplates Sellers' sale to FireBird of all of Sellers' rights, title, and interest in the Barron/Mockingbird wells (and related properties) located in the City of Midland and listed on Exhibit "A-1" attached hereto (the "Wells").

In connection with the proposed sale, FireBird would become the operator of the Wells effective August 31, 2023. Firebird has the proper bonding and insurance in place to operate within the City of Midland. Please find FireBird's certificate of insurance and specimen letters of credit enclosed in this letter. Original letters of credit will be sent directly to the City of Midland by the issuing bank.

Sellers and their operating company, MCM Operating, LLC, the present holder of the permits associated with the Wells (the "Permits"), hereby respectfully request that the Midland City Council approve the proposed transfer of operations of the Wells and Permits from MCM Operating, LLC to FireBird upon closing of the sale of the Wells to FireBird.

FireBird has agreed to assume (subject to Council approval) such operations and Permits, as evidenced by FireBird's joinder in the execution and delivery of this letter.

If you have any questions or need additional information, please do not hesitate to contact me at (432) 685-1790.

Sincerely,

**MCM Operating, LLC**

Signature: _____
Name: Matt Chitwood
Title: VP Land
Date: August 23, 2023

The undersigned hereby agrees to being named Operator of the Wells under City of Midland Resolutions and city Code 6-1-2 and assumes all obligations of an Operator thereunder and under the terms of the associated Permits, all subject to consummation of FireBird's acquisition of the Wells.

**FireBird Energy II LLC**

By: _____
Name: TRAVIS F. THOMPSON
Title: CEO
Date: 8/23/2023

**EXHIBIT "A-1"**
Attached to that certain
**REQUEST FOR CHANGE OF OPERATOR LETTER**
Dated August 24, 2023
**from MCM Energy Partners, LLP to Firebird Energy II, LLP**

**PERMITS**

| Prospect | Grantor | Original Grantee | Well | Location | Resolution # |
|---|---|---|---|---|---|
| Barron | City of Midland | Vector Oil & Gas LP | Barron #3 | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2014-403 |
| Barron | City of Midland | Vector Oil & Gas LP | Barron #4 | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2014-403 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-1H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-2H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-3H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-4H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-5H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-6H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-7H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2021-085 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-8H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2022-010 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-9H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2022-010 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-10H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2022-010 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-11H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2022-010 |
| Mockingbird | City of Midland | MCM Operating, LLC | MB-12H | Section 6, Block X<br>H.P. Hilliard Survey<br>Midland County, Texas | 2022-010 |

**Right-of-Way/Road Repair Agreements:** Existing right-of-way license agreement and road repair agreements associated with the wells above.

September 26, 2023
15.7
PACKET

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Cobbs, Allen & Hall, Inc.<br>2121 Sage Road, Suite 145<br>Houston TX 77056<br><br>License#: 79319 | **CONTACT NAME:** Amy Jones<br>**PHONE (A/C, No, Ext):** 832-925-4966 **FAX (A/C, No):** 205-414-8105<br>**E-MAIL ADDRESS:** amy.jones@cacspecialty.com |
| **INSURED**<br>FireBird Energy II LLC<br>111 Boland Street, Suite 300<br>Fort Worth TX 76107<br><br>FIREENE-03 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Federal Insurance Company 20281<br>**INSURER B :** Scottsdale Insurance Company 41297<br>**INSURER C :** Travelers P&C of America 25674<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 2032196094 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 36079509 | 5/18/2023 | 5/18/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | 73634067 | 5/18/2023 | 5/18/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A<br>B | X **UMBRELLA LIAB** X OCCUR<br>X **EXCESS LIAB** CLAIMS-MADE<br>DED RETENTION $ | | | 78199287<br>USXS1512671 | 5/18/2023<br>8/9/2023 | 5/18/2024<br>5/18/2024 | EACH OCCURRENCE<br>AGGREGATE<br> | $ 10,000,000<br>$ 10,000,000<br>$ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | Control of Well | | | 81N70913 | 8/31/2023 | 5/18/2024 | Occurrence CSL<br>CCC Occurrence | 20,000,000<br>1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

NAMED INSURED SCHEDULE:
FireBird Energy II Partners LLC
FireBird Energy II Holdings LLC
FireBird Energy II Intermediate Holdings LLC
FireBird Energy II LLC
FireBird Intermediate, LLC
FireBird Operating Company, LLC

See Attached...

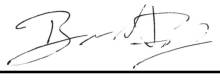
**CERTIFICATE HOLDER**

City of Midland
Attn: City Attorney's Office
P.O. Box 1152
Midland TX 79702

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**





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**ACORD 25 (2016/03)** **The ACORD name and logo are registered marks of ACORD**

AGENCY CUSTOMER ID: FIREENE-03

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | NAMED INSURED |
|---|---|
| Cobbs, Allen & Hall, Inc. | FireBird Energy II LLC<br>111 Boland Street, Suite 300<br>Fort Worth TX 76107 |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

CONTROL OF WELL:

Policy No.: 81N70913
8/31/2023 - 5/18/2024
Security: Travelers Property Casualty Company of America

Section IA: Control of Well
Section IB: Redrill, Extra Expense
Section IC: Pollution and Clean-up
Section ID: Care, Custody and Control

Limits (100%):
Section IA, IB, IC - Combined Single Limits of Insurance:
$20,000,000 any one "occurrence", with respect to 100% interest, Combined Single Limit of Insurance (applies over all coverages provided under Sections IA, IB, and IC).

Section ID - Care, Custody and Control
$ 1,000,000 any one "occurrence", with respect to 100% interest (applies only to Section ID)
Blanket waiver of subrogation on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured(s).
Blanket additional insured on General Liability and Auto Liability policies as required by written contract with respect to work performed by the named insured(s).
30 days notice of cancellation applies per policy terms and conditions.
Sudden & accidental pollution included in GL.
Umbrella is follow form of GL, Auto and Employers Liability.



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DATE (MM/DD/YYYY)
08/21/2023

# CERTIFICATE OF LIABILITY INSURANCE Acct#: 2977854

**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**<br>**LOCKTON COMPANIES, LLC**<br>**3657 BRIARPARK DR., SUITE 700**<br>**HOUSTON, TX 77042** | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext): 888-828-8365** / **FAX (A/C, No):**<br>**E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM** |
| | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| | **INSURER A : Indemnity Insurance Co. of North America** / **43575** |
| **INSURED**<br>**FIREBIRD OPERATING COMPANY, LLC**<br>**111 BOLAND ST STE 300**<br>**FORT WORTH, TX 76107-1226** | **INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS- ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ 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) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | x | C51897560 | 01/02/2023 | 10/01/2023 | X PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | **$ 1,000,000** |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | **$ 1,000,000** |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | **$ 1,000,000** |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
**30 DAY NOTICE OF CANCELLATION INCLUDED**
**WAIVER OF SUBROGATION IN FAVOR OF the Certificate Holder, WHEN REQUIRED BY WRITTEN CONTRACT.**

**CERTIFICATE HOLDER**

**2977854**

**City of Midland**
**PO Box 1152**
**Midland, TX 79702**

PACKET 15.10

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

September 26, 2023

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**Workers' Compensation and Employers' Liability Policy**

| | |
|---|---|
| Named Insured<br>FIREBIRD OPERATING COMPANY, LLC<br>111 BOLAND ST STE 300<br>FORT WORTH, TX 76107-1226 | Endorsement Number<br><br>Policy Number<br>Symbol: RWC Number: C51897560 |
| Policy Period<br>01/02/2023 **TO** 10/01/2023 | Effective Date of Endorsement<br>08/21/2023 |
| Issued By (Name of Insurance Company)<br>Indemnity Insurance Co. of North America | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.The premium for this endorsement is shown in the schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization:
   City of Midland
   PO Box 1152
   Midland, TX 79702

   ( X ) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract tofurnish this waiver.

2. Operations:
   WAIVER OF SUBROGATION IN FAVOR OF the Certificate Holder, WHEN REQUIRED BY WRITTEN CONTRACT.

3. Premium:

   The premium charge for this endorsement shall be INCLUDED percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCLUDED

Authorized Representative


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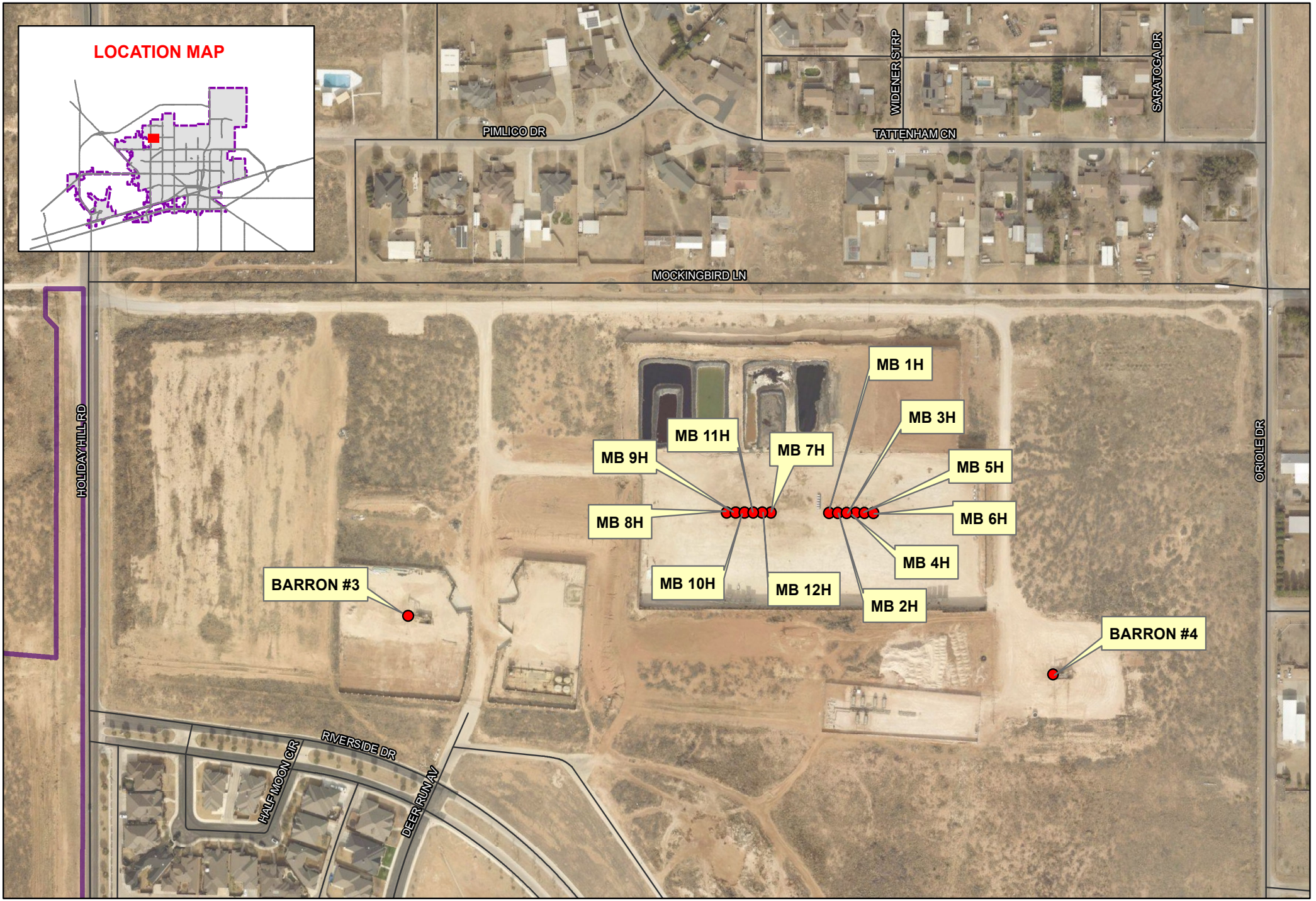



Date: 8/29/2023

**Legend**

- MCM Well
- Street
- City Limits

PACKET

15.12

September 26, 2023

0 50 100 Feet

# MCM Operating LLC Transferred Well Locations

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# City Council Meeting

**Item Number:** 16

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** John Simmons, Manager, Right-of-Way

**Subject:** Motion authorizing the execution of a Right-of-Way License (23-329-044) with CrownQuest Operating, LLC, regarding City-owned property described as Section 4, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas (DISTRICT: NONE) (UTILITIES)

---

**Purpose:**

This motion will provide the applicant a 30’ wide right of way to place an Eight inch (8), Poly construction, Oil pipeline on the City of Midland-owned Sprayberry Farm property. The applicant will need an additional 20’ wide temporary workspace for construction.

This Right-of-Way License is proposed for a single ten-year term. Terms are consistent with the City’s standard license for facilities of this nature.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

Application fee (one time): $1,000

Annual Lease Rate,

8” oil pipeline ($260.00 per rod x 143.07 rods) paid 10 years in advance ($37,198.20)

Surface Damages: included in the new annual rate

Total Collected: $38,198.20

**Discussion:**

This is an oil pipeline carrying applicants off lease oil to existing Crownquest pipeline facilities on Sprayberry Farm property. The pipeline will be buried a minimum of forty-eight inches (48) deep.

Certificates of Insurance are on file.

The City Secretary is to record all documents.

Morris Williams Jr.

City Manager's Office

# RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

| | |
|---|---|
| **Date:** | September 27, 2023 |
| **Licensor:** | CITY OF MIDLAND, TEXAS, a home-rule municipal corporation |
| **Licensor's Representative:** | Tommy Gonzalez, City Manager |
| **Licensor's Mailing Address:** | P.O. Box 1152<br>Midland, Texas 79702 |
| **Licensee:** | **CrownQuest Operating, LLC** |
| **Licensee's Representative:** | **Robert W. Floyd** |
| **Licensee's Mailing Address:** | P.O. Box 53310<br>Midland, Texas 79701 |
| **Property:** | As described in Article III below |
| **License Number:** | **23-329-044** |

Licensee desires use of certain Property (as defined below) owned by Licensor in Midland County, Texas, for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

**W I T N E S S E T H:**

For and in consideration of the execution of this license (this "License") and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

## I. Term

**A. Term.** This License shall be for a term of ten (10) years commencing on the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

**B. Termination.** Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to terminate this License during the term of this License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of this License. All work and services under this License shall be suspended upon termination of this License.

Upon expiration or termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface of the Property shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred eighty (180) days after the expiration or termination of this License. All of the terms, provisions and requirements of this paragraph shall survive the expiration or termination of this License.

## II. Financial Consideration

**A. License Fee.** A license fee in the amount of THIRTY-SEVEN THOUSAND ONE HUNDRED NINETY-EIGHT and 20/100 Dollars ($37,198.20) ("License Fee") shall be due and payable on or prior to the Commencement Date.

In the event Licensor terminates this License pursuant to the provisions of Section I.B., Licensor agrees to refund to Licensee a pro rata share of the License Fee actually paid by Licensee to Licensor for that portion of the remaining term that is being terminated. For the avoidance of doubt, the amount of any refund payable to Licensee pursuant to this paragraph shall be determined net of any costs or expenses incurred by Licensor in connection with Licensee's unfulfilled obligations under this License (if any).

**B. Application Fee.** On or prior to the Commencement Date of this License, Licensee shall pay a non-refundable one-time fee of One Thousand and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for this License.

**C. Delivery of Payment.** Payment of the above fees shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. Payment of the above fees shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

**D. Late Payment.** Licensee's failure to make payment of any of the above fees within thirty (30) days after such fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%) of such fee.

## III. Use

**A. Permitted Use.** Licensor does hereby grant unto Licensee, the right to enter upon the Property, being fifty (50) feet in width of the locations with boring operations limited to areas as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of operating, repairing, maintaining, replacing and removing, thereon, along the herein described locations, a poly construction pipeline, not to exceed eighteen (8) inches in diameter, for the transportation of oil and to have the right of ingress and egress at convenient points for such purpose and said construction width shall revert to thirty (30) feet after the pipeline is completed (the "Property"). **Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the pipeline described herein may result in the termination of this License. The decision to accept a complete as-built survey after the sixty-day deadline prescribed herein, or, conversely, to terminate this License shall be in the sole and absolute discretion of Licensor.**

**B. Road Repair.** Licensee covenants and agrees that it will repair, at its own expense, any of Licensor's roads that Licensee, its employees, contractors, representatives, agents or assigns damage on Licensor's property, so that such roads will comply with Licensor's standard specifications.

**C. Utility Repair.** Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines, water meters and other utility lines owned by Licensor that Licensee, its employees, contractors, representatives, agents or assigns, damage so that such water lines, sewer lines, water meters and other utility lines shall comply with Licensor's standard specifications.

**D. Pipeline Depth.** Licensee covenants and agrees that it will bury the pipeline to be constructed hereunder no less than forty-eight (48) inches in depth. All backfill used in burying such pipeline shall be compacted to a density of ninety percent (90%), except where such pipeline crosses under a paved or traveled portion of any City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline intersects with a City of Midland utility line location, the pipeline shall be bored at a depth of at least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

**E. Approval of Bids.** Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, Licensee shall first obtain written approval of the specifications therefor from Licensor's Representative, which approval shall be at Licensor's Representative's sole discretion.

**F. Reservation of Rights.** Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR OTHER PERMITTED FACILITIES ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

**G. Non-exclusive.** Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

**H. Abandonment.** It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances associated with the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically terminate and revert to Licensor, its successors or assigns, free and clear of any right, title, or interest of Licensee.

**I. Approval of Specifications.** In the event Licensee desires to reconstruct, repair, alter, replace or remove any pipeline or other permitted facilities built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her prior written approval, which approval shall be at Licensor's Representative's sole discretion. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor workday. If not on a workday, Licensee shall notify Licensor's Representative on the first workday after repairs have begun.

**J. Gates and Fences.** Without altering or expanding the limitations on ingress, egress and access to the Property set forth in Paragraph A. of Article III above, Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed". Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's

lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express prior consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

**K. Trash.** Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

**L. Hunting, Fishing and Alcohol Prohibited.** No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

**M. Storage of Machinery and Equipment.** Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

**N. Additional Reservations.** Licensor reserves the right to use the surface, subsurface or airspace on, below or above the land covered by this License for any purpose allowed by law and deemed necessary or proper by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through any portion of the Property. In the event of such work in connection with said purposes it shall be deemed necessary or proper by Licensor, at Licensor's sole discretion, to alter, change, or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor without any claim for reimbursement for the cost of the alteration, change or relocation or damages against Licensor. The relocation, change, or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration, change or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments. Without limiting the foregoing, Licensor expressly reserves the full right to grant other licenses, easements and/or rights-of-way in, on, across, along, over, under or through all or any portion of the Property. Licensor expressly reserves the right to use and grant to third parties the right to use all or any

portion of the Property and the surface, subsurface or airspace on, below or above the Property for any purpose.

## IV. Standard General Conditions

**A. Insurance.** Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

| | |
|---|---|
| *Commercial General Liability (including Contractual liability):* | |
| ■ Personal Injury: | $1,000,000.00 per person<br>$1,000,000.00 per occurrence |
| ■ Property Damage: | $100,000.00 per occurrence |
| *Business Automobile Liability:* | $1,000,000.00 combined single limit--<br>Personal Injury and Property Damage |
| *Workers' Compensation:* | Statutory limits |
| *Employers' Liability:* | $1,000,000.00 per accident or occurrence |
| *Umbrella Liability:* | $10,000,000.00 each occurrence<br>$10,000,000.00 aggregate |

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

All insurance required pursuant to this License, except for Worker's Compensation Insurance, shall name Licensor as an additional insured. All insurance required pursuant to this License, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to Licensor. The parties agree that, prior to the execution of this License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. Licensor shall determine, in its sole discretion, whether such requirements have been satisfied.

Licensor shall be provided written notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to

provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required herein and name the City of Midland as an additional insured (except as to Worker's Compensation Insurance). Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

**B. Indemnity. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE, ITS SUCCESSORS AND ASSIGNS, AGREE TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S REPRESENTATIVES, AGENTS, ATTORNEYS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) THIS LICENSE, LICENSEE'S USE OF OR ACTIVITIES ON THE PROPERTY OR ANY OTHER PROPERTY OWNED BY LICENSOR, OR ANY ACT OR OMISSION OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "LIABILITIES"), EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE SHALL PROMPTLY ADVISE LICENSOR OF ANY ACTION, ADMINISTRATIVE OR LEGAL PROCEEDING OR INVESTIGATION TO WHICH THIS INDEMNIFICATION MAY APPLY, AND OF WHICH LICENSEE HAS RECEIVED NOTICE, AND LICENSEE, AT LICENSEE'S EXPENSE, SHALL ASSUME ON BEHALF OF LICENSOR (AND THE OTHER INDEMNITEES) AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE THEREOF WITH COUNSEL REASONABLY SATISFACTORY TO LICENSOR; PROVIDED, HOWEVER, THAT ANY INDEMNITEE SHALL HAVE THE RIGHT, AT ITS OPTION, TO BE REPRESENTED THEREIN BY COUNSEL OF ITS OWN SELECTION AND AT ITS OWN EXPENSE. IN THE EVENT OF FAILURE BY LICENSEE TO ASSUME THE DEFENSE OF LICENSOR IN ACCORDANCE WITH THIS INDEMNIFICATION, LICENSOR, AT ITS OPTION, AND WITHOUT RELIEVING LICENSEE OF ITS OBLIGATION HEREUNDER, MAY ASSUME SUCH DEFENSE, AFTER WRITTEN NOTICE THEREOF TO LICENSEE AND LICENSEE'S FAILURE TO RESPOND THERETO WITHIN TEN (10) BUSINESS DAYS AFTER RECEIPT OF SUCH NOTICE (SAID TEN (10) DAY PERIOD SHALL NOT APPLY IN**

**ANY CASE WHERE IMMEDIATE ANSWERS, RESPONSES, OR OTHER AFFIRMATIVE ACTION IS REQUIRED TO PRESERVE THE RIGHTS OF LICENSOR) BUT ALL REASONABLE COSTS AND EXPENSES SO INCURRED BY LICENSOR IN THAT EVENT SHALL BE REIMBURSED BY LICENSEE TO LICENSOR, TOGETHER WITH INTEREST ON THE SAME FROM THE DATE ANY SUCH EXPENSE WAS PAID BY LICENSOR UNTIL REIMBURSED BY LICENSEE, AT THE RATE OF INTEREST PROVIDED TO BE PAID ON JUDGMENTS, BY THE LAWS OF THE STATE OF TEXAS.**

**WITHOUT LIMITING THE FOREGOING, LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY, PROTECT, DEFEND AND SAVE LICENSOR HARMLESS FROM ANY AND ALL CLAIMS, LIENS, JUDGMENTS, SUITS, CAUSES OF ACTION, AND DEMANDS OF ANY SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES, IN CONNECTION WITH THE CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE OR OTHER PERMITTED FACILITIES DESCRIBED HEREIN.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS AND DEFEND EACH INDEMNITEE FROM ALL LIABILITIES, SUITS, ACTIONS, CLAIMS, DAMAGES, CAUSES OF ACTION, CHARGES, JUDGMENTS, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF ANY INDEMNITEE, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', REPRESENTATIVES', AGENTS', CONTRACTORS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE, INCLUDING, WITHOUT LIMITATION, SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE OR PERMITTED FACILITIES ON LICENSOR'S PROPERTY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY INDEMNITEE, INCLUDING RELATED ATTORNEY'S FEES.**

**WITHOUT LIMITING ANY OF THE FOREGOING, LICENSEE, ITS SUCCESSORS AND ASSIGNS, SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD INDEMNITEES HARMLESS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, PERSONAL**

**INJURIES, PROPERTY DAMAGE, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ALL ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) (i) FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY INDEMNIFYING PARTY'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR (ii) ANY INDEMNIFYING PARTY'S HANDLING, STORING, RELEASING OR TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.**

**IT IS THE INTENTION OF THE PARTIES HERETO THAT THE PROVISIONS OF THIS INDEMNIFICATION SHALL APPLY TO AND PROTECT EACH INDEMNITEE FROM THE CONSEQUENCES OF STRICT LIABILITY IMPOSED OR THREATENED TO BE IMPOSED ON SUCH INDEMNITEE, AS WELL AS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF ANY INDEMNITEE, WHETHER OR NOT THAT NEGLIGENCE IS A CONTRIBUTING OR CONCURRING CAUSE OF ANY LIABILITY INDEMNIFIED AGAINST IN THIS ARTICLE IV.B.**

**THE TERMS, PROVISIONS, REQUIREMENTS AND OBLIGATIONS OF THIS ARTICLE IV.B. SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS LICENSE, AND SHALL NOT BE LIMITED BY OR TO DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEES' BENEFIT ACTS.**

**C. Assignment.** The provisions of this License shall inure to the benefit of and be binding upon Licensor and Licensee and their respective successors and permitted assigns. The rights and privileges granted by Licensor under this License inure to the benefit of Licensee. No rights, privileges or obligations hereunder shall be assignable by Licensee without the express prior written consent of Licensor. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager

**D. Independent Contractor.** It is expressly understood and agreed that Licensee shall perform all work described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to

control the details of the work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way. The provisions of this subparagraph (D.) shall not be deemed or construed as contradicting, limiting or conflicting with the provisions of subparagraph (M.) below.

**E. Attorney Fees. SHOULD LICENSOR BE REQUIRED TO RESORT TO EMPLOYMENT OF ATTORNEYS TO ENFORCE THIS LICENSE, OR ANY OF ITS RIGHTS UNDER THIS LICENSE, LICENSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LICENSEE FOR LICENSOR'S ATTORNEYS' FEES. LICENSEE SHALL REIMBURSE LICENSOR FOR LICENSOR'S ATTORNEYS' FEES INCURRED IN CONNECTION WITH THE PREPARATION AND NEGOTIATION OF THIS LICENSE. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS LICENSE, OR THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE. WITHOUT LIMITING THE FOREGOING, LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, OR TO THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.**

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

**LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.**

**F. Governing Law & Venue.** All performance and payments made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License, or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

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

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

**I. Third Party Beneficiary.** Except as provided in Article IV.B. above with respect to Indemnitees, (i) Licensor's granting of this License does not create any third-party beneficiary, (ii) there is no third-party beneficiary to this License, and (iii) no person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

**J. Notices.** Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

**K. Notice of Alleged Breach; Statutory Prerequisite.** Without limiting the provisions of Article IV.G. above, as a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time

and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager or other such official of Licensor within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

**M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE.** The parties hereto agree that this License does not constitute a "Contract" for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the maximum extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties hereto expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third-party lacking privity to this License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, or maintain Licensor's facilities or structures described herein, rather, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose but does not require the use of the Property for a specific purpose. Licensee is not providing a service to Licensor. Licensee is paying Licensor for temporary rights in real property, not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

**N. Compliance**. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

**O. Texas Historical Commission Survey.** Licensee agrees that it shall comply with Chapter 191

of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

**P. Waiver.** No waiver of any of the provisions of this License shall be deemed or constitute a waiver of any other provisions of this License, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. Likewise, the failure of Licensor to enforce any provision of this License shall not be deemed nor shall constitute a waiver of the right of Licensor to enforce such provision.

**Q. Counterpart Execution.** This License may be executed in several counterparts, and any such agreement shall be deemed an original for all intents and purposes.

**R. No Release of Liability**. Notwithstanding anything to the contrary contained in this License, the termination or expiration of this License shall not relieve Licensee of any liability, duty or obligation under this License, nor shall it preclude Licensor from asserting any right to specific performance, damages or any other rights or remedies to which Licensor may be entitled. Upon termination or expiration of this License for any reason, Licensee shall execute and deliver a recordable release of this License to Licensor in form and substance satisfactory to Licensor.

**S. Entire Agreement.** This License constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof, superseding all negotiations, prior discussions, prior licenses and prior agreements and understandings related to the subject matter hereof. This License may only be amended by written instrument executed by Licensor and Licensee.

*[Signature Pages Follow]*

**LICENSOR:**
**CITY OF MIDLAND, TEXAS**

By:_____
Tommy Gonzalez, City Manager

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT AND COMPLETENESS:

_____
Carl Craigo, Director of Utilities

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

**LICENSEE:**
**CROWNQUEST OPERATING, LLC**

By: _____ RR JB
Printed Name: Robert W. Floyd
Title: President

THE STATE OF Texas §
§
COUNTY OF Midland §

BEFORE ME, the undersigned authority, on this 18 day of September, 2023 personally appeared Robert W. Floyd an officer of CrownQuest Operating, LLC, known to me to be the person and official whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

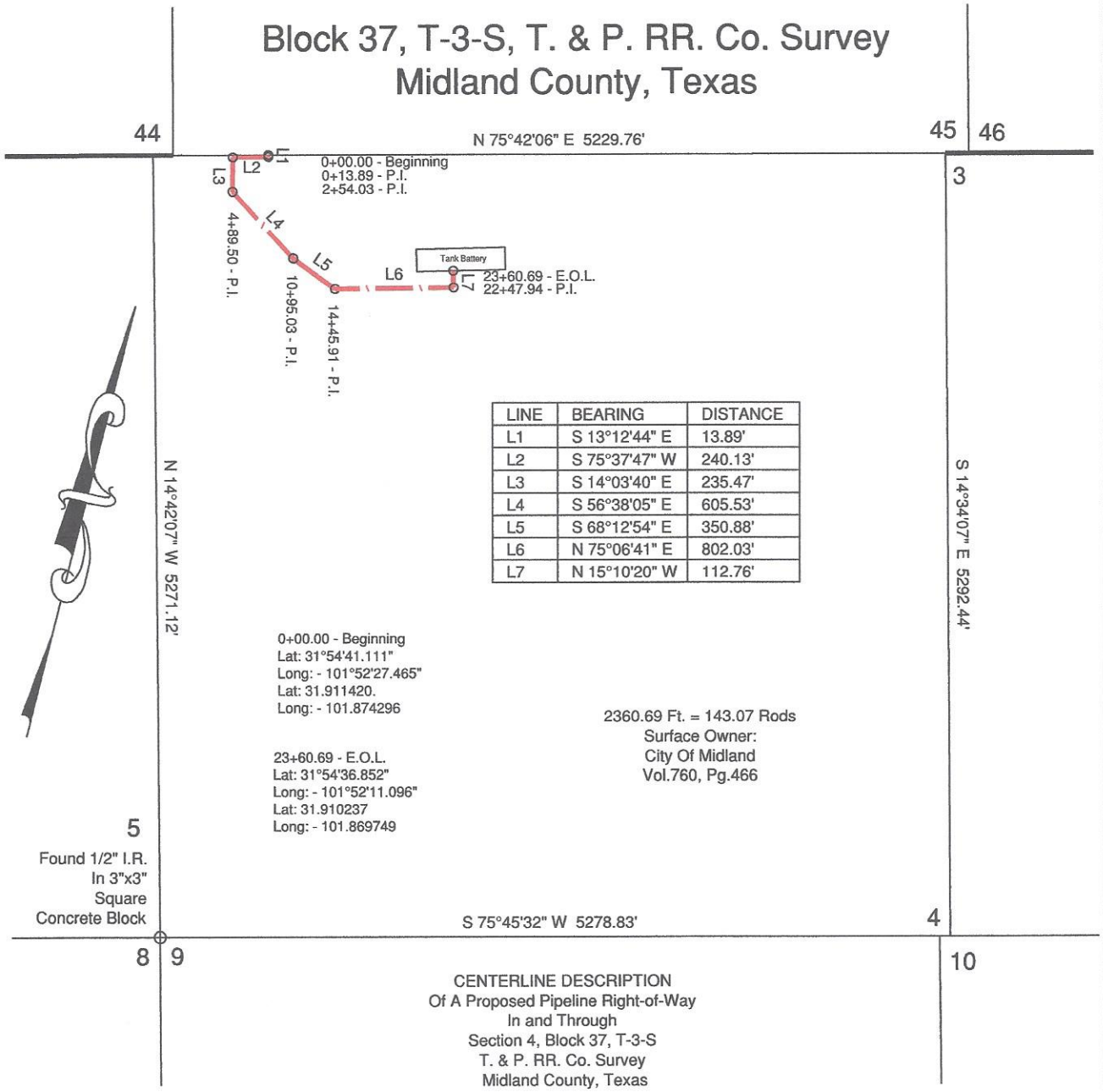
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 18 day of September, 2023.

MATTHEW T. RITCHEY
My Notary ID # 131382341
Expires December 15, 2025

Notary Public, State of Texas

Exhibit A

# Block 37, T-3-S, T. & P. RR. Co. Survey
# Midland County, Texas

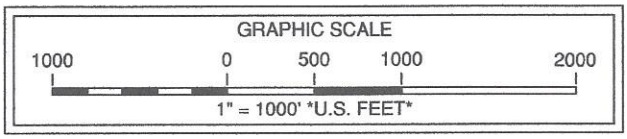



| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 13°12'44" E | 13.89' |
| L2 | S 75°37'47" W | 240.13' |
| L3 | S 14°03'40" E | 235.47' |
| L4 | S 56°38'05" E | 605.53' |
| L5 | S 68°12'54" E | 350.88' |
| L6 | N 75°06'41" E | 802.03' |
| L7 | N 15°10'20" W | 112.76' |

CENTERLINE DESCRIPTION
Of A Proposed Pipeline Right-of-Way
In and Through
Section 4, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

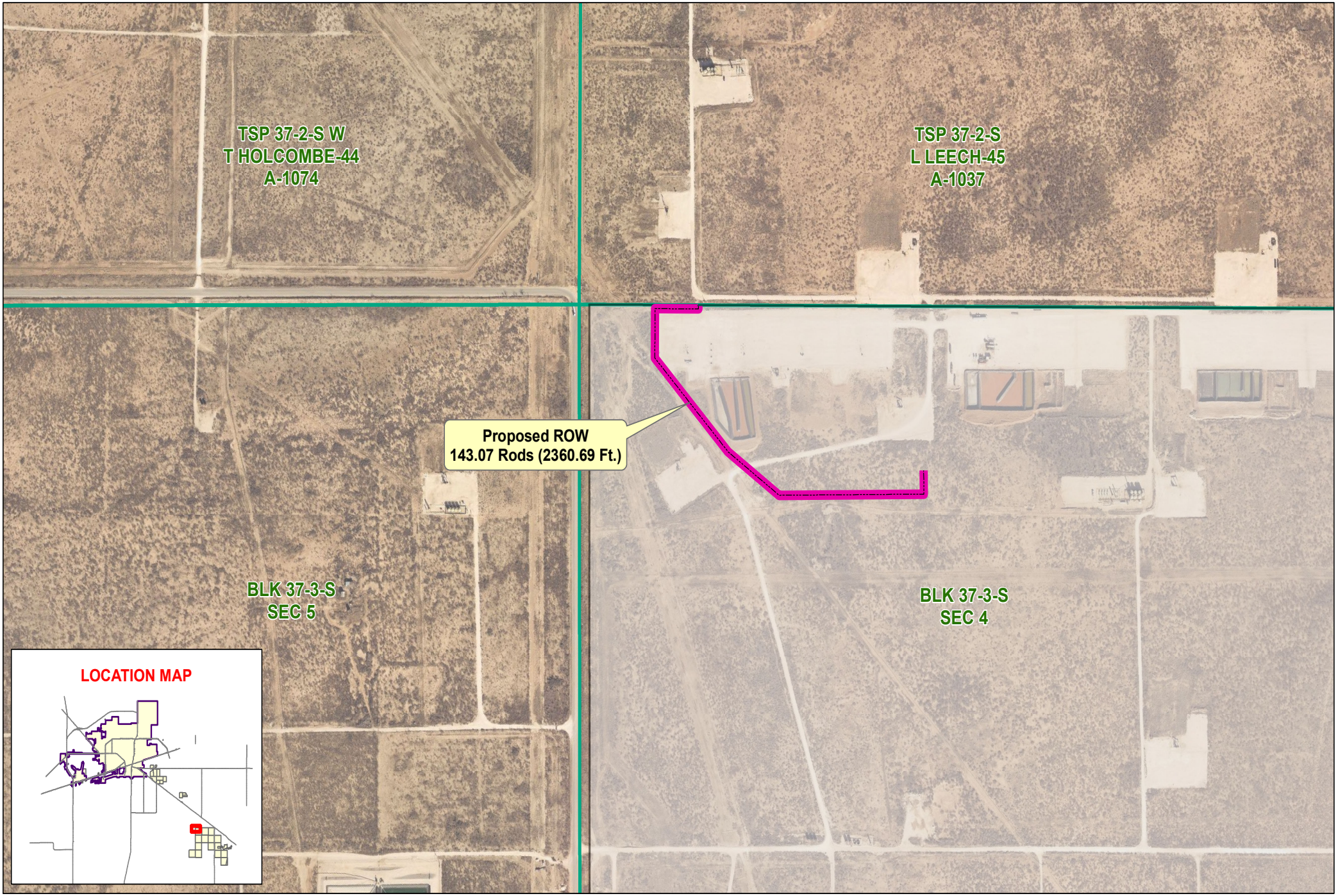
Beginning at pipeline station 0+00.00 for the beginning of this proposed pipeline right-of-way from which a found 1/2" iron rod in 3"x 3" square concrete block for the Southwest corner of Section 4, Block 37, T-3-S bears S 06°18'57" E, 5338.77 feet.

Thence S 13°12'44" E, a distance of 13.89 feet to pipeline station 0+13.89 being a P.I. with a deflection of 88°50'30";
Thence S 75°37'47" W, a distance of 240.13 feet to pipeline station 2+54.03 being a P.I. with a deflection of 89°41'27"";
Thence S 14°03'40" E, a distance of 235.47 feet to pipeline station 4+89.50 being a P.I. with a deflection of 42°34'25";
Thence S 56°38'05" E, a distance of 605.53 feet to pipeline station 10+95.03 being a P.I. with a deflection of 11°34'49";
Thence S 68°12'54" E, a distance of 350.88 feet to pipeline station 14+45.91 being a P.I. with a deflection of 36°40'25";
Thence N 75°06'41" E, a distance of 802.03 feet to pipeline station 22+47.94 being a P.I. with a deflection of 90°17'02";
Thence N 15°10'20" W, a distance of 112.76 feet to pipeline station 23+60.69 being the E.O.L. (End of Line) for this proposed pipeline right-of-way from which a found 1/2" iron rod in 3"x 3" square concrete block for the Southwest corner of Section 4, Block 37, T-3-S bears S 09°33'22" W, 4924.82 feet.






Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Note: Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1983, Central Zone.
Note: A combined grid factor of 0.9998685 must be divided into all distances to obtain surface distances.
Note: Surface ownership provided by Crownquest Operating, LLC.




**Date: 9/8/2023**

Proposed ROW
City Owned Property
Survey Section

PACKET

16.19

# Crownquest - TH to VACT Oil Proposed ROW

September 26, 2023

0 250 500 Feet

©THE CITY OF MIDLAND - 2023
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2022

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 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: Kelly Elliott | |
|---|---|---|
| InSource Insurance Group, LLC<br>5108 Wayland Dr.<br>Odessa TX 79762-5513 | PHONE (A/C, No, Ext): (432)362-8800 | FAX (A/C, No): (432)362-8855 |
| | E-MAIL ADDRESS: KellyE@InSourceIns.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Markel International Insurance | AA1121425 |
| INSURED<br>CrownQuest Operating, LLC<br>PO Box 53310<br>Midland TX 79710 | INSURER B: Liberty Mutual Fire Ins Co | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** CL22122128360 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X S&A Pollution 30/90<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | JCGL104343 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | AS2-641-445886-012 | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | JUMB103813 | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE<br>AGGREGATE | $ 50,000,000<br>$ 50,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC2-641-445886-022 | 12/31/2022 | 12/31/2023 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SUBJECT TO POLICY TERMS & CONDITIONS AND A WRITTEN CONTRACT:
GL, AUTO & UMBRELLA POLICIES INCLUDE A BLANKET ADDITIONAL INSURED. WC, GL, AUTO & UMBRELLA INCLUDE A BLANKET WAIVER OF SUBROGATION. WHEN REQUIRED BY WRITTEN CONTRACT PRIMARY - NON-CONTRIBUTORY COVERAGE APPLIES. POLICIES INCLUDE 30 DAY NOTICE OF CANCELLATION EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER**

City of Midland
Attn: City Attorney's Office
PO Box 1152
Midland, TX 79702

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Wood/KJE

PACKET 16.20 September 26, 2023

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# COMMENTS/REMARKS

Bond # RLB0014710
Company - RLI Insurance
Effective 7/30/22 - 7/30/23
Principal: CrownQuest Operating, LLC
Blanket Bond $75,000 limit applicable for Permits to drill wells for oil or gas within the city limits.
Covered wells:
COM Nail #1
COM Nail #2
COM Nail #3
City Nail #1


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# Additional Named Insureds

| Other Named Insureds | |
|---|---|
| Enerquest Oil & Gas, Ltd. | Limited partnership, Additional Named Insured |
| EnerQuest Property Management, LLC | Limited Liability Company, Additional Named Insured |
| Hexagon Interim Partnership | Partnership, Additional Named Insured |
| Hexagon Partners, Ltd | Limited corporation, Additional Named Insured |
| Mallard Land Development, LLC | Limited Liability Company, Additional Named Insured |
| Mallard Land, LLC | Limited Liability Company, Additional Named Insured |
| Mallard Royalty Holdings, LP | Limited partnership, Additional Named Insured |
| Mallard Royalty Partners | Partnership, Additional Named Insured |
| MRH 2018, LP | Limited partnership, Additional Named Insured |
| Muscovy Land Partners, LLC | Limited Liability Company, Additional Named Insured |
| Pintail Land Development, LP | Limited partnership, Additional Named Insured |
| Teal Trading & Development, LP | Limited partnership, Additional Named Insured |
| Texas Land & Royalty, Ltd. | Limited corporation, Additional Named Insured |


OFAPPINF (02/2007) COPYRIGHT 2007, AMS SERVICES INC

# City Council Meeting

**Item Number:** 17

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING 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 (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Schumann Surveying, Inc., is requesting a Special Exception from the City of Midland Zoning Ordinance for reduced lot width for a corner lot from the required 55 feet to a lot width of 50 feet.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The applicant has applied for a Zone Change from C, Commercial District, to SF-3, Single-Family Dwelling District. On August 7, 2023, the Planning and Zoning Commission's recommended motion for approval failed by a 2-2 vote.

The Preliminary Plat was approved with conditions on August 21, 2023, Planning and Zoning Commission meeting. The property is located at 708 North Fort Worth Avenue and is a vacant lot. The applicant is requesting a special exception to the minimum lot width requirement for a corner lot zoned SF-3, Single-Family Dwelling District.

Per our City of Midland Zoning Ordinance, *Section 5.04 – Residential Zoning District Dimensional Regulations Chart,* concerning the minimum lot width for a corner lot in SF-3.

*SF-3, Single Family Dwelling District*
*Lot Dimensions*
*Minimum Lot Width*
*Corner Lot – 55 feet*

This request has been circulated to all pertinent City departments for review. Below are the departments comments.

**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 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Engineering: (Approved)**

No objections to zoning/zone change. [For Applicant's Information Only.]

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

No objections. [For the Applicant's information only.]

**Planning (Approved):**

The property is vacant and surrounded by residential uses to the south and east, including the corner lot immediately to the east which also has a 50-foot lot width. Based on current residential uses in this area a minimum lot width of 50 feet for the corner lot is in line with the existing developments.

The Tall City Tomorrow Comprehensive Plan, Chapter 4 - Housing & Neighborhoods, Goals 3 and 4 encourages infill developments to provide affordable and diverse housing options for all income levels. The reduction in the lot width for the corner will aid in carrying out these policies within the City of Midland.

Staff recommends approval of this Special Exception subject to conditions A through C.

**Condition:**

**A. That the minimum allowable lot width for a corner lot shall be fifty feet (50').**

**B. That the associated request for a Zone Change from C, Commercial District to SF-3, Single-Family Dwelling District be approved by City Council.**

**C. That a Final Plat for a Replat of the property be approved by the Planning & Zoning Commission.**

**Letters of Objection:**

Staff has not received any letters of objection as of August 31, 2023.

**Attachments:**

Metes & Bounds (Exhibit A)
Preliminary Plat
Application
Maps

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE), BY PERMITTING A REDUCED MINIMUM LOT WIDTH IN THE EVENT THAT THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND IS AMENDED TO REZONE THE PROPERTY FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING 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 Ordinance, pursuant to Section 11-1-7, for

the purposes herein stated, subject to special conditions;

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

**SECTION ONE.** That a special exception is hereby granted for the property described as a 0.32-acre tract of land, being the north 100 feet of the northwest quarter of Block 17, Homestead Addition, City and County of Midland, Texas (the "Property"), said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein. Said special exception shall allow a reduced minimum lot width in the event that the Zoning District Map of the City of Midland, Texas, is amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

**SECTION TWO.** That said special exception is subject to the following special conditions:

A. That the minimum lot width shall be 50 feet.

B. That said special exception shall be of no force or effect unless and until:

1. the Property is rezoned as described in Section One of this ordinance; and

2. a replat of the Property that satisfies Subsection A above has been approved by the City of Midland and recorded in the official real property records of Midland County, Texas.

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

FIELD NOTE DESCRIPTION OF A 0.32 ACRE TRACT OF LAND, OUT OF THE NORTHWEST HALF OF BLOCK 17, HOMESTEAD ADDITION, , AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 1, PAGE 242, DEED RECORDS OF MIDLAND COUNTY, TEXAS. SAID 0.32 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10697127.95, E:1757977.13) IN THE EAST RIGHT OF WAY OF FORT WORTH AVENUE, AND IN THE SOUTH RIGHT OF WAY LINE OF KANSAS AVENUE FOR THE NORTHWEST CORNER OF THIS TRACT, ALSO BEING THE NORTHWEST BLOCK CORNER OF SAID BLOCK 17;

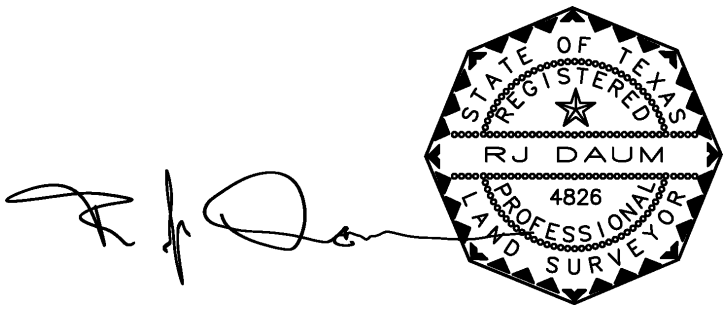
THENCE NORTH 89°32'56" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF SAID KANSAS AVENUE, 140.00 FEET TO A REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 0°27'04" EAST 100.00 FEET TO A REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89°32'56" WEST 140.00 FEET TO A REINF BAR SET IN SAID EAST RIGHT OF WAY LINE OF SAID FORT WORTH AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 0°27'04" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF SAID FORT WORTH AVENUE, 100.00 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.



SCHUMANN
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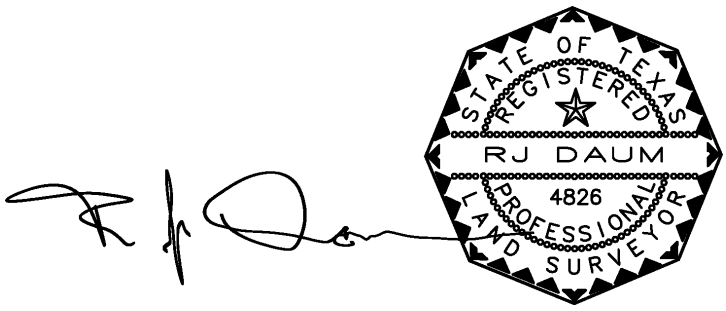
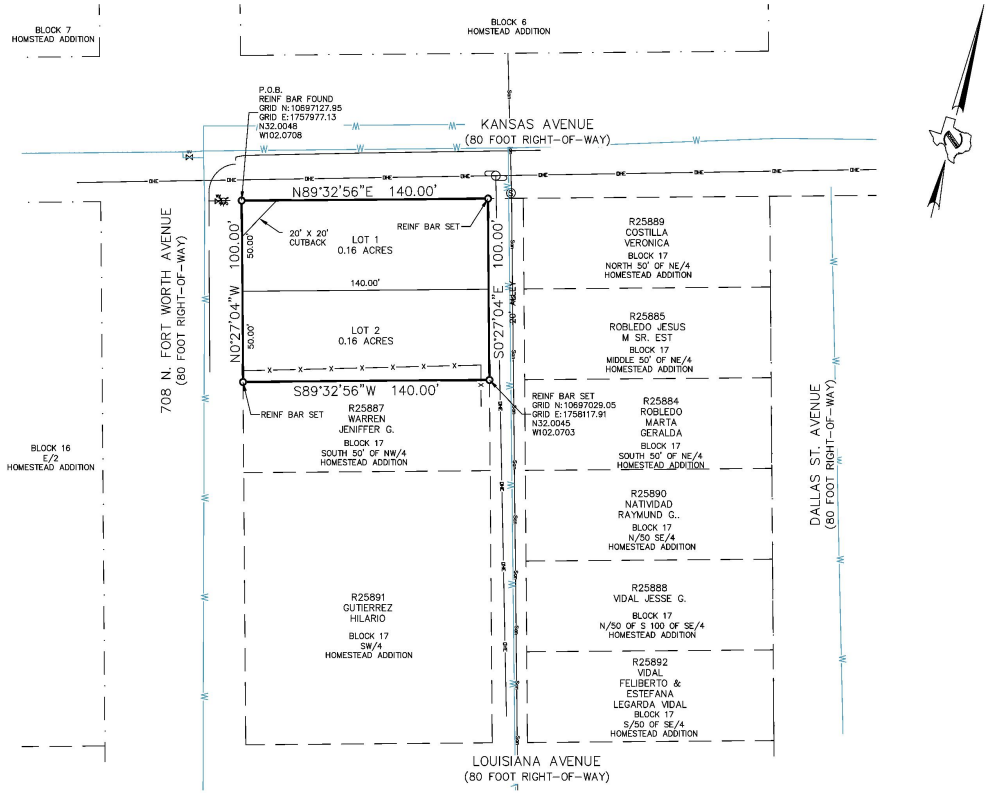


PRELIMINARY

# HOMESTEAD ADDITION, SECTION 21

BEING A REPLAT OF THE NORTHWEST 0.32 ACRES
OF BLOCK 17, HOMESTEAD ADDITION,
AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY,




STATE OF TEXAS §
COUNTY OF MIDLAND §

WHEREAS, WE ARE THE RECORD OWNER(S) OF A TRACT OF LAND SITUATED IN THE NORTHWEST HALF OF BLOCK 17, HOMESTEAD ADDITION, SECTION 21, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 1, PAGE 242, DEED RECORDS OF MIDLAND COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED HEREON.

FIELD NOTE DESCRIPTION OF A 0.32 ACRE TRACT OF LAND, OUT OF THE NORTHWEST HALF OF BLOCK 17, HOMESTEAD ADDITION, , AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 1, PAGE 242, DEED RECORDS OF MIDLAND COUNTY, TEXAS. SAID 0.32 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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THENCE SOUTH 89°32'56" WEST 140.00 FEET TO A REINF BAR SET IN SAID EAST RIGHT OF WAY LINE OF SAID FORT WORTH AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 0°27'04" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF SAID FORT WORTH AVENUE, 100.00 FEET TO THE PLACE OF BEGINNING.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS HOMESTEAD ADDITION, SECTION 21, BLOCK 17, AN ADDITION OF 0.32 ACRES IN MIDLAND COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS ____ DAY OF _____, 2023.

_____
JORGE CHAVEZ,

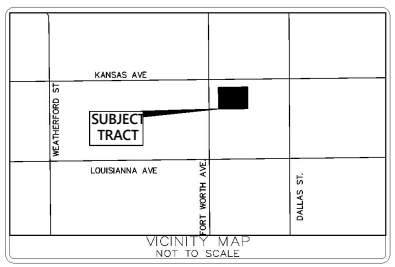
CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE DIRECTOR OF DEVELOPMENT SERVICES:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SUBDIVISION NAME WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS ____ DAY OF _____, 2023.

SIGNED: _____
CHAIRMAN LUCY SISNIEGA

ATTEST: _____
SECRETARY JEFF FISHER




LEGEND:

- MONUMENT AS DESCRIBED
- PROPERTY LINE
- ADJOINING PROPERTIES
- SECTION LINE
- UTILITY EASEMENT
- FENCE LINE
- OVERHEAD ELECTRIC
- UTILITY POLE
- FIRE HYDRANT
- WATER VALVE
- WATER LINE
- SEWER LINE

NOTES:

1. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

2. MONUMENTS ARE A 1/2 INCH REINFORCING BAR SET WITH YELLOW PLASTIC CAP STAMPED "SCHUMANN ENGINEERING" UNLESS OTHERWISE NOTED.

3. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

4. 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.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASE OF FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.

6. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) ANY LOT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

7. REPRESENTATION OF FLOODPLAIN BOUNDARIES ARE APPROXIMATE AND FOR ILLUSTRATIVE PURPOSES ONLY. ANY DEVELOPMENT WITHIN FLOODPLAIN AREAS WILL REQUIRE A FLOODPLAIN DEVELOPMENT PERMIT FROM THE CITY OF MIDLAND FLOODPLAIN ADMINISTRATOR. PROPERTY ACCORDING TO FEMA FLOOD PLAIN MAPS IS IN PANEL 48329C0089F, SEPTEMBER 16, 2005. THIS PROPERTY IS IN ZONE "X" UNSHADED.

8. ANY PERSON WHO DESIRES TO ERECT A NEW STRUCTURE OR REBUILD, REPLACE OR ENLARGE AN EXISTING STRUCTURE, ESTABLISH A NEW USE OR SUBSTANTIALLY CHANGE AN EXISTING USE IN THE AOZ-4 MUST APPLY FOR AND RECEIVE A PERMIT. A PERMIT SHALL BE GRANTED UNLESS THE NEW STRUCTURE OR THE NEW USE WOULD BE A HEIGHT HAZARD OR A PROHIBITED LAND USE AS SET FORTH IN SECTIONS 11-11-8, 11-11-9, AND TABLE 1 OF THIS CHAPTER OR WOULD OTHERWISE VIOLATE THIS CHAPTER. APPLICATIONS FOR PERMITS SHALL BE SUBMITTED TO AND ISSUED BY THE CITY OF MIDLAND BUILDING OFFICIAL.

OWNER(S):

JORGE CHAVEZ

THAT I, RJ DAUM, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.

"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."

_____
RJ DAUM
TEXAS RPLS 4826

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET ____
DATE _____ PAGE _____

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

SIGNED: _____
ONCOR ELECTRIC DELIVER COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
OPTIMUM COMMUNICATIONS

SIGNED: _____
ASTOUND COMMUNICATIONS

GRAPHIC SCALE
0 50 100
(1 INCH = 50' FEET)

| NO. | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 06/08/2023 | PRELIMINARY | JG |

DRAWN BY: JG DATE: 04/17/2023
CHECKED BY: ED/RJ PROJECT NO.: 79305
JOB NO.: 79,305 SHEET: 1 OF 1

SCHUMANN
A PLS GROUP COMPANY
LAND SURVEYING
TEXAS FIRM No. 10149500
800 N. MARIENFELD STREET
SUITE 100
MIDLAND, TEXAS 79701
Office (432) 684-5548

PACKET 17.10 September 26, 2023



HOMESTEAD ADDITION, SECTION 21

MIDLAND
Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Property Owner** Printed Name: JORGE CHAVEZ | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Representative** *(if different from Applicant or Property Owner)* Firm: SCHUMANN SURVEYING, INC. Printed Name: ED ALEMAN | | Phone ( 432 ) 684-5548 Email EALEMAN@SCHUMANNONLINE.NET | |
|---|---|---|---|
| Address 800 N. MARIENFELD | City MIDLAND | State TX | Zip 79701 |

**Street Address:** 708 N. FORT WORTH AVENUE

**Legal Description**
Lot: Block: 17 Subdivision: HOMESTEAD ADDITION, SECTION 21

**Current Zoning:** "C" COMMERCIAL

**Proposed Zone:** SINGLE FAMILY RESIDENTIAL, LOT 1 & LOT 2
*(List by tracts if more than one district is requested)*

**Reason for Zone Change Request:** To build house

**Present Use of Property:** VACANT

**Proposed Use of Property:** Residential

**How would this zone change affect the public health, safety and welfare?** _____

**Describe how conditions affecting the property have changed since present zoning designation:** _____

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): Jorge Chavez | Date: 6-15-23 |
| Property Owner (printed) : Jorge Chavez | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jorge Chavez, 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.

Edwardo J Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 15th day of June, 2023 to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

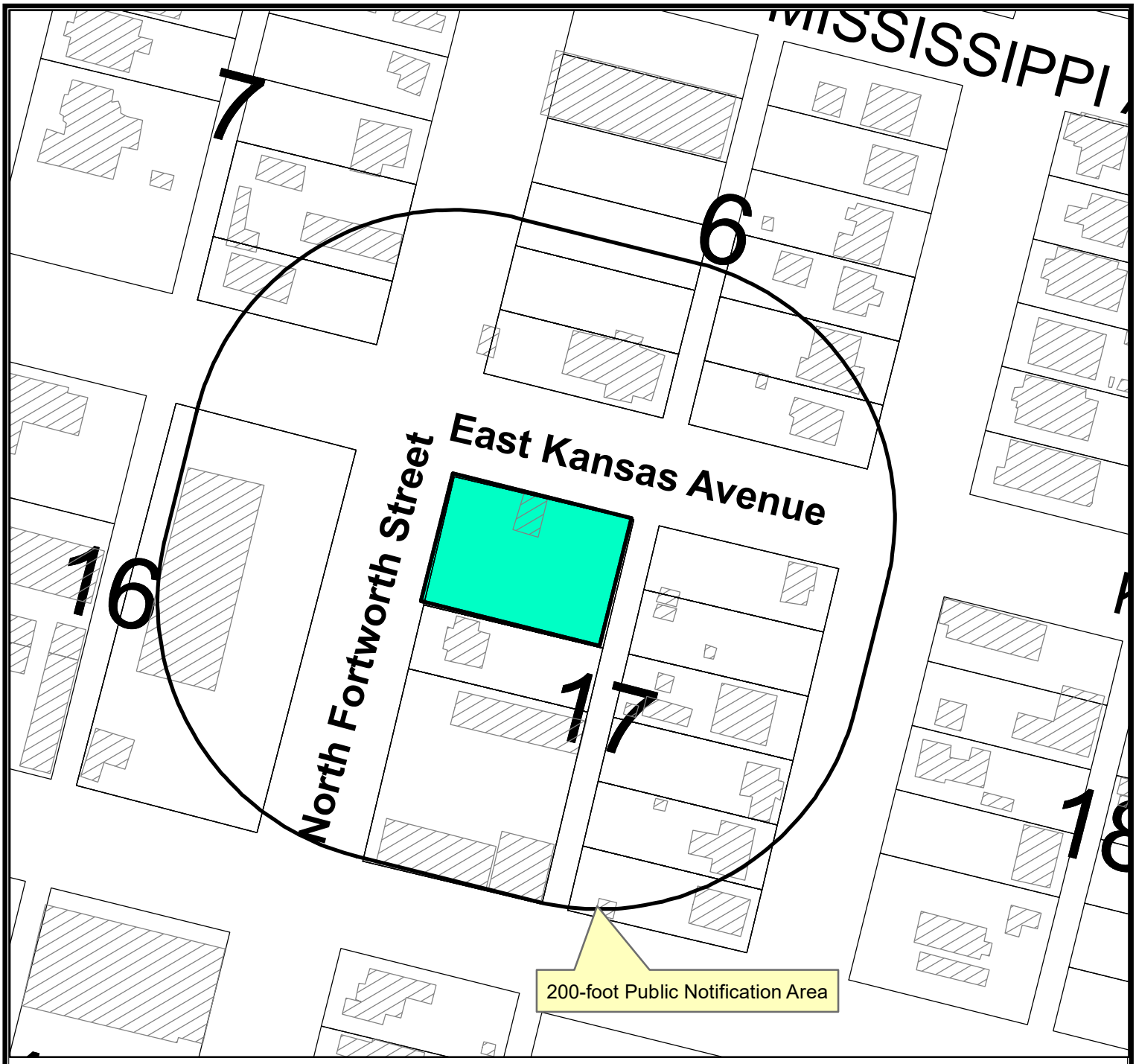
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 2039
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

Received By: Lorraine Rodriguez Date: JUL 24 2023

BY: .....



****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

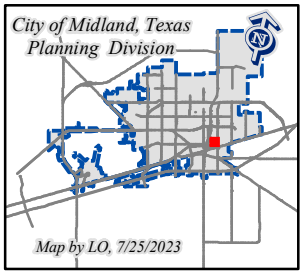
**E-23-0101** **Scale: 1" = 1,1303'**

A request by Jorge Chavez for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 – Residential Zoning District Dimensional Regulations Chart, concerning the minimum lot width for a corner lot on 0.321-acres out of the northwest quarter of Block 17, Homestead Addition, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of North Fort Worth Street and East Kansas Avenue. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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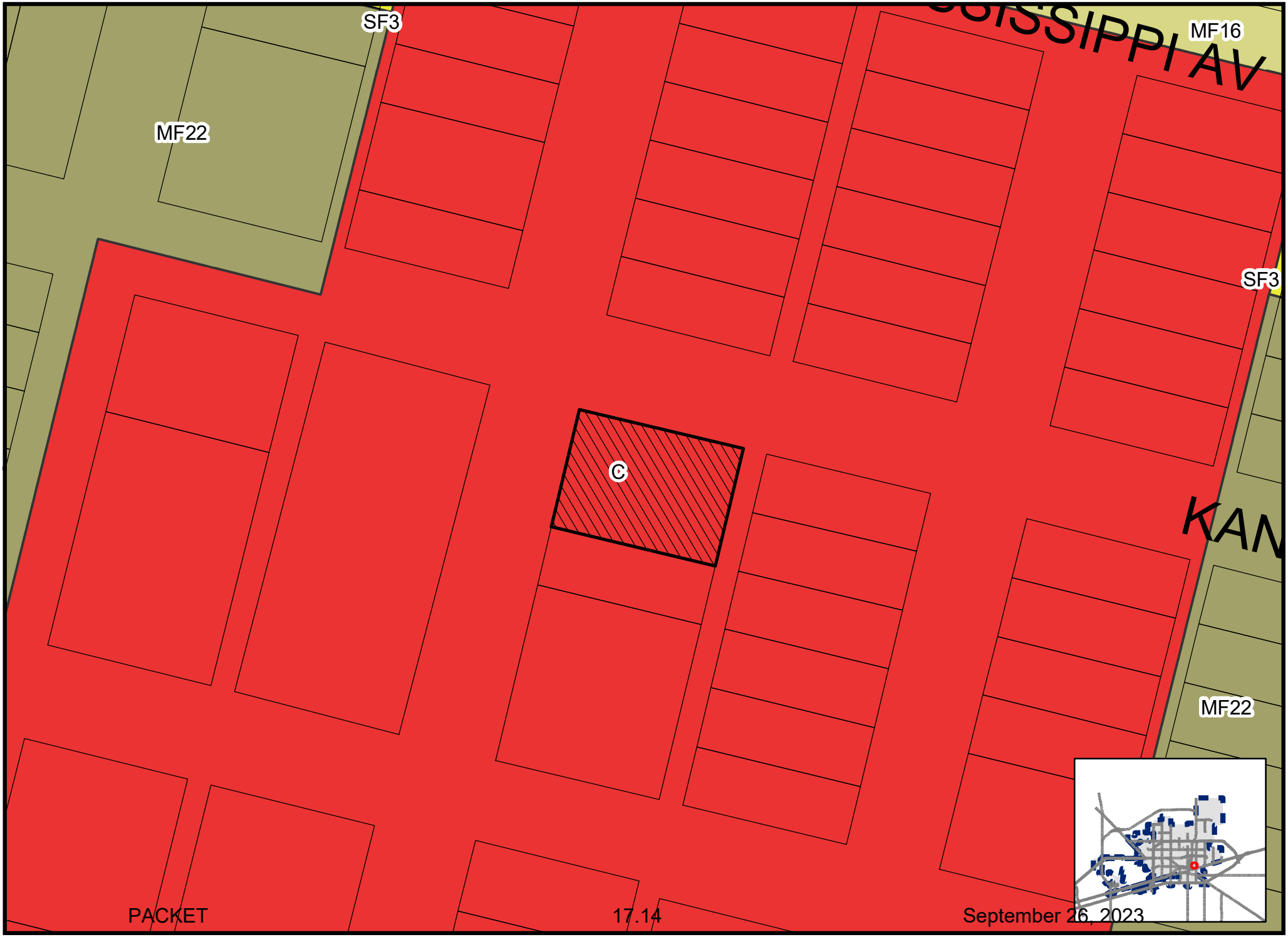
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By LO, 7/25/2023*

**E-23-0101**

**Scale: 1" = 1,200'**

# ZONING MAP

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PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FROM
TO
FOR MORE INFORMATION
CALL 685-7400

# City Council Meeting

**Item Number:** 18

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant is requesting a zone change from C, Commercial to SF-3, Single-Family Dwelling District to allow the property to be used for the construction of houses.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

This request has no significant impact on the City's budget.

**Current Zoning:**

C, Commercial District.

**Surrounding Zoning and Land Use:**

The properties to the north, east, and south are zoned C, Commercial, and the location of residential uses. The property to the west is zoned C, Commercial, and the location of residential uses. The property to the west is zoned C, Commercial, and the location of a non-residential building.

**Analysis:**

The applicant is requesting this zone change to construct single-family homes. The previous zoning ordinance allowed single-family homes to be constructed in commercial zoning districts. As of July 1, 2019, the updated zoning ordinance does not allow the use of single-family homes within C, Commercial District. Based on the current residential uses in this neighborhood the zone change to SF-3, Single-Family Dwelling District-3 is compatible with the existing land uses.

The applicant has submitted a preliminary plat for the property to be replatted into two lots and for an exception to allow the corner lot with a minimum 50-foot lot width instead of the required 55 feet. The SF-3, Single-Family-3 Dwelling District zoning and special exception will allow the two single-family homes to be built on the lots. On August 7, 2023, the Planning and Zoning Commission recommended the motion for approval fail by a 2-2 vote.

The Preliminary Plat was approved with conditions at the August 21, 2023, Planning and Zoning Commission meeting.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objection.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Engineering: (Approved)**

No objections to zone change. [For Applicant's Information Only.]

**Code: (Approved)**

No Oil and Gas Issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only. No objection to zone change. [For the Applicant's information only].

**Planning:**

The Tall City Tomorrow Comprehensive Plan, Chapter 4 - Housing & Neighborhoods, Goals 3 and 4 encourages infill developments to provide affordable and diverse housing options for all income levels. This request is consistent with the referenced goals.

Staff recommends approval of this zone change from C, Commercial, to SF-3, Single-Family Dwelling District, subject to condition A.

**Condition:**

A. **That the use and development of this property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

**Letters of Objection:**

As of August 31, 2023, staff has received no letters of objection for this request.

**Attachments:**

Metes and Bounds (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 0.32-ACRE TRACT OF LAND, BEING THE NORTH 100 FEET OF THE NORTHWEST QUARTER OF BLOCK 17, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF NORTH FORT WORTH STREET AND EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION**

**WHEREAS**, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 0.32-acre tract of land, being the north 100 feet of the northwest quarter of Block 17, Homestead Addition, 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 SF-3, Single-Family Dwelling 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 C, Commercial District to SF-3, Single-Family Dwelling 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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# EXHIBIT "A"

SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

FIELD NOTE DESCRIPTION OF A 0.32 ACRE TRACT OF LAND, OUT OF THE NORTHWEST HALF OF BLOCK 17, HOMESTEAD ADDITION, , AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 1, PAGE 242, DEED RECORDS OF MIDLAND COUNTY, TEXAS. SAID 0.32 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10697127.95, E:1757977.13) IN THE EAST RIGHT OF WAY OF FORT WORTH AVENUE, AND IN THE SOUTH RIGHT OF WAY LINE OF KANSAS AVENUE FOR THE NORTHWEST CORNER OF THIS TRACT, ALSO BEING THE NORTHWEST BLOCK CORNER OF SAID BLOCK 17;

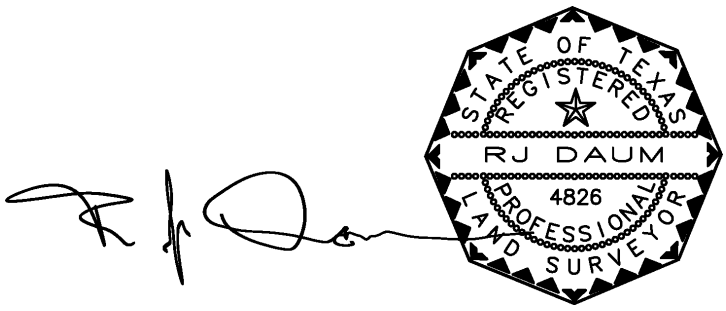
THENCE NORTH 89°32'56" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF SAID KANSAS AVENUE, 140.00 FEET TO A REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 0°27'04" EAST 100.00 FEET TO A REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 89°32'56" WEST 140.00 FEET TO A REINF BAR SET IN SAID EAST RIGHT OF WAY LINE OF SAID FORT WORTH AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 0°27'04" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF SAID FORT WORTH AVENUE, 100.00 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.



SCHUMANN
SURVEYING, INC.
A LATERAL LAND COMPANY

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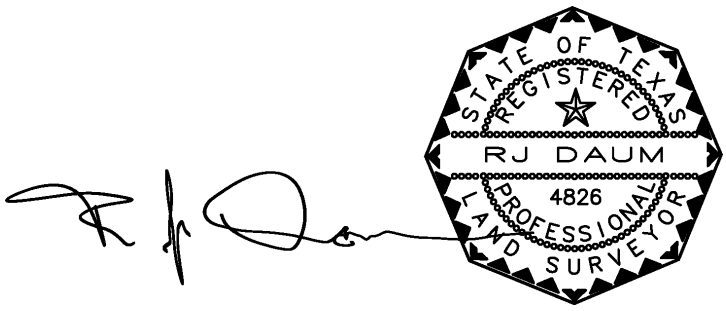
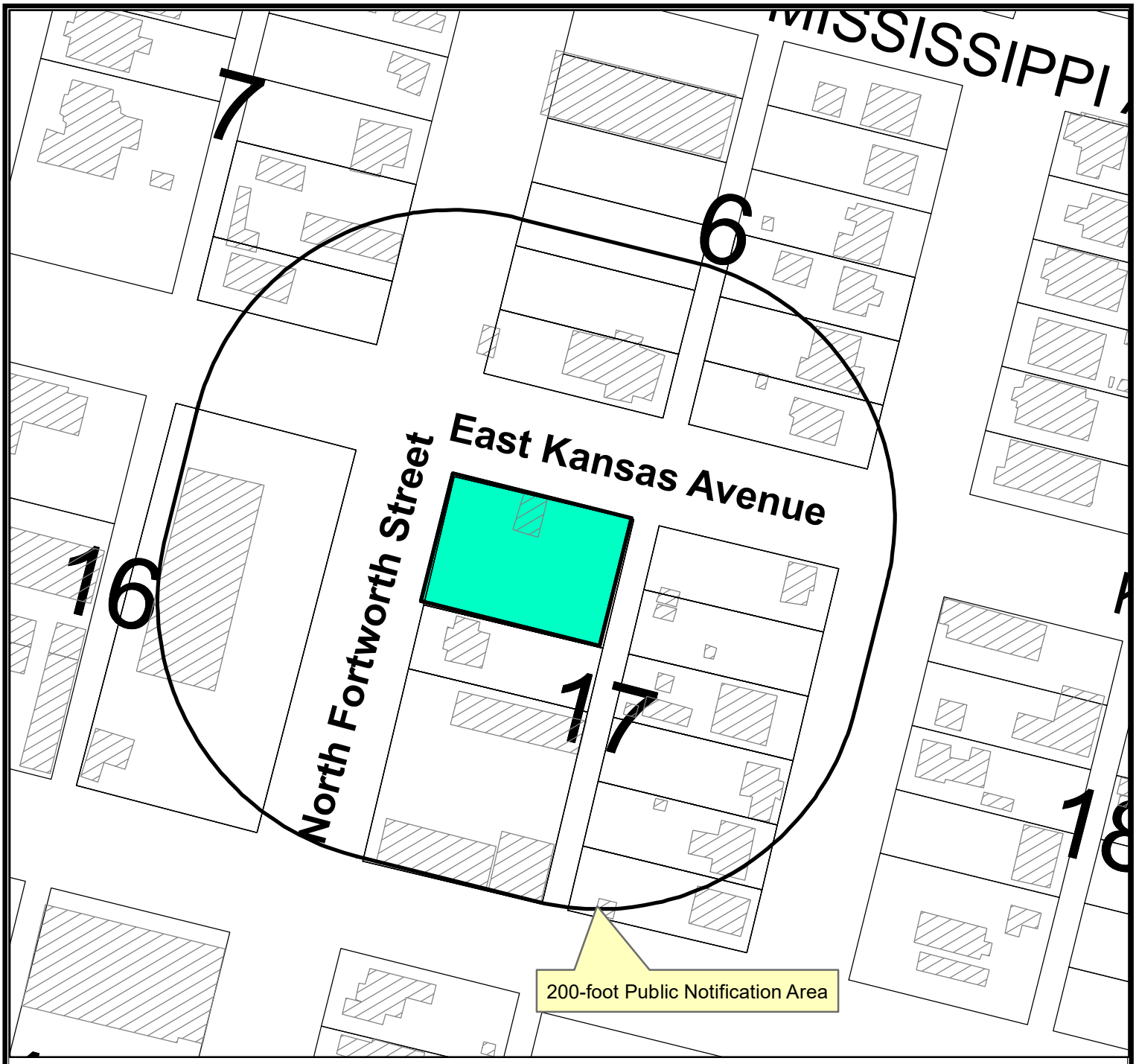
BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.






# LOCATION MAP

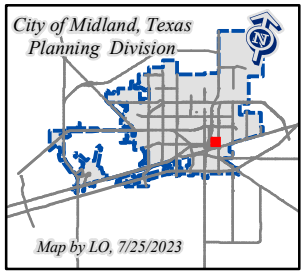
**Z-23-0337** **Scale: 1" = 1,1303'**

A request by Schumann Engineering for a zone change from, C, Commercial District to SF-3, Single-Family Dwelling District out of a 0.321-acre tract of land, being the north 100 feet of the northwest quarter, Block 17, Homestead Addition, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of North Fort Worth Street and East Kansas Avenue. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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

MIDLAND
Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: _____

Case Number: Z-23-0337

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Property Owner** Printed Name: JORGE CHAVEZ | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Representative** *(if different from Applicant or Property Owner)* Firm: SCHUMANN SURVEYING, INC. Printed Name: ED ALEMAN | | Phone ( 432 ) 684-5548 Email EALEMAN@SCHUMANNONLINE.NET | |
|---|---|---|---|
| Address 800 N. MARIENFELD | City MIDLAND | State TX | Zip 79701 |

**Street Address:** 708 N. FORT WORTH AVENUE

**Legal Description**
Lot: Block: 17 Subdivision: HOMESTEAD ADDITION, SECTION 21

| **Current Zoning:** "C" COMMERCIAL | **Proposed Zone:** SINGLE FAMILY RESIDENTIAL, LOT 1 & LOT 2 *(List by tracts if more than one district is requested)* |
|---|---|

**Reason for Zone Change Request:** To build house

**Present Use of Property:** VACANT

**Proposed Use of Property:** Residential

**How would this zone change affect the public health, safety and welfare?** _____

**Describe how conditions affecting the property have changed since present zoning designation:** _____

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): Jorge Chavez | Date: 6-15-23 |
| Property Owner (printed): Jorge Chavez | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Jorge Chavez, 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.

Edwardo J Alemans
Authorized Agent (signature)

Subscribed and sworn to before me, this 15th day of June, 2023 to certify which witness my hand and seal of office.

HL

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

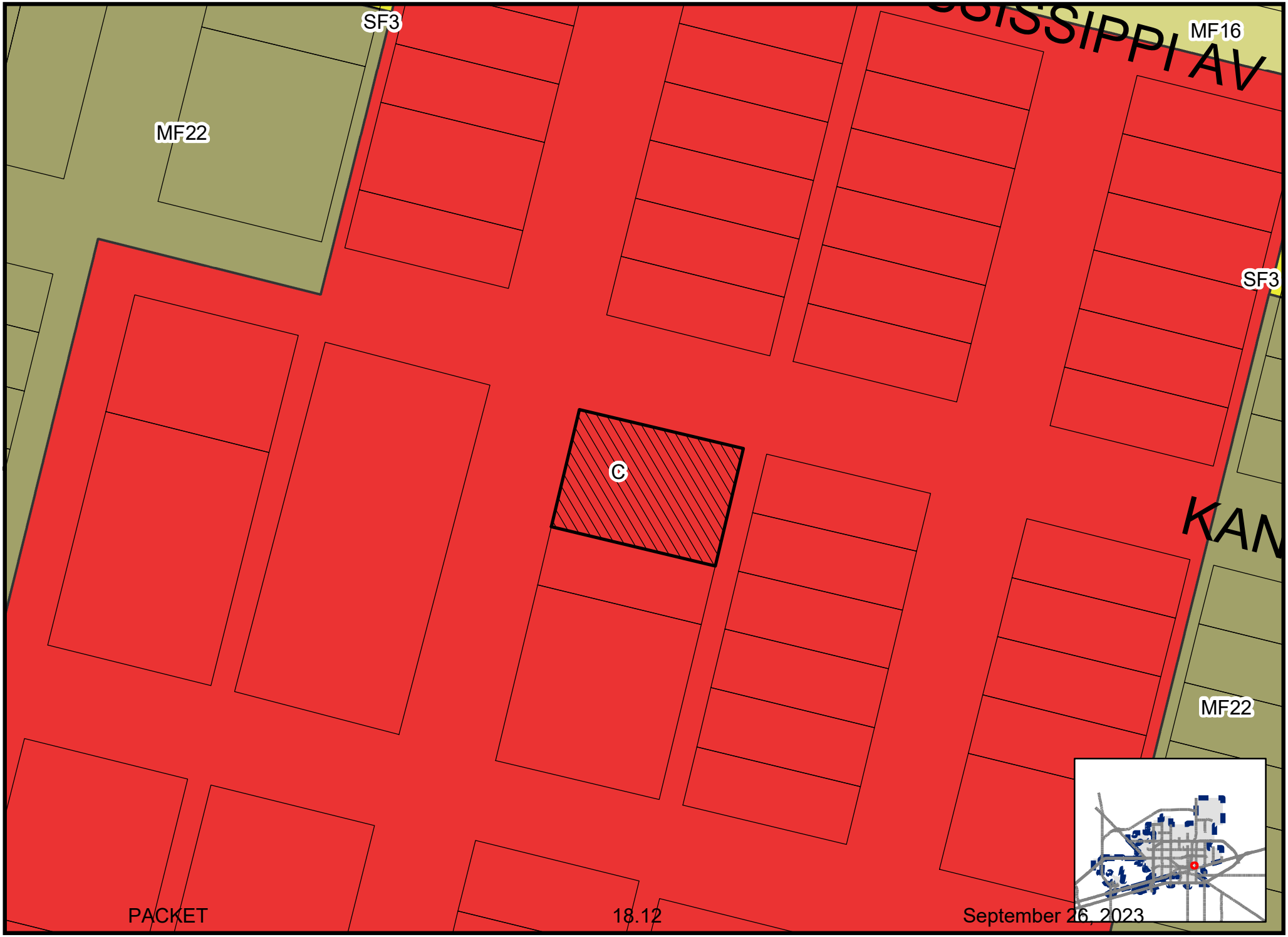
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☐ Plans in Digital Format (PDF/JPEG) |
| Check # 2039 | |
| Received By: London Cloa | Date: JUL 10 2023 |
| | BY: ..... |



****Application will not be considered for scheduling until reviewed by a planner.****




*Map By LO, 7/25/2023*

**Z-23-0337**

**Scale: 1" = 1,200'**

# ZONING MAP

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PUBLIC NOTICE
PLANNING & ZONING HEARING
CITY HALL CHAMBERS
FROM
TO:
FOR MORE INFORMATION
CALL 685-7400

# City Council Meeting

**Item Number:** 19

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 2, BLOCK 3, MELODY ACRES, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TANFORAN AVENUE, APPROXIMATELY 200 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 4) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Shane Huffman, is requesting a Special Exception from the City of Midland Zoning Ordinance, *Section 5.04 - Residential District Dimensional Regulations Chart,* to allow the creation of two lots with reduced minimum lot areas of 1.847-acres instead of the required 2.0 acre minimum in the AE, Agricultural Estate District.

**Recommended City Council Action:**

Deny

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The AE, Agricultural Estate District requires a minimum lot area of 2 acres (87,120 square feet). An exception is required because the proposed lots will be less than the required acreage.

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

**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 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Engineering: (Approved)**

No objections. [For the Applicant's information only.]

**Code Compliance: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

No objections. [For the Applicant's information only.]

**Planning (Denied):**

The properties along Tanforan Avenue were annexed into the city in 1980 and the subject property was platted as one 3.7-acre lot in 1987 as part of Melody Acres, Fourth Section in compliance with the AE, Agricultural Estate Zoning District minimum 2.0-acre lot area requirement. The adjacent lot to the east which contains a single-family home is 2.0 acres in size, also in compliance. There is no hardship for the proposed request, as the lots were legally platted with the minimum lot sizes. The AE, Agricultural Estate District is intended for minimum of 2.0-acre sized lots.

Staff is recommending denial of this special exception, however, should it be approved, staff recommends that it be subject to condition A.

**Condition:**

**A. That each lot shall have a minimum lot area of 1.847 acres.**

**Letters of Objection:**

Staff has not received any letters of objection as of August 31, 2023.

**Attachments:**

Proposed Plat (Exhibit A)
Metes & Bounds (Exhibit B)
Application
Maps

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 2, BLOCK 3, MELODY ACRES, SECTION 4, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF TANFORAN AVENUE, APPROXIMATELY 200 FEET EAST OF ORIOLE DRIVE), BY PERMITTING A REDUCED MINIMUM LOT AREA; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION**

**WHEREAS**, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

**WHEREAS,** Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

**WHEREAS,** the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

**WHEREAS,** the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

**WHEREAS**, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

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

**SECTION ONE.** That a special exception is hereby granted for the property described as Lot 2, Block 3, Melody Acres, Section 4, City and County of Midland, Texas. Said special exception shall allow a reduced minimum lot area.

**SECTION TWO.** Said special exception is subject to the following special conditions:

> That the minimum lot area of any lot on the Property that is zoned AE, Agricultural Estate District shall be 1.847 acres.

**SECTION THREE.** The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

**SECTION FOUR.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION FIVE.** The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

**SECTION SIX.** The City Secretary is hereby authorized and directed to file this ordinance with the Office of the County Clerk for purposes of recordation.

**SECTION SEVEN.** The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

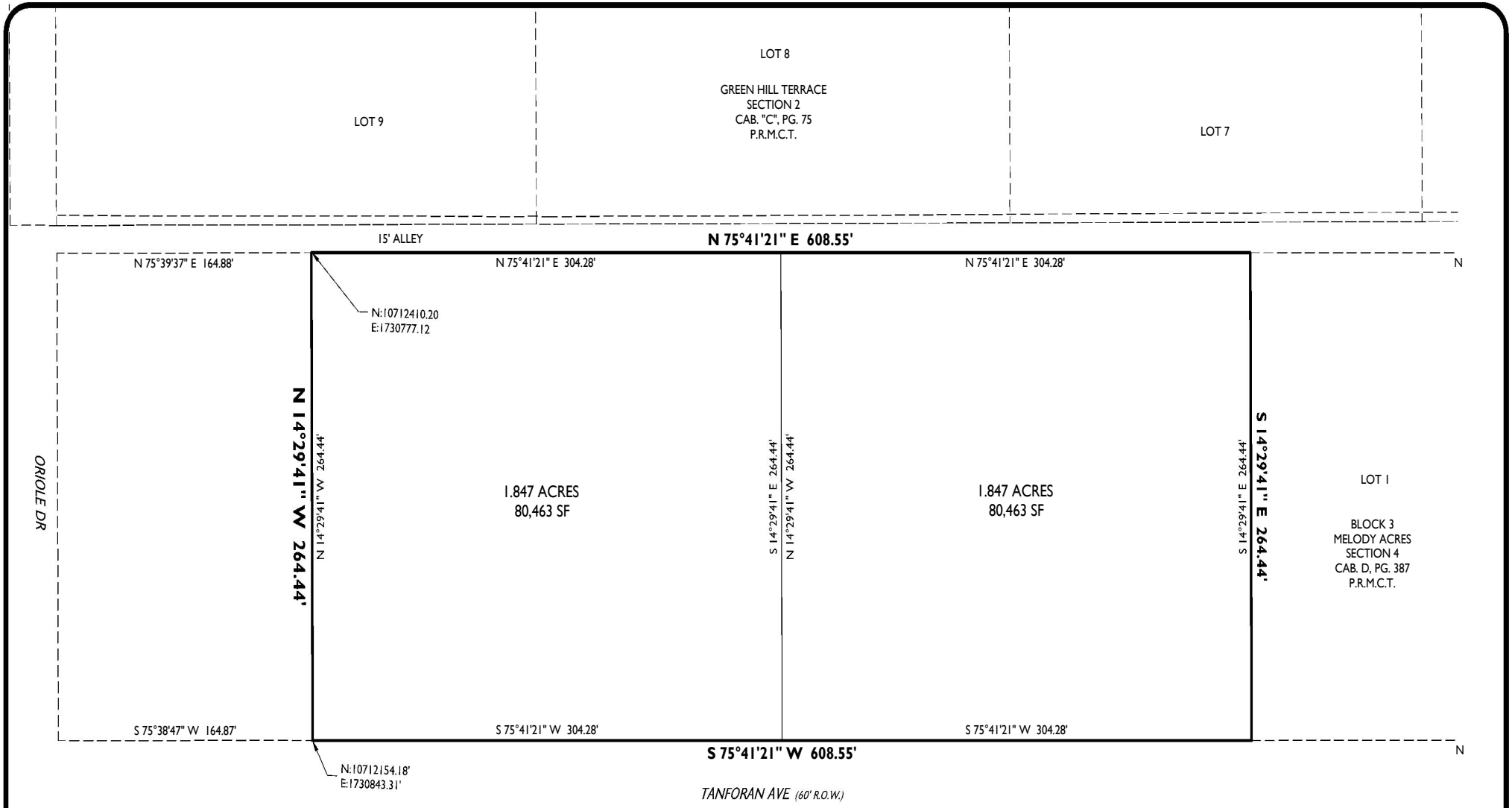
APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney





**MAVERICK**
CIVIL ENGINEERING / LAND SURVEYING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


| JOB NO.: | FIELD WORK: | DRAWN BY: | REV 1: | REV 2: |
|---|---|---|---|---|
| 230132 | - | AD | | |

## LEGEND

DENOTES BOUNDARY LINE

DENOTES EXISTING PROPERTY LINES

0' 60' 120'

ORIGINAL SCALE: 1" = 60'

# EXHIBIT A

*BEING A 3.69 ACRE TRACT OF LAND, BEING LOT 2, BLOCK 3, MELODY ACRES, FOURTH SECTION (SECTION 4), AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS AS SHOWN ON A PLAT RECORDED AS DOCUMENT NUMBER 7257 IN PLAT CABINET D ON PAGE 387 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, TEXAS*

MAVERICK
ENGINEERING • SURVEY • WATER RESOURCES
1909 West Wall Street, Suite K • Midland, TX 79701
Tel: 432.262.0999 • Fax: 432.262.0989 • maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #:10194514

**STATE OF TEXAS** §

**COUNTY OF MIDLAND** §

## FIELD NOTE DESCRIPTION OF LOT 2, BLOCK 3, FOURTH SECTION, MELODY ACRES

**FIELD NOTE DESCRIPTION OF A 3.69 ACRE TRACT OF LAND, BEING LOT 2, BLOCK 3, MELODY ACRES, FOURTH SECTION (SECTION 4), AN ADDITION TO THE CITY AND COUNTY OF MIDLAND , TEXAS, AS SHOWN ON A PLAT RECORDED AS DOCUMENT NUMBER 7257 IN PLAT CABINET D ON PAGE 387 OF THE PLAT RECORDS OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**BEGINNING** AT N.(y):10712410.20, E.(x):1730777.12, A ONE HALF INCH IRON ROD FOUND AND ACCEPTED AS BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 3, MELODY ACRES, SECTION 16, AS SHOWN ON A PLAT RECORDED AS DOCUMENT NUMBER 2023-5355, IN PLAT CABINET M ON PAGE 195 OF SAID PLAT RECORDS FOR THE NORTHWEST CORNER HEREOF;

**THENCE** N.75°41'21"E., ALONG THE SOUTH LINE OF A CALLED 15 FOOT ALLEY, 608.55 FEET TO A POINT WITHIN A FENCE CORNER, BEING THE NORTHWEST CORNER OF LOT 1 OF THIS BLOCK FOR THE NORTHEAST CORNER HEREOF;

**THENCE** S.14°29'41"E., ALONG THE WEST LINE OF SAID LOT 1, 264.44 FEET TO A POINT WITHIN A FENCE CORNER, BEING ON THE NORTH RIGHT-OF-WAY LINE OF TANFORAN AVENUE, AS RECORDED IN VOLUME 469 ON PAGE 269 OF THE DEED RECORDS OF SAID MIDLAND COUNTY FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°41'21"W., ALONG SAID TANFORAN AVENUE, 608.55 FEET TO A THREE EIGHTHS INCH IRON ROD FOUND AND ACCEPTED AS THE SOUTHEAST CORNER OF SAID LOT 4 FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°29'41"W., ALONG THE EAST LINE OF SAID LOT 4, 264.44 FEET TO THE **POINT OF BEGINNING**, CONTAINING 160925 SQUARE FEET OR 3.69 ACRES OF LAND.

August 1, 2023

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

MIDLAND
Planning Division

# Special Exception Application

Project Number: _____

Case Number: E.23.0103

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: See Owner | | Phone ( ) Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Property Owner** Printed Name: Shane Huffman | | Phone ( ) Email | |
|---|---|---|---|
| Address 4709 Woodbar Court | City Midland | State TX | Zip 79707 |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Andrew Mellen | | Phone ( 432 ) 262-0999 Email amellen@maverick-eng.com | |
|---|---|---|---|
| Address 1909 W Wall St Ste K | City Midland | State TX | Zip 79701 |

**Street Address:** 4416 Tanforan Avenue, Midland, TX

**Legal Description**
Lot: 2 Block: 3 Subdivision: Melody Acres, Section 4 (also see attached Metes & Bounds)

**Current Zoning:** AE Agricultural Estates

**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:** Applicant is seeking to re-plat the existing Lot 2, (approximately 3.7 acres total) into two lots less than the 2-acre minimum required by existing zoning. Other area non-conforming lots exist within this subdivision.

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing:
  - Parking
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

| Signatures | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): Shane Hoffman | Date: 7/24/23 |
| Property Owner (printed): Shane Hoffman | |

*The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Shane Hoffman, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen Jr.
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of July, 2023, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

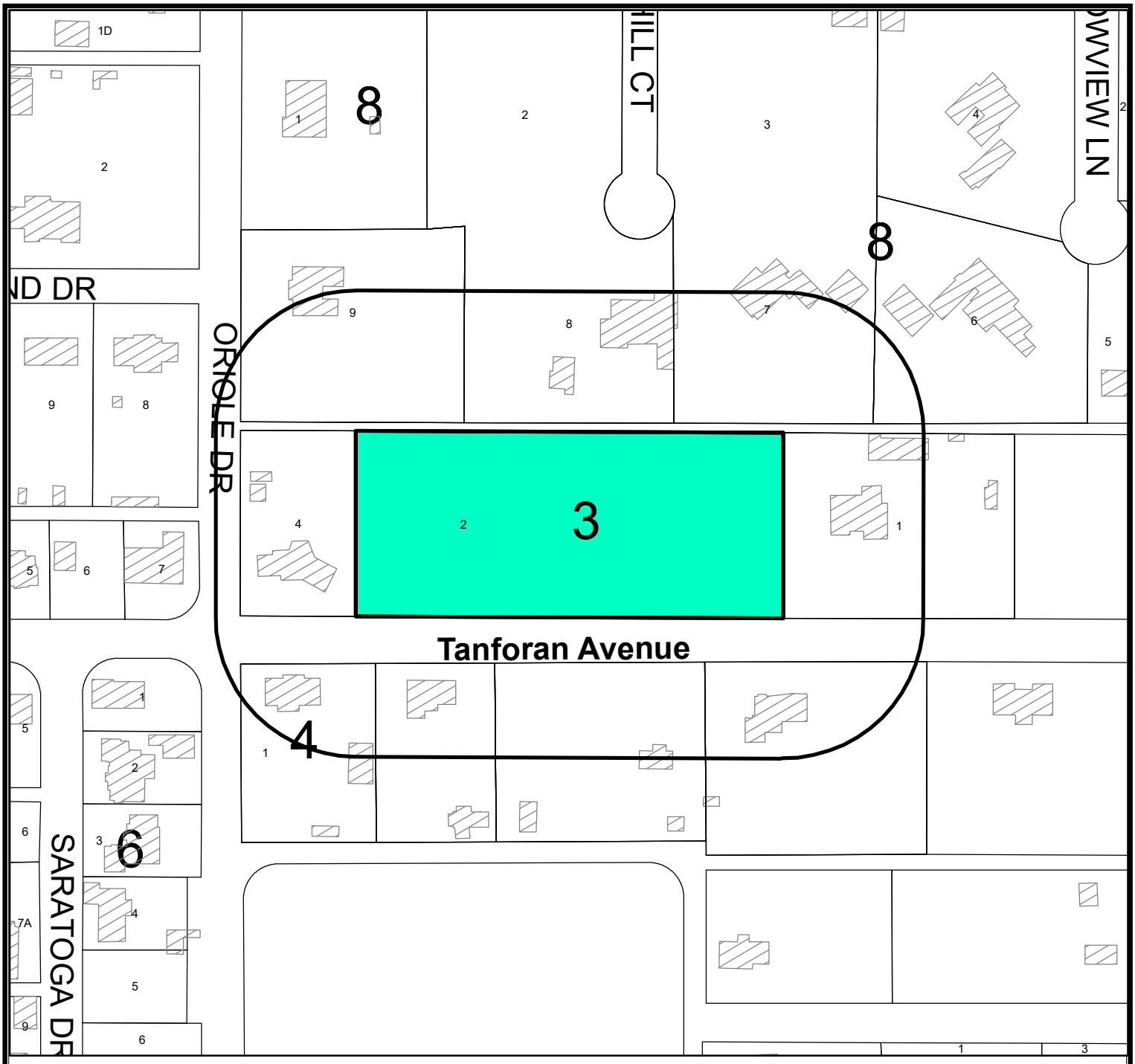
**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☑ Application Fee | ☑ Plans in Digital Format (PDF/JPEG) |
| Check # 4369 | |
| Received By: Landon Cross | Date: JUL 24 2023 |

BY: .....



**Application will not be considered for scheduling until reviewed by a planner.




# LOCATION MAP

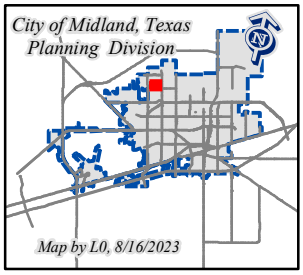
**E-23-0103** **Scale: 1" = 2,442'**

A request by Maverick Engineering for a Special Exception from the City of Midland Zoning Ordinance, Section 5.04 - Residential District Dimensional Regulations Chart, for a reduced minimum lot area on Lot 2, Block 3, Melody Acres, Section 4, City of and County of Midland, Texas.

Genrally located on the north side of Tanforan Avenue approximately 200-feet east of Oriole Drive. (Council District 4)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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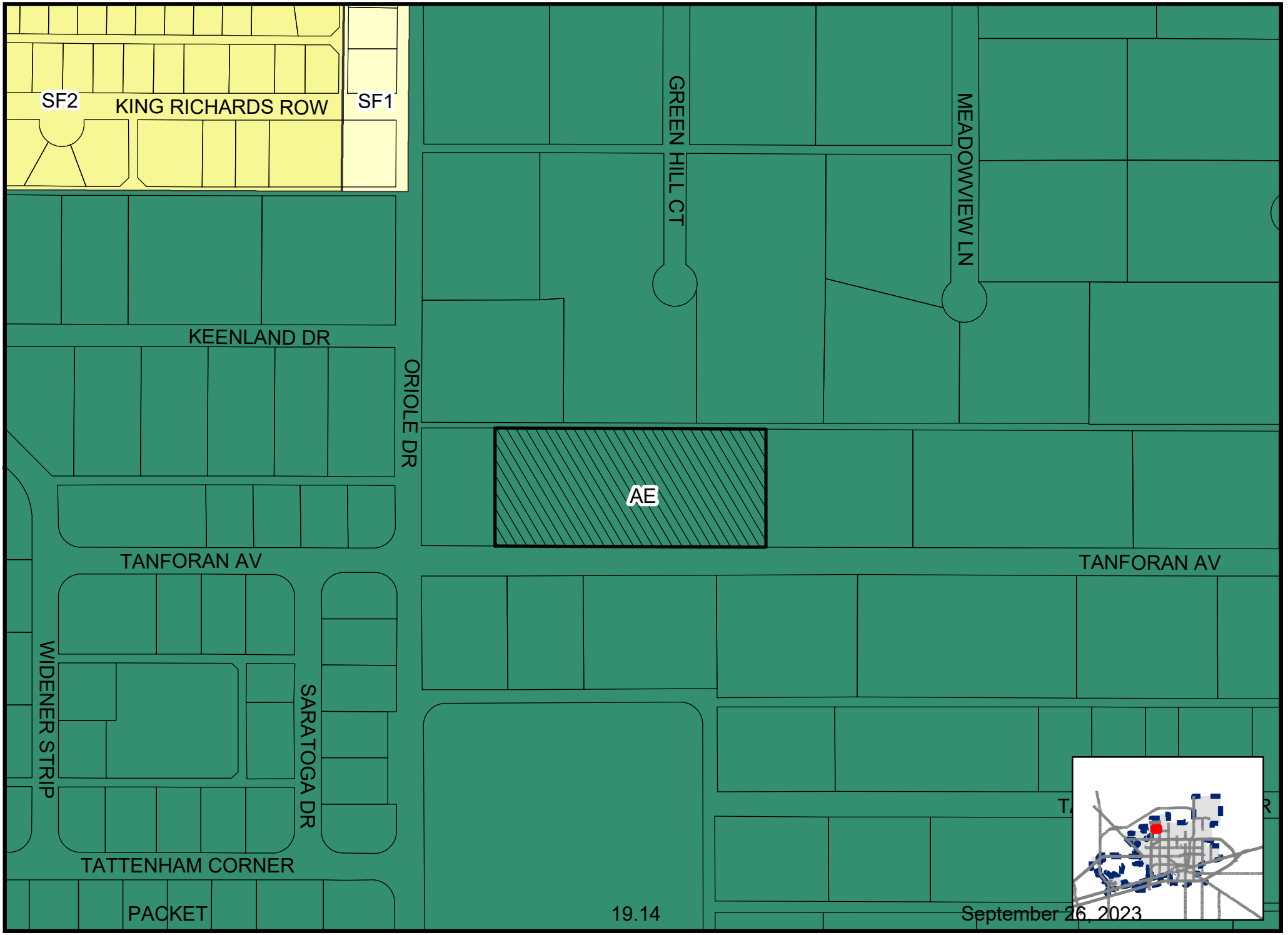


*Map By LO, 8/30/2023*

**E-23-0103**

**Scale: 1" = 3,233'**

# ZONING MAP

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# City Council Meeting

**Item Number:** 20

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR BLOCKS 202 AND 203, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH COLORADO STREET AND WEST DAKOTA AVENUE), BY PERMITTING A REDUCED MINIMUM SEPARATION OF ACCESSORY BUILDINGS FROM THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, South Elementary School, is requesting a Special Exception from the City of Midland Zoning Ordinance, to allow shade structures to be separated two feet from the school instead of the required 10 feet.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The property is located at 200 West Dakota Avenue and the location of South Elementary School. The shade structures as shown on Exhibit A are four proposed shade structures that will

be located on the south side of the school. However, there will only be a 2-foot separation between the school and shade structures instead of the required 10-feet.

Per our City of Midland Zoning Ordinance, *Section 4.09 – Accessory Buildings and Uses, concerning the minimum separation from a principal building and accessory buildings:*

> *B. Accessory Buildings and Use Limitations*
>
> *3. Any Accessory Building that is not a part of the principal building shall be separated from the principal building by a minimum of 10 feet.*

This request has been circulated to all pertinent City departments for review. Below are the departments' comments.

**Fire: (Approved)**

No objections.

**Building: (Approved)**

No issues.

**Engineering: (Approved)**

No objection. [For the Applicant's information only.]

**Code: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

No objection. [For the Applicant's information only.]

**Planning (Approved):**

Granting this exception would allow the structures to be placed closer to the school where the students would be waiting.

Staff is recommends approval of this special exception subject to condition A.

**Condition:**

**A. That the Property shall significantly conform to the site plan shown in Exhibit "A" and maintain a minimum of two (2) feet of separation between the proposed shade structures and the principal building.**

**Letters of Objection:**

Staff has not received any letters of objection as of August 31, 2023.

**Attachments:**

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR BLOCKS 202 AND 203, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH COLORADO STREET AND WEST DAKOTA AVENUE), BY PERMITTING A REDUCED MINIMUM SEPARATION OF ACCESSORY BUILDINGS FROM THE PRINCIPAL BUILDING; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION**

**WHEREAS**, the City Council modified the authority of the Board of Adjustment in Title XI, Chapter 1, Section 7 ("Section 11-1-7") of the Midland City Code; and

**WHEREAS,** Section 11-1-7 provides for the consideration of requests for special exceptions to the Midland Zoning Ordinance; and

**WHEREAS,** the Council finds that satisfactory evidence has been presented that the use to be authorized by the granting of the special exception will not be detrimental to the health, safety, comfort and welfare of the occupants of the land area near the tract on which the use to be allowed by special exception will be located; and

**WHEREAS,** the Council finds that it is clearly and specifically authorized by the terms of Section 11-1-7 to grant such a special exception, and said exception will be in harmony with the general purposes and intent of the zoning provisions of the Midland City Code; and

**WHEREAS**, after a full and fair public hearing at which all parties in interest were offered an opportunity to be heard, all pursuant to law, the Council finds it to be in the public interest to grant a special exception to the Zoning Ordinance, pursuant to Section 11-1-7, for the purposes herein stated, subject to special conditions;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**

**CITY OF MIDLAND, TEXAS:**

**SECTION ONE.** That a special exception is hereby granted for the property described as Blocks 202 and 203, Southern Addition, City and County of Midland, Texas. Said special exception shall allow a reduced minimum separation of accessory buildings from the principal building.

**SECTION TWO.** Said special exception is subject to the following special conditions:

A. That the minimum building separation between the shade structures and the principal building shall be two feet (2') as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That said special exception shall not apply to accessory buildings other than the shade structures shown in Exhibit "A".

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

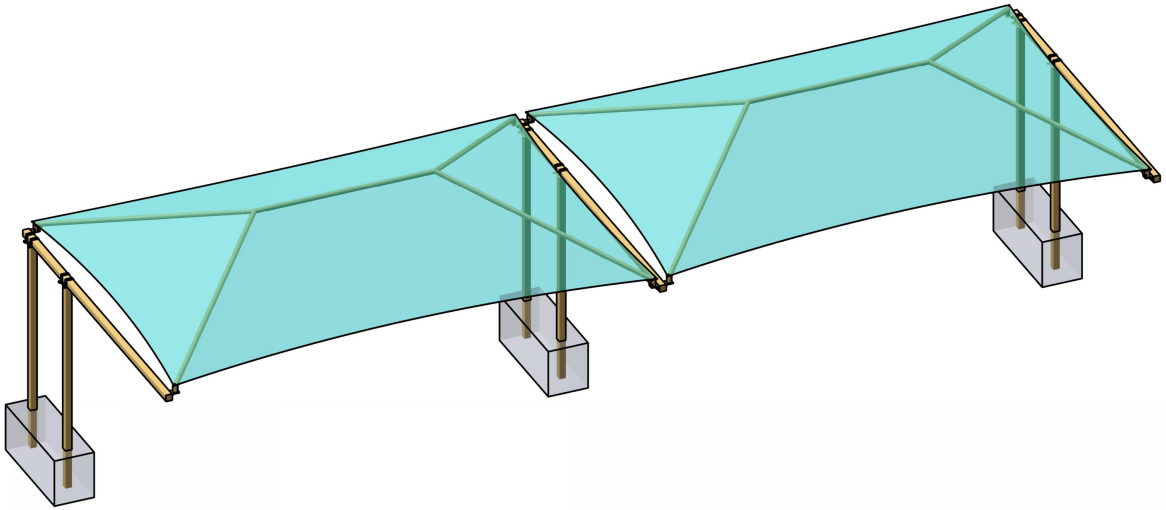
# EXHIBIT "A"

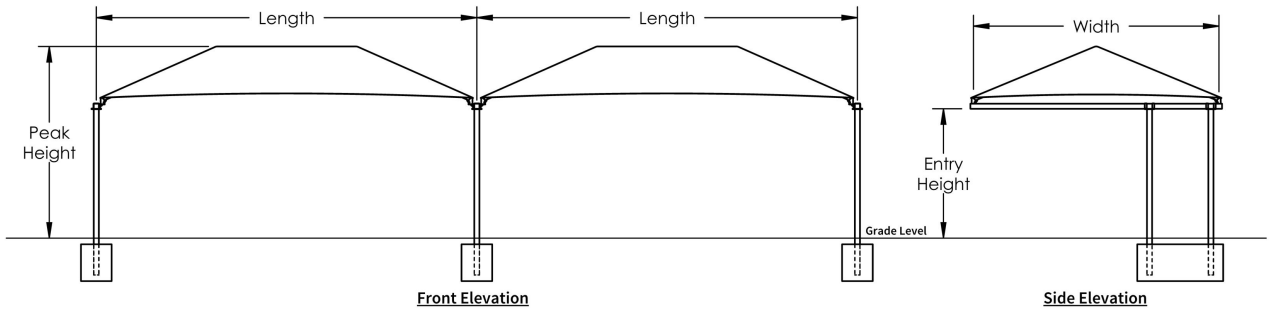
This will be a 4-dome 96'x10'x10' tall cantilever shade. Located 2ft from the south wall of the school
24'x10'x10' tall hip
24'x10'x10' tall hip
24'x10'x10' tall hip
24'x10'x10' tall hip

This will be a 4-dome 96’x10’x10’ tall cantilever shade. Located 2ft from the south wall of the school
24’x10’x10’ tall hip
24’x10’x10’ tall hip
24’x10’x10’ tall hip
24’x10’x10’ tall hip

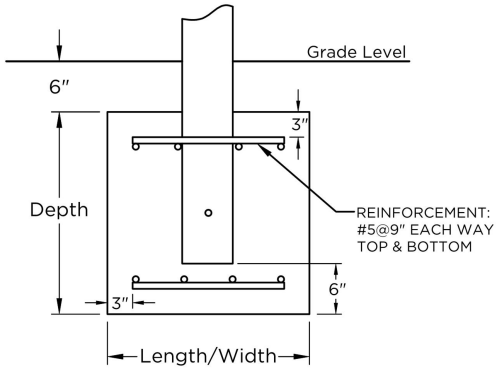
# Multi-Dome Standard Cantilever Hip Shade

| | | | | | |
|---|---|---|---|---|---|
| **Length** | 24' | **Width** | 10' | **Entry Height** | 10' |
| **Peak Height** | 12.02' | **Elbow** | Glide | **Column Mount** | Embedded |
| **Column Size** | Ø5.0" 11-Ga | **Rafter Size** | Ø3.5" 11-Ga | **Ridge Size** | Ø3.5" 11-Ga |
| **Column Length** | 13' | **Rafter Length** | 7.11' | **Ridge Length** | 14.73' |
| **Dome Qty.** | 4 | **Column Qty.** | 10 | **Beam Size** | 5"x5"x1/4" |

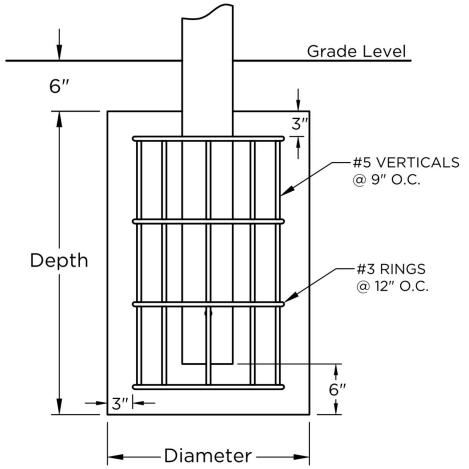





| Square Footing | | |
|---|---|---|
| Column | Length & Width | Depth |
| Single Cap | 2.31 | 3 |
| Double Cap | 2.541 | 3 |




| Auger Footing | | |
|---|---|---|
| Diameter | Single Cap Depth | Double Cap Depth |
| 1'-6" | | |
| 2'-0" | 4.09 | 4.94 |
| 2'-6" | Out of range | 3.16 |
| 3'-0" | Out of range | Out of range |




Superior Shade

PACKET

QUOTE

SHADE SIZE

24 X 10

SHADE STYLE

**Multi-Dome Standard Cantilever Hip Shade**

20.10

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.*

September 26, 2023

MIDLAND Planning Division

**Special Exception Application**

Project Number: _____

Case Number: E-23-0104

| **Applicant** *(if acting as Agent, see affidavit on page 2)* | | | |
|---|---|---|---|
| Printed Name: Cynthia Rodriguez | | Phone (432-240-8105 | |
| | | Email | |
| Address 200 West Dakota Ave. | City Midland | State TX | Zip 79701 |

| **Property Owner** | | | |
|---|---|---|---|
| Printed Name: Midland ISD | | Phone (432-240-8105 | |
| | | Email | |
| Address 615 W. Missouri Ave. | City Midland | State TX | Zip 79701 |

| **Representative** *(if different from Applicant or Property Owner)* | | | |
|---|---|---|---|
| Firm: South Elemntary School | | Phone ( ) | |
| Printed Name: Cynthia Rodriguez | | Email 432-240-8105 | |
| Address 615 W. Missouri Ave. | City Midland | State TX | Zip 79701 |

**Street Address:** 200 West Dakota Ave.

**Legal Description**
Lot: Block: 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:** We are requesting this variance for the students at South Elementary because there is no shade for the students during dismissal. The 10ft requirement would put the shade in the driveway and it would not benefit the students. The shade will be 2ft from building. With the extreme heat we are having it is important to get the shade installed as soon as possible for the students.

**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): Cynthia Rodriguez | Date: 8/08/2023 |
| Applicant (printed): Cynthia Rodriguez | |
| Property Owner (signature): | Date: 08/08/2023 |
| Property Owner (printed): Courtney Smith | |

*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 Courtney Smith who, being by me duly sworn, upon oath says: That (s)he is authorized by Courtney Smith, 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 8th day of August, 2023, to certify which witness my hand and seal of office.

DANA FLOYD
My Notary ID # 131892282
Expires February 13, 2027

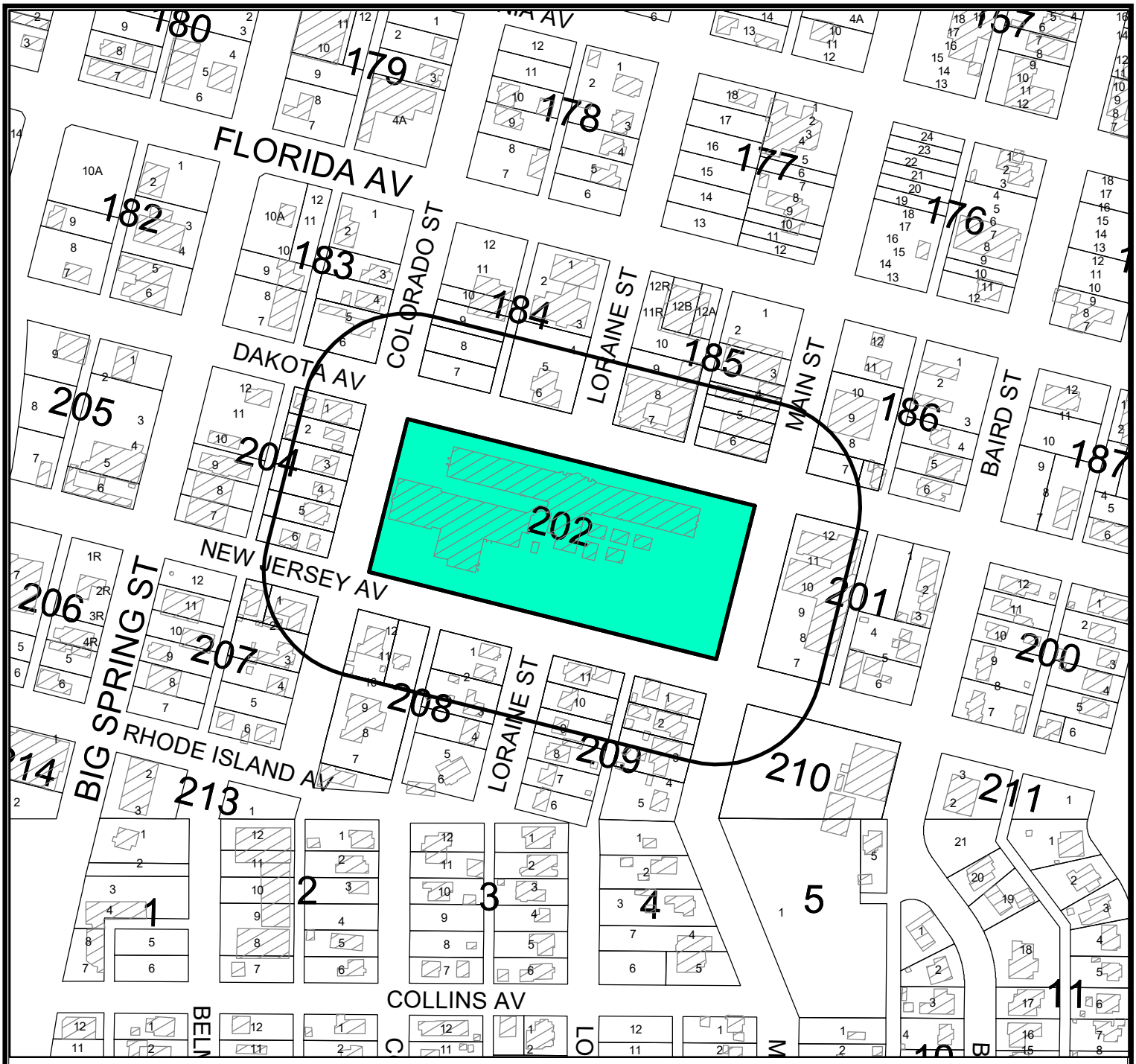
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Dimensioned Site Plan |
| ☐ Application Fee WAIVED | ☑ Plans in Digital Format (PDF/JPEG) |
| Check # MISD NO Fee | |
| Received By: Rolondrea Russell | Date: RECEIVED AUG 08 2023 |
| | BY: |



****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

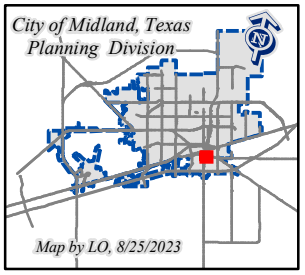
**E-23-101** **Scale: 1" = 3,256'**

A request by South Elementary School for a Special Excpetion from the City of Midland Zoning Ordinance, Section 4.09.B.3 – Accessory Buildings and Uses, for a reduced minimum setback between the principal building and accessory buildings on Block 202 & 203, Southern Addition, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of South Colorado Street and West Dakota Avenue. (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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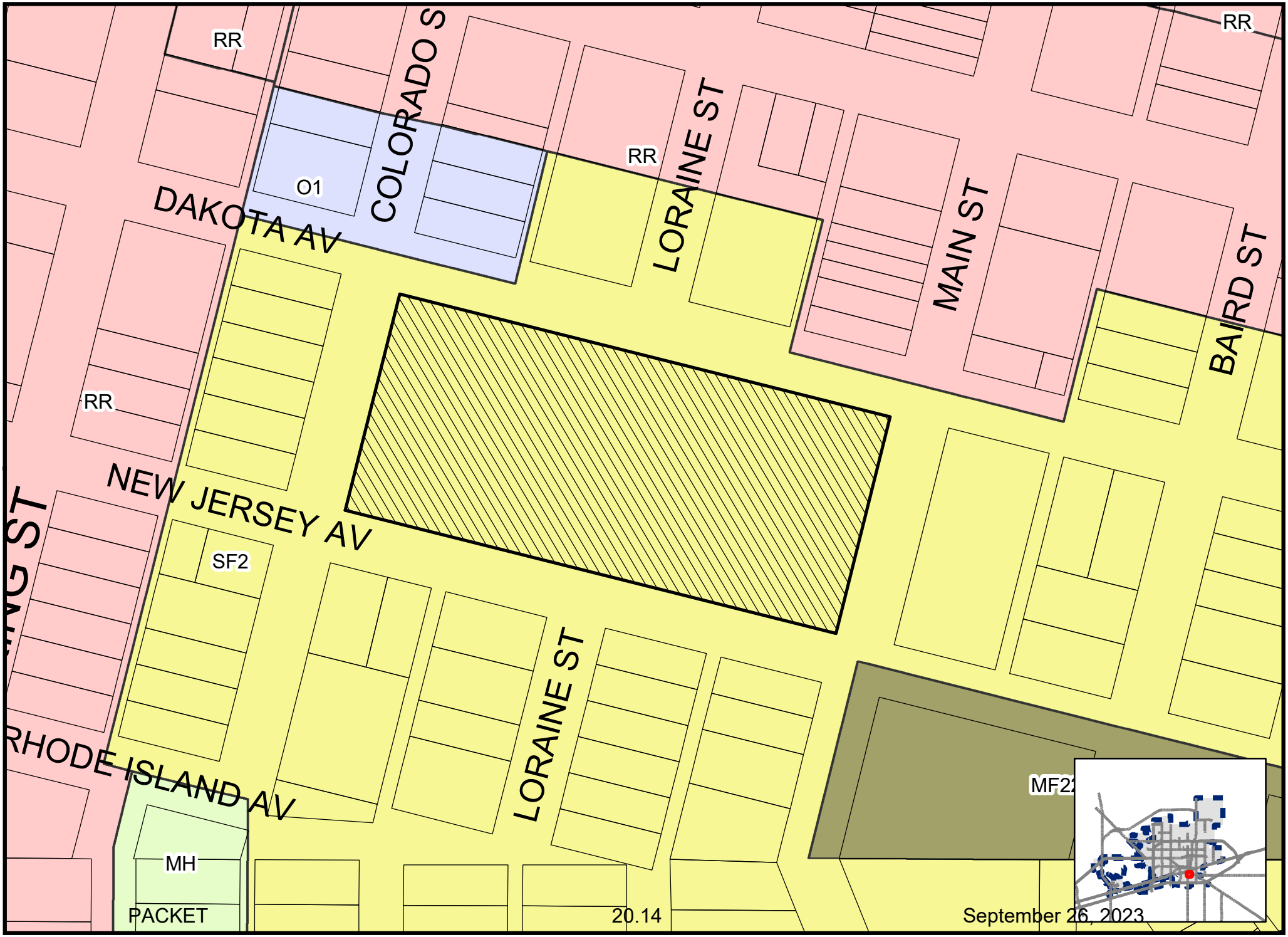
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



September 26, 2023




*Map By LO, 8/30/2023*

**E-23-0104**

**Scale: 1" = 1,940'**

# ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# City Council Meeting

**Item Number:** 21

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Midland 158, LLC, is requesting an annexation of a 0.448-acre tract of land and a 6.292-acre tract of land, out of Section 35, Block 40, T-1-S RR CO. Survey, Midland County, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The applicant, Midland 158, LLC, is requesting to annex a 0.448-acre tract of land and a 6.292-acre tract of land, out of Section 35, Block 40, T-1-S RR CO. Survey, Midland County, Texas.

The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On July 6, 2023, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

**Engineering: (Approved)**

No objections. [For the Applicant's information only.]

**Transportation: (Approved)**

No objections. [For the Applicant's information only.]

**Fire: (Approved)**

No objections.

**Building Code: (Approved)**

No objections

**Oil and Gas: (Approved)**

No Oil and Gas Issues.

**GIS: (Approved)**

No comments.

**Planning:**

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban-High (U-H) lot utilization in this area which consists of a mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors. The Reginal Retail zoning supports uses that are consistent with the Comprehensive Plan's U-H designation of this area. Staff recommends approval of this annexation as it will allow an underlying zoning of RR, Regional Retail District which will facilitate development consistent with these policies.

**Letters of Objection:**

Staff has received no letters of objection to this request as of August 31, 2023.

**Attachments:**

Petition (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; AND HAVING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on September 12, 2023, during which interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland's internet website, and in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on August 25, 2023; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on August 24, 2023, and the notice remained posted until the date of the public hearing; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and

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

incorporated within the boundary of the City of Midland, Te

xas:

Being a 0.448-acre tract of land and a 6.292-acre tract of land, both out of

Section 35, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas,

and being more fully described by metes and bounds in the petition for

annexation attached hereto as Exhibit "A" and incorporated herein by

reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading the _____ day of _____, A.D., 2023; 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 on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

# EXHIBIT "A"

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland 158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes
Printed Name

Owner
Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 18th day of May, 2023, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES
02/19/2026

Notary Public, State of Texas

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

**EXHIBIT "A"**

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

**FIELD NOTE DESCRIPTION OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING PORTIONS OF THAT SAME TRACT AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**TRACT 1, 0.448 ACRE;**

**BEGINNING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE SOUTHWEST CORNER OF SAID DRAINAGE EASEMENT, AND FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°42'47"W., SEVERING SAID "TRACT SEVEN," ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 245.61 FEET, TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET, INTERIOR TO SAID "TRACT SEVEN," AND FOR THE NORTHWEST CORNER HEREOF;

**THENCE** N.75°16'29"E., SEVERING SAID DRAINAGE EASEMENT, 79.52 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID DRAINAGE EASEMENT, AND FOR THE NORTHEAST CORNER HEREOF;

**THENCE** S.14°42'04E., ALONG THE WEST LINE OF SAID LOT 3, 245.58 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.448 ACRE, OR 19,524 SQUARE FEET OF LAND.

**TRACT 2, 6.292 ACRES;**

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), **THENCE** ALONG THE WEST LINE OF SAID LOT 3, N.14°42'04'W., AT 285.58 FEET PASSING AN "RPC" SET FOR THE WEST COMMON CORNERS OF LOT 1 AND LOT 3 OF SAID SUBDIVISION, IN ALL 325.58 FEET TO AN "RPC" IN THE WEST LINE OF SAID LOT 4, FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°16'29"W., SEVERING SAID "TRACT SEVEN," 79.54 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID DRAINAGE EASEMENT AND FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°42'47"W., ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 217.83 FEET TO AN "RPC" SET IN THE WEST LINE THEREOF, AND FOR AN INTERIOR POINT HEREOF;

MAVERICK
ENGINEERING - SURVEY - WATER RESOURCES
1909 West Wall Street, Suite K - Midland, TX 79701
Tel: 432.262.0999 - Fax: 432.262.0989 - maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

**THENCE** N.59°05'27"W., AGAIN SEVERING SAID "TRACT SEVEN," 701.14 FEET TO AN "RPC" SET FOR THE WEST CORNER HEREOF;

**THENCE** N.30°54'15"E., AT 250.13 FEET PASSING A ONE HALF INCH IRON ROD FOUND, IN ALL 399.90 FEET TO A POINT IN THE SOUTH LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #8214, FOR THE NORTHWEST CORNER HEREOF;

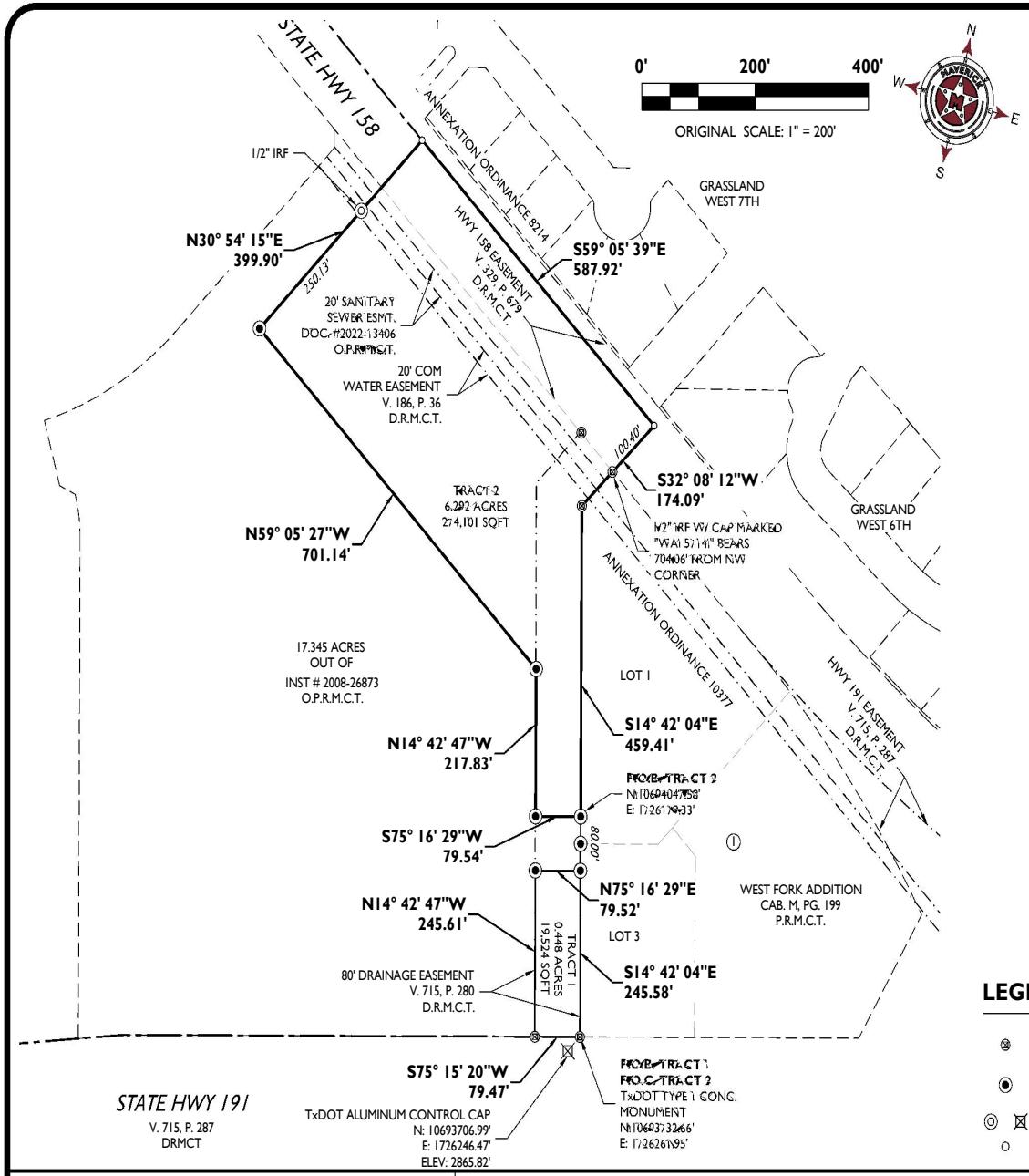
**THENCE** S.59°05'39"E., ALONG THE SOUTH LINE OF SAID ORDINANCE #8214, 587.92 FEET TO A POINT IN THE WEST LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #10377, FOR THE MOST NORTHERLY NORTHEAST EXTERIOR CORNER HEREOF;

**THENCE** S.32°08'12"W., ALONG THE WEST LINE OF SAID ORDINANCE #10377, AT 100.40 FEET PASSING A "TYPE 1" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, IN ALL, 174.09 FEET TO A "TYPE 1" FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAME, AND THE NORTHEAST INTERIOR CORNER HEREOF;

**THENCE** S.14°42'04"E., ALONG THE WEST LINE OF SAID LOT 1, 459.41 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.292 ACRES, OR 274,101 SQUARE FEET OF LAND.

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

MAY 17, 2023

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***TRACT 1, 0.448 ACRE;***

***BEGINNING*** *AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE*** *S.75° 15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE SOUTHWEST CORNER OF SAID DRAINAGE EASEMENT, AND FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE*** *N.14°42'47"W., SEVERING SAID "TRACT SEVEN," ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 245.61 FEET, TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #19094514" (RPC) SET, INTERIOR TO SAID "TRACT SEVEN," AND FOR THE NORTHWEST CORNER HEREOF;*

***THENCE*** *N.75° 16'29"E., SEVERING SAID DRAINAGE EASEMENT, 79.52 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID DRAINAGE EASEMENT, AND FOR THE NORTHEAST CORNER HEREOF;*

***THENCE*** *S.14°42'04E., ALONG THE WEST LINE OF SAID LOT 3, 245.58 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 0.448 ACRE, OR 19,524 SQUARE FEET OF LAND.*

***TRACT 2, 6.292 ACRES;***

***COMMENCING*** *AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT),* ***THENCE*** *ALONG THE WEST LINE OF SAID LOT 3, N.14°42'04"W., AT 285.58 FEET PASSING AN "RPC" SET FOR THE WEST COMMON CORNERS OF LOT 1 AND LOT 3 OF SAID SUBDIVISION, IN ALL 325.58 FEET TO AN "RPC" IN THE WEST LINE OF SAID LOT 4, FOR THE* ***POINT OF BEGINNING*** *AND THE SOUTHEAST CORNER HEREOF;*

***THENCE*** *S.75°16'29"W., SEVERING SAID "TRACT SEVEN," 79.54 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID DRAINAGE EASEMENT AND FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE*** *N.14°42'47"W., ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 217.83 FEET TO AN "RPC" SET IN THE WEST LINE THEREOF, AND FOR AN INTERIOR POINT HEREOF;*

***THENCE*** *N.59°05'27"W., AGAIN SEVERING SAID "TRACT SEVEN," 701.14 FEET TO AN "RPC" SET FOR THE WEST CORNER HEREOF;*

***THENCE*** *N.30°54'15"E., AT 250.13 FEET PASSING A ONE HALF INCH IRON ROD FOUND, IN ALL 399.90 FEET TO A POINT IN THE SOUTH LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #8214, FOR THE NORTHWEST CORNER HEREOF;*

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***THENCE*** *S.32°08'12"W., ALONG THE WEST LINE OF SAID ORDINANCE #10377, AT 100.40 FEET PASSING A "TYPE I" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, IN ALL, 174.09 FEET TO A "TYPE I" FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAME, AND THE NORTHEAST INTERIOR CORNER HEREOF;*

***THENCE*** *S.14°42'04"E., ALONG THE WEST LINE OF SAID LOT 1, 459.41 FEET TO THE* ***POINT OF BEGINNING*** *CONTAINING 6.292 ACRES, OR 274,101 SQUARE FEET OF LAND.*

*SURVEY NOTES:*

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

## LEGEND

| | | | |
|---|---|---|---|
| TXDOT TYPE I CONCRETE MONUMENT | TRACT BOUNDARY | P.R.M.C.T. | PLAT RECORDS MIDLAND CO., TX |
| 1/2 IRF W/ PLASTIC CAP "MAVERICK FIRM #19094514" | EXISTING LOTS | O.P.R.M.C.T. | OFFICIAL PUBLIC RECORDS MIDLAND CO., TX |
| FOUND MONUMENT AS NOTED | EXISTING EASEMENTS | D.R.M.C.T. | DEED RECORDS MIDLAND CO., TX |
| TRACT CORNER | EXISTING CITY LIMITS | *123.4'* | TIE OR PASSING CALL DIMENSION |


**MAVERICK**
**CIVIL ENGINEERING / LAND SURVEYING**
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


PACKET

| JOB NO.: | FIELD WORK: | DRAWN BY: | REV 1: | REV 2: |
|---|---|---|---|---|
| 230068 | 5.2.2023 | PH | | |

*I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.*

*GREGORY W. SHOULTS, RPLS #5356*
*FIRM NO. TX #10194514*

21.10

MAY 17, 2023

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

# *EXHIBIT A*

## *ANNEXATION BOUNDARY*

*OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS*

September 26, 2023

Drawing: F:\2023\230068-HAYNES DEVCO-1588 I91 MIDLAND EXPANDED SITE 4 ACRES\DRAWINGS\ANNEXATION\230068 - 4-AC ANNEXATION SURVEY.DWG Last Saved By: Paladin on 5/17/23

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland 158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes
Printed Name

Owner
Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 18th day of May, 2023, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES
02/19/2026

Notary Public, State of Texas

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

MAVERICK
ENGINEERING - SURVEY - WATER RESOURCES
1909 West Wall Street, Suite K - Midland, TX 79701
Tel: 432.262.0999 - Fax: 432.262.0989 - maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

**FIELD NOTE DESCRIPTION OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING PORTIONS OF THAT SAME TRACT AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**TRACT 1, 0.448 ACRE;**

**BEGINNING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE SOUTHWEST CORNER OF SAID DRAINAGE EASEMENT, AND FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°42'47"W., SEVERING SAID "TRACT SEVEN," ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 245.61 FEET, TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET, INTERIOR TO SAID "TRACT SEVEN," AND FOR THE NORTHWEST CORNER HEREOF;

**THENCE** N.75°16'29"E., SEVERING SAID DRAINAGE EASEMENT, 79.52 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID DRAINAGE EASEMENT, AND FOR THE NORTHEAST CORNER HEREOF;

**THENCE** S.14°42'04E., ALONG THE WEST LINE OF SAID LOT 3, 245.58 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.448 ACRE, OR 19,524 SQUARE FEET OF LAND.

**TRACT 2, 6.292 ACRES;**

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), **THENCE** ALONG THE WEST LINE OF SAID LOT 3, N.14°42'04'W., AT 285.58 FEET PASSING AN "RPC" SET FOR THE WEST COMMON CORNERS OF LOT 1 AND LOT 3 OF SAID SUBDIVISION, IN ALL 325.58 FEET TO AN "RPC" IN THE WEST LINE OF SAID LOT 4, FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°16'29"W., SEVERING SAID "TRACT SEVEN," 79.54 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID DRAINAGE EASEMENT AND FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°42'47"W., ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 217.83 FEET TO AN "RPC" SET IN THE WEST LINE THEREOF, AND FOR AN INTERIOR POINT HEREOF;

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ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

**THENCE** N.59°05'27"W., AGAIN SEVERING SAID "TRACT SEVEN," 701.14 FEET TO AN "RPC" SET FOR THE WEST CORNER HEREOF;

**THENCE** N.30°54'15"E., AT 250.13 FEET PASSING A ONE HALF INCH IRON ROD FOUND, IN ALL 399.90 FEET TO A POINT IN THE SOUTH LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #8214, FOR THE NORTHWEST CORNER HEREOF;

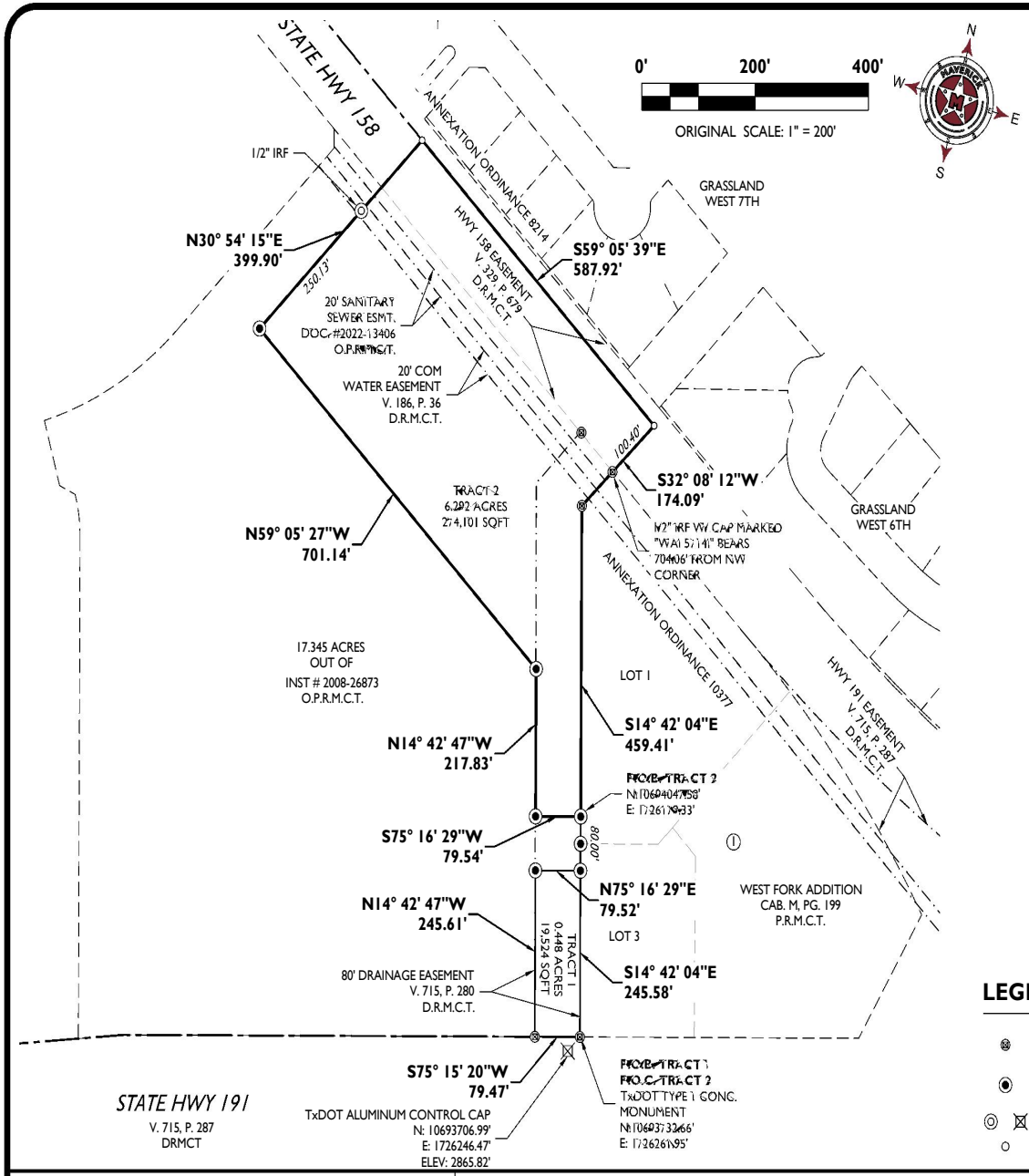
**THENCE** S.59°05'39"E., ALONG THE SOUTH LINE OF SAID ORDINANCE #8214, 587.92 FEET TO A POINT IN THE WEST LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #10377, FOR THE MOST NORTHERLY NORTHEAST EXTERIOR CORNER HEREOF;

**THENCE** S.32°08'12"W., ALONG THE WEST LINE OF SAID ORDINANCE #10377, AT 100.40 FEET PASSING A "TYPE I" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, IN ALL, 174.09 FEET TO A "TYPE I" FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAME, AND THE NORTHEAST INTERIOR CORNER HEREOF;

**THENCE** S.14°42'04"E., ALONG THE WEST LINE OF SAID LOT 1, 459.41 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.292 ACRES, OR 274,101 SQUARE FEET OF LAND.

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

MAY 17, 2023

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*SURVEY NOTES:*

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

## LEGEND

| | | | | | |
|---|---|---|---|---|---|
| ⊗ | TXDOT TYPE I CONCRETE MONUMENT | ——— | TRACT BOUNDARY | P.R.M.C.T. | PLAT RECORDS MIDLAND CO., TX |
| ◉ | 1/2 IRF W/ PLASTIC CAP "MAVERICK FIRM #19094514" | – – – – | EXISTING LOTS | O.P.R.M.C.T. | OFFICIAL PUBLIC RECORDS MIDLAND CO., TX |
| ⊙ ⊠ | FOUND MONUMENT AS NOTED | —·—·— | EXISTING EASEMENTS | D.R.M.C.T. | DEED RECORDS MIDLAND CO., TX |
| ○ | TRACT CORNER | ——·—— | EXISTING CITY LIMITS | *123.4'* | TIE OR PASSING CALL DIMENSION |

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*I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.*

*GREGORY W. SHOULTS, RPLS #5356*
*FIRM NO. TX #10194514*

21.14

MAY 17, 2023

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

# *EXHIBIT A*

## *ANNEXATION BOUNDARY*

*OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS*

| JOB NO.: | FIELD WORK: | DRAWN BY: | REV 1: | REV 2: |
|---|---|---|---|---|
| 230068 | 5.2.2023 | PH | | |

PACKET
September 26, 2023

Drawing: I:\2023\230068-HAYNES DEVCO-1588 191 MIDLAND EXPANDED SITE 4 ACRES\DRAWINGS\ANNEXATION\230068 - 4-AC ANNEXATION SURVEY.DWG Last Saved By: Paladin on 5/17/23

MIDLAND
Planning Division

**Annexation/Zone Change Application**

Project Number: A-23-0036
Case Number: Z-23-0334

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Midland 158 LLC | | Phone ( )<br>Email | |
| Address 1901 N Akard St | City Dallas | State TX | Zip 75201 |

| | | | |
|---|---|---|---|
| **Property Owner**<br>Printed Name: See Applicant | | Phone ( )<br>Email | |
| Address | City | State | Zip |

| | | | |
|---|---|---|---|
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: Maverick Engineering<br>Printed Name: Paladin Huckaba | | Phone ( 432 )262-0999<br>Email<br>phuckaba@maverick-eng.com | |
| Address 1909 W Wall St Ste K | City Midland | State TX | Zip 79701 |

**Street Address:** NA

**Legal Description** Two Tracts of Land, Totalling 6.74 Acres, Situated in Section 35, Block 40, Township 1 South, Texas and Pacific Railway Company Survey, Midland County Texas
Lot: Block: Subdivision:

| | |
|---|---|
| **Current Zoning:** | **Proposed Zone:**<br>*(List by tracts if more than one district is requested)* |

**Reason for Annexation/Zone Change Request:** Advance the incorporation of this tract into the City Limits of Midland

**Present Use of Property:** vacant

**Proposed Use of Property:** General retail

**How would this annexation/zone change affect the public health, safety and welfare?** no adverse affect. Addition of newly developed tracts to the City of Midland

**Describe how this annexation/zone change will affect adjacent properties:** Extend infrastructure and amenities west of existing City limits to make adjacent incorporation more feasible.

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): Coy Haynes | Date: 5/18/23 |
| Property Owner (printed): Coy Haynes - Midland 158 LLC | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland 158 LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 18th day of May, 2023, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456288

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

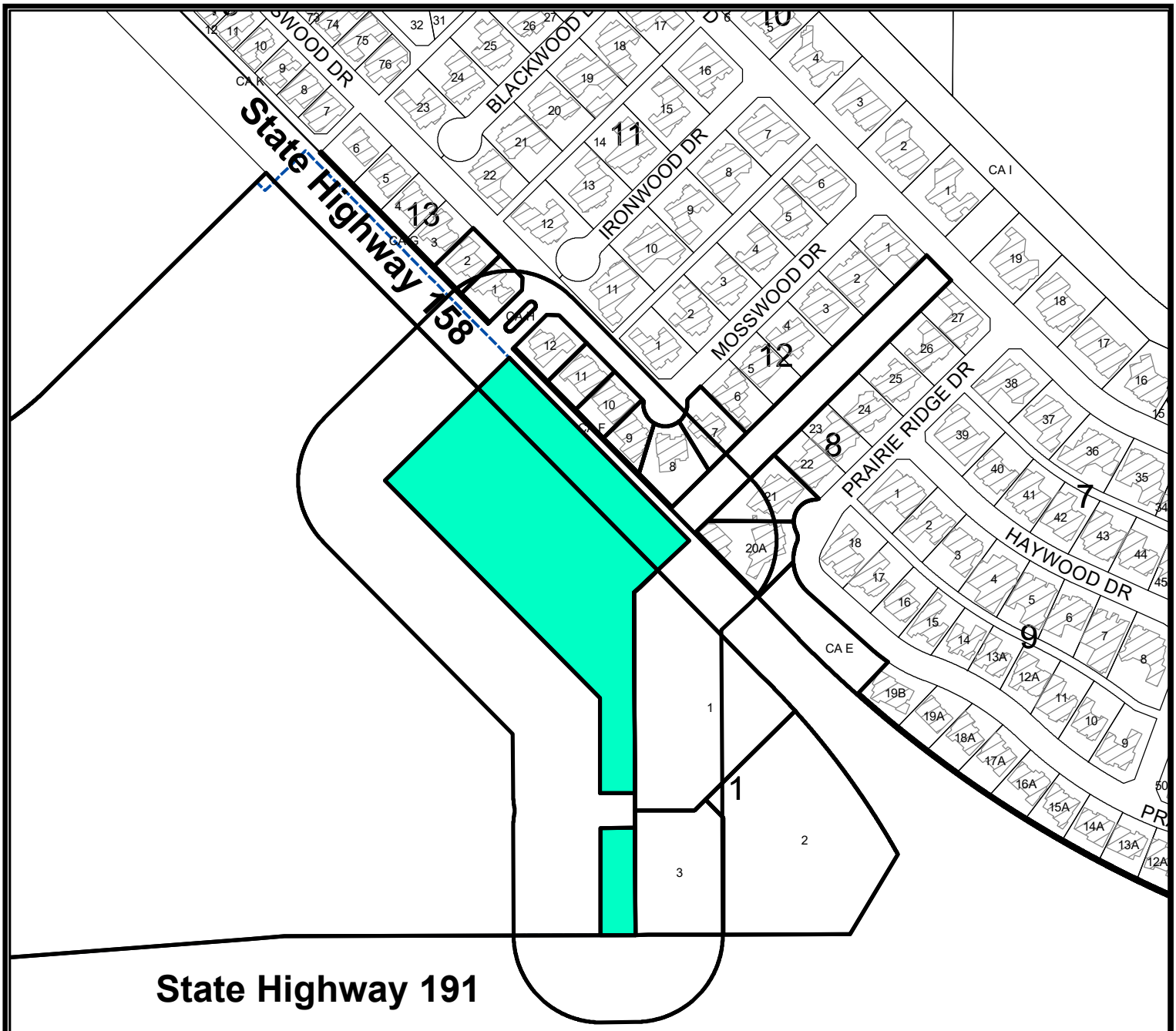
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 4122
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

RECEIVED
MAY 18 2023
BY: .....

Received By: James Rober
Date: 5/18/23



****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

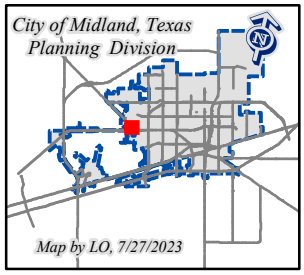
**A-23-0036** **Scale: 1" = 4,071'**

A request by Maverick Engineering for an Annexation of a 0.448-acre tract of land and a 6.292-acre tract of land, located in Section 35, Block 40, T-1-S RR CO. Survey, Midland County, Texas.

Generally located on the north side of West State Highway 158 approximately 500 feet west of State Highway 191. (Extraterritorial Jurisdiction)

**L E G E N D**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND NOR IS IT DESIGNED TO USE AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

# City Council Meeting

**Item Number:** 22

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES

---

**Purpose:**

The applicant, Midland 158, LLC, is requesting the initial zoning of RR, Regional Retail District on a 0.448-acre tract of land and a 6.292-acre tract of land, out of Section 35, Block 40, T-1-S RR CO. Survey, Midland County, Texas, located near the intersection of State Highway 191 and State Highway 158.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

The applicant, Midland 158, LLC, is requesting the initial zoning of annexed land to RR, Regional Retail District for future commercial development.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

**Engineering: (Approved)**

No objection to zoning. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

**Fire: (Approved)**

No objections.

**Code Administration: (Approved)**

No objections.

**Oil and Gas: (Approved)**

No Oil and Gas issues.

**Planning:**

The Future Land Use Map in the Tall City Tomorrow Comprehensive Plan calls for Urban-High (U-H) lot utilization in this area which consists of a mix of complementary uses, including multi-family residential, large offices, medical buildings, regional commercial, limited industrial, institutional uses such as churches, schools, or hospitals, and other regional attractors. The Reginal Retail zoning supports uses that are consistent with the Comprehensive Plan's U-H designation of this area.

Staff recommends approval of this initial zoning of RR, Regional Retail District subject to condition A.

**Condition:**

A. **That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.**

**Letters of Objection:**

Staff has received no letters of objection to this request as of August 31, 2023.

**Attachments:**

Petition (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 0.448-ACRE TRACT OF LAND AND A 6.292-ACRE TRACT OF LAND, BOTH OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; THE 0.448-ACRE TRACT BEING GENERALLY LOCATED NORTH OF STATE HIGHWAY 191, APPROXIMATELY 490 FEET WEST OF STATE HIGHWAY 158; THE 6.292-ACRE TRACT BEING GENERALLY LOCATED WEST OF STATE HIGHWAY 158, APPROXIMATELY 540 FEET NORTH OF STATE HIGHWAY 191, CONTAINING A CAPTION; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION.

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on September 12, 2023 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard, and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date duly advertised; and

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

SECTION ONE. That the initial zoning classification of the area indicated on

Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Texas,

is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other

ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby

expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___ day of _____, A.D., 2023, and passed to second reading on

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

Council members voting "AYE":

motion of Council member _____, seconded by Council member _____,

by the following vote:

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

Council members voting "AYE":

member _____, on the ___ day of _____, A.D., 2023, at a regular meeting

Council members voting "NAY":

of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

# EXHIBIT "A"

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland 158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes
Printed Name

Owner
Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 18th day of May, 2023, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES
02/19/2026

Notary Public, State of Texas

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456388

**EXHIBIT "A"**

MAVERICK
ENGINEERING · SURVEY · WATER RESOURCES
1909 West Wall Street, Suite K · Midland, TX 79701
Tel: 432.262.0999 · Fax: 432.262.0989 · maverick-eng.com
ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

**FIELD NOTE DESCRIPTION OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING PORTIONS OF THAT SAME TRACT AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;**

**TRACT 1, 0.448 ACRE;**

**BEGINNING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND FOR THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE SOUTHWEST CORNER OF SAID DRAINAGE EASEMENT, AND FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°42'47"W., SEVERING SAID "TRACT SEVEN," ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 245.61 FEET, TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET, INTERIOR TO SAID "TRACT SEVEN," AND FOR THE NORTHWEST CORNER HEREOF;

**THENCE** N.75°16'29"E., SEVERING SAID DRAINAGE EASEMENT, 79.52 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID DRAINAGE EASEMENT, AND FOR THE NORTHEAST CORNER HEREOF;

**THENCE** S.14°42'04E., ALONG THE WEST LINE OF SAID LOT 3, 245.58 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.448 ACRE, OR 19,524 SQUARE FEET OF LAND.

**TRACT 2, 6.292 ACRES;**

**COMMENCING** AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), **THENCE** ALONG THE WEST LINE OF SAID LOT 3, N.14°42'04'W., AT 285.58 FEET PASSING AN "RPC" SET FOR THE WEST COMMON CORNERS OF LOT 1 AND LOT 3 OF SAID SUBDIVISION, IN ALL 325.58 FEET TO AN "RPC" IN THE WEST LINE OF SAID LOT 4, FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER HEREOF;

**THENCE** S.75°16'29"W., SEVERING SAID "TRACT SEVEN," 79.54 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID DRAINAGE EASEMENT AND FOR THE SOUTHWEST CORNER HEREOF;

**THENCE** N.14°42'47"W., ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 217.83 FEET TO AN "RPC" SET IN THE WEST LINE THEREOF, AND FOR AN INTERIOR POINT HEREOF;

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ENGINEER FIRM #: F-15089 | SURVEY FIRM #: 10194514

**THENCE** N.59°05'27"W., AGAIN SEVERING SAID "TRACT SEVEN," 701.14 FEET TO AN "RPC" SET FOR THE WEST CORNER HEREOF;

**THENCE** N.30°54'15"E., AT 250.13 FEET PASSING A ONE HALF INCH IRON ROD FOUND, IN ALL 399.90 FEET TO A POINT IN THE SOUTH LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #8214, FOR THE NORTHWEST CORNER HEREOF;

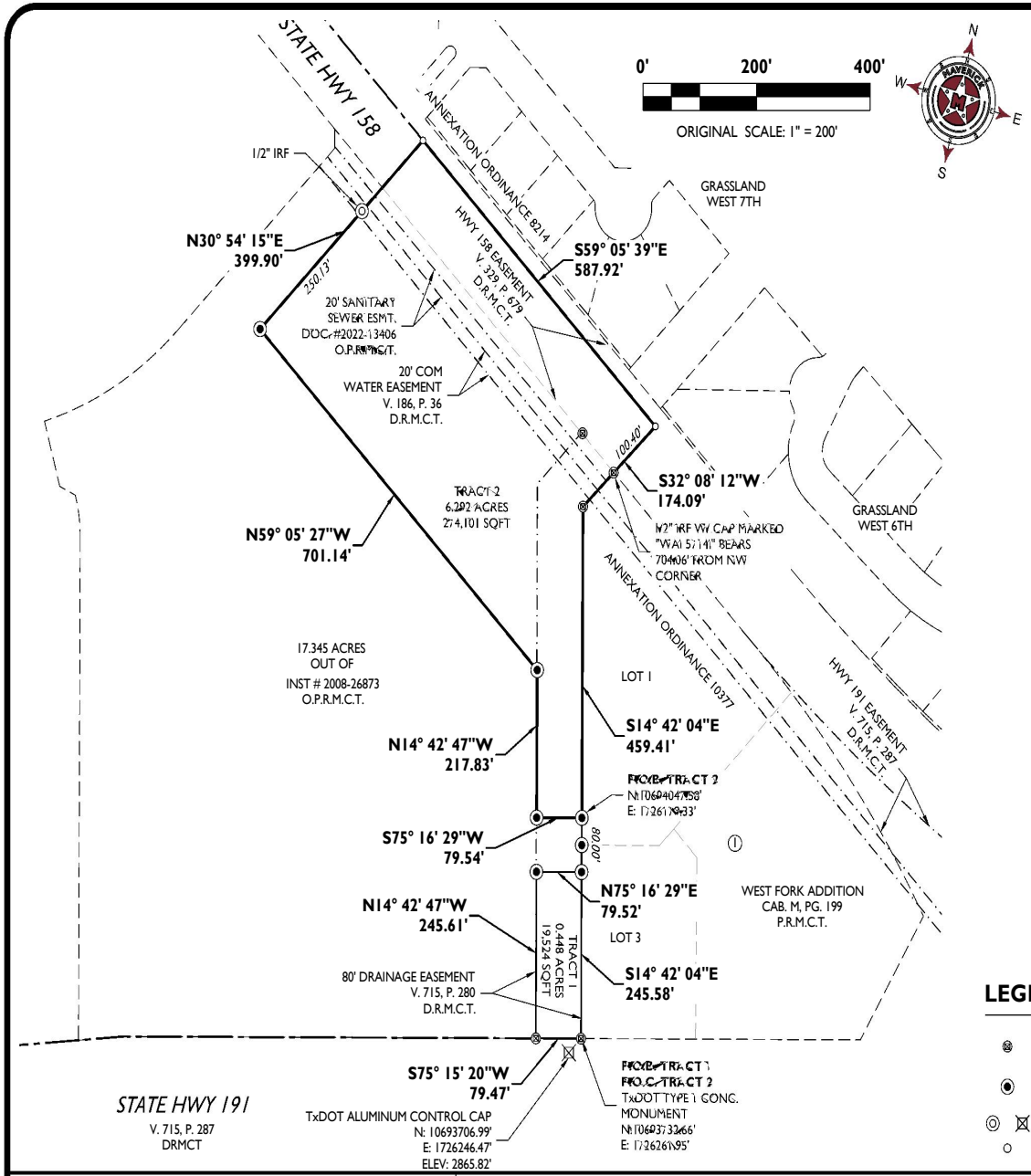
**THENCE** S.59°05'39"E., ALONG THE SOUTH LINE OF SAID ORDINANCE #8214, 587.92 FEET TO A POINT IN THE WEST LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #10377, FOR THE MOST NORTHERLY NORTHEAST EXTERIOR CORNER HEREOF;

**THENCE** S.32°08'12"W., ALONG THE WEST LINE OF SAID ORDINANCE #10377, AT 100.40 FEET PASSING A "TYPE I" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, IN ALL, 174.09 FEET TO A "TYPE I" FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAME, AND THE NORTHEAST INTERIOR CORNER HEREOF;

**THENCE** S.14°42'04"E., ALONG THE WEST LINE OF SAID LOT 1, 459.41 FEET TO THE **POINT OF BEGINNING** CONTAINING 6.292 ACRES, OR 274,101 SQUARE FEET OF LAND.

Gregory W. Shoults
www.maverick-eng.com
Texas RPLS - No. 5356
Maverick Engineering (FIRM – No. 10194514)

MAY 17, 2023




***FIELD NOTE DESCRIPTION OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING PORTIONS OF THAT SAME TRACT AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;***

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***BEGINNING*** *AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE*** *S.75° 15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE SOUTHWEST CORNER OF SAID DRAINAGE EASEMENT, AND FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE*** *N.14°42'47"W., SEVERING SAID "TRACT SEVEN," ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 245.61 FEET, TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #19094514" (RPC) SET, INTERIOR TO SAID "TRACT SEVEN," AND FOR THE NORTHWEST CORNER HEREOF;*

***THENCE*** *N.75° 16'29"E., SEVERING SAID DRAINAGE EASEMENT, 79.52 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID DRAINAGE EASEMENT, AND FOR THE NORTHEAST CORNER HEREOF;*

***THENCE*** *S.14°42'04E., ALONG THE WEST LINE OF SAID LOT 3, 245.58 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 0.448 ACRE, OR 19,524 SQUARE FEET OF LAND.*

***TRACT 2, 6.292 ACRES;***

***COMMENCING*** *AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT),* ***THENCE*** *ALONG THE WEST LINE OF SAID LOT 3, N.14°42'04"W., AT 285.58 FEET PASSING AN "RPC" SET FOR THE WEST COMMON CORNERS OF LOT 1 AND LOT 3 OF SAID SUBDIVISION, IN ALL 325.58 FEET TO AN "RPC" IN THE WEST LINE OF SAID LOT 4, FOR THE* ***POINT OF BEGINNING*** *AND THE SOUTHEAST CORNER HEREOF;*

***THENCE*** *S.75° 16'29"W., SEVERING SAID "TRACT SEVEN," 79.54 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID DRAINAGE EASEMENT AND FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE*** *N.14°42'47"W., ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 217.83 FEET TO AN "RPC" SET IN THE WEST LINE THEREOF, AND FOR AN INTERIOR POINT HEREOF;*

***THENCE*** *N.59°05'27"W., AGAIN SEVERING SAID "TRACT SEVEN," 701.14 FEET TO AN "RPC" SET FOR THE WEST CORNER HEREOF;*

***THENCE*** *N.30°54'15"E., AT 250.13 FEET PASSING A ONE HALF INCH IRON ROD FOUND, IN ALL 399.90 FEET TO A POINT IN THE SOUTH LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #8214, FOR THE NORTHWEST CORNER HEREOF;*

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***THENCE*** *S.32°08'12"W., ALONG THE WEST LINE OF SAID ORDINANCE #10377, AT 100.40 FEET PASSING A "TYPE I" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, IN ALL, 174.09 FEET TO A "TYPE I" FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAME, AND THE NORTHEAST INTERIOR CORNER HEREOF;*

***THENCE*** *S.14°42'04"E., ALONG THE WEST LINE OF SAID LOT 1, 459.41 FEET TO THE* ***POINT OF BEGINNING*** *CONTAINING 6.292 ACRES, OR 274,101 SQUARE FEET OF LAND.*

*SURVEY NOTES:*

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.999898361, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

## LEGEND

| | | | | | |
|---|---|---|---|---|---|
| ⊗ | TXDOT TYPE I CONCRETE MONUMENT | ——— | TRACT BOUNDARY | P.R.M.C.T. | PLAT RECORDS MIDLAND CO., TX |
| ◉ | 1/2 IRF W/ PLASTIC CAP "MAVERICK FIRM #19094514" | – – – – | EXISTING LOTS | O.P.R.M.C.T. | OFFICIAL PUBLIC RECORDS MIDLAND CO., TX |
| ⊙ ⊠ | FOUND MONUMENT AS NOTED | —·—·— | EXISTING EASEMENTS | D.R.M.C.T. | DEED RECORDS MIDLAND CO., TX |
| ○ | TRACT CORNER | ——·—— | EXISTING CITY LIMITS | *123.4'* | TIE OR PASSING CALL DIMENSION |


**MAVERICK**
**CIVIL ENGINEERING / LAND SURVEYING**
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com


*I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.*

*GREGORY W. SHOULTS, RPLS #5356*
*FIRM NO. TX #10194514*

22.10

MAY 17, 2023

STATE OF TEXAS
REGISTERED
GREGORY W. SHOULTS
5356
PROFESSIONAL
LAND SURVEYOR

# *EXHIBIT A*

## *ANNEXATION BOUNDARY*

*OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS*

| JOB NO.: | FIELD WORK: | DRAWN BY: | REV 1: | REV 2: |
|---|---|---|---|---|
| 230068 | 5.2.2023 | PH | | |


PACKET
September 26, 2023



Drawing: I:\2023\230068-HAYNES DEVCO-1588 191 MIDLAND EXPANDED SITE 4 ACRES\DRAWINGS\ANNEXATION\230068 - 4-AC ANNEXATION SURVEY.DWG Last Saved By: Paladin on 5/17/23

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Midland 158 LLC ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Coy Haynes
Printed Name

Owner
Title

THE STATE OF Texas §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 18th day of May, 2023, by Coy Haynes in the capacity herein stated.

MY COMMISSION EXPIRES
02/19/2026

Notary Public, State of Texas

Kelsey Ann Lewis
My Commission Expires
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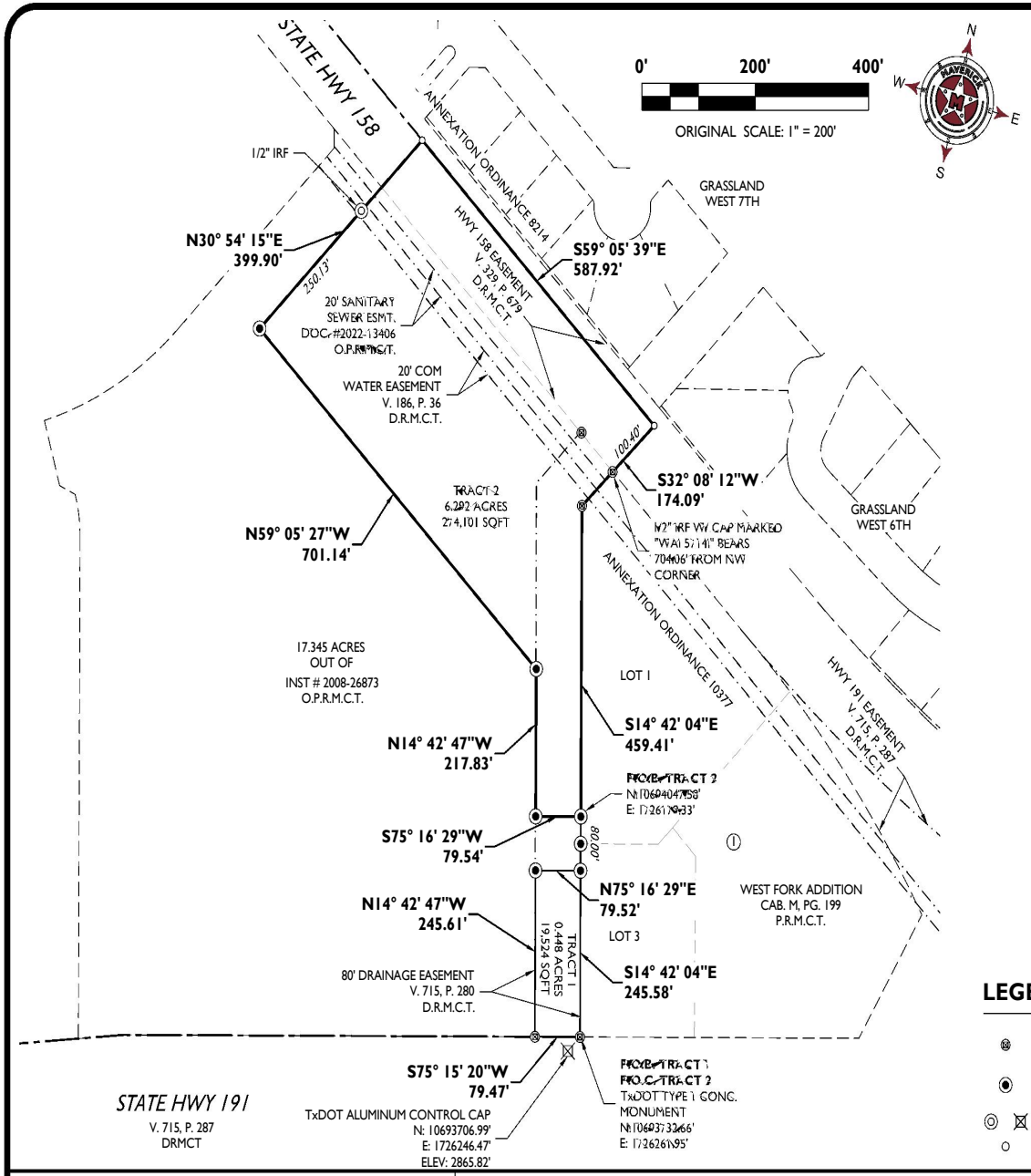
Maverick Engineering (FIRM – No. 10194514)

MAY 17, 2023




***FIELD NOTE DESCRIPTION OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS, BEING PORTIONS OF THAT SAME TRACT AS DESCRIBED AS TRACT SEVEN IN A WARRANTY DEED FILED AS DOCUMENT NUMBER 2008-26873 IN VOLUME 3131 ON PAGE 210 OF THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;***

***TRACT 1, 0.448 ACRE;***

***BEGINNING*** *AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", BEING THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT), AND FOR THE SOUTHEAST CORNER HEREOF;*

***THENCE*** *S.75° 15'20"W., ALONG SAID RIGHT-OF-WAY, 79.47 FEET TO A "TYPE I" FOUND FOR THE SOUTHWEST CORNER OF SAID DRAINAGE EASEMENT, AND FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE*** *N.14°42'47"W., SEVERING SAID "TRACT SEVEN," ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 245.61 FEET, TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #19094514" (RPC) SET, INTERIOR TO SAID "TRACT SEVEN," AND FOR THE NORTHWEST CORNER HEREOF;*

***THENCE*** *N.75° 16'29"E., SEVERING SAID DRAINAGE EASEMENT, 79.52 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID LOT 3, THE EAST LINE OF SAID DRAINAGE EASEMENT, AND FOR THE NORTHEAST CORNER HEREOF;*

***THENCE*** *S.14°42'04E., ALONG THE WEST LINE OF SAID LOT 3, 245.58 FEET TO THE* ***POINT OF BEGINNING****, CONTAINING 0.448 ACRE, OR 19,524 SQUARE FEET OF LAND.*

***TRACT 2, 6.292 ACRES;***

***COMMENCING*** *AT N.(Y):10693732.66, E.(X):1726261.95, A POINT WITHIN A TXDOT TYPE I CONCRETE MONUMENT (TYPE I) FOUND AND ACCEPTED AS BEING ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 191, AS DESCRIBED IN VOLUME 715 ON PAGE 287 OF SAID "OPR" AT THE SOUTHEAST CORNER OF A TRACT DESCRIBED AS AN 80 FOOT WIDE DRAINAGE EASEMENT IN VOLUME 715 ON PAGE 280 OF SAID "OPR", AND THE SOUTHWEST CORNER OF LOT 3, BLOCK 1, WEST FORK ADDITION AS RECORDED IN CABINET "M", PAGE 199, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PRMCT),* ***THENCE*** *ALONG THE WEST LINE OF SAID LOT 3, N.14°42'04"W., AT 285.58 FEET PASSING AN "RPC" SET FOR THE WEST COMMON CORNERS OF LOT 1 AND LOT 3 OF SAID SUBDIVISION, IN ALL 325.58 FEET TO AN "RPC" IN THE WEST LINE OF SAID LOT 4, FOR THE* ***POINT OF BEGINNING*** *AND THE SOUTHEAST CORNER HEREOF;*

***THENCE*** *S.75° 16'29"W., SEVERING SAID "TRACT SEVEN," 79.54 FEET TO AN "RPC" SET IN THE WEST LINE OF SAID DRAINAGE EASEMENT AND FOR THE SOUTHWEST CORNER HEREOF;*

***THENCE*** *N.14°42'47"W., ALONG THE WEST LINE OF SAID DRAINAGE EASEMENT, 217.83 FEET TO AN "RPC" SET IN THE WEST LINE THEREOF, AND FOR AN INTERIOR POINT HEREOF;*

***THENCE*** *N.59°05'27"W., AGAIN SEVERING SAID "TRACT SEVEN," 701.14 FEET TO AN "RPC" SET FOR THE WEST CORNER HEREOF;*

***THENCE*** *N.30°54'15"E., AT 250.13 FEET PASSING A ONE HALF INCH IRON ROD FOUND, IN ALL 399.90 FEET TO A POINT IN THE SOUTH LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #8214, FOR THE NORTHWEST CORNER HEREOF;*

***THENCE*** *S.59°05'39"E., ALONG THE SOUTH LINE OF SAID ORDINANCE #8214, 587.92 FEET TO A POINT IN THE WEST LINE OF THE CITY OF MIDLAND INCORPORATED LIMITS AS ADOPTED AND DESCRIBED IN ANNEXATION ORDINANCE #10377, FOR THE MOST NORTHERLY NORTHEAST EXTERIOR CORNER HEREOF;*

***THENCE*** *S.32°08'12"W., ALONG THE WEST LINE OF SAID ORDINANCE #10377, AT 100.40 FEET PASSING A "TYPE I" FOUND FOR THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1, IN ALL, 174.09 FEET TO A "TYPE I" FOUND FOR THE MOST WESTERLY NORTHWEST CORNER OF THE SAME, AND THE NORTHEAST INTERIOR CORNER HEREOF;*

***THENCE*** *S.14°42'04"E., ALONG THE WEST LINE OF SAID LOT 1, 459.41 FEET TO THE* ***POINT OF BEGINNING*** *CONTAINING 6.292 ACRES, OR 274,101 SQUARE FEET OF LAND.*

*SURVEY NOTES:*

1. *BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, NORTH AMERICAN DATUM OF 1983, TEXAS CENTRAL ZONE (4203), U.S. SURVEY FOOT, WITH A CONVERGENCE ANGLE (theta) OF -0°56'51.02" AND A COMBINED SCALE FACTOR OF 0.99989836l, AT A TX DOT ALUMINUM CAP CONTROL MARK LOCATED AT N.10693706.99, E.1726246.47, EL.2865.82*
2. *SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF MAVERICK ENGINEERING FOR COMPLETE RECONSTRUCTION OF THIS SURVEY.*

## LEGEND

| | | | |
|---|---|---|---|
| TXDOT TYPE I CONCRETE MONUMENT | TRACT BOUNDARY | P.R.M.C.T. | PLAT RECORDS MIDLAND CO., TX |
| 1/2 IRF W/ PLASTIC CAP "MAVERICK FIRM #19094514" | EXISTING LOTS | O.P.R.M.C.T. | OFFICIAL PUBLIC RECORDS MIDLAND CO., TX |
| FOUND MONUMENT AS NOTED | EXISTING EASEMENTS | D.R.M.C.T. | DEED RECORDS MIDLAND CO., TX |
| TRACT CORNER | EXISTING CITY LIMITS | *123.4'* | TIE OR PASSING CALL DIMENSION |

**MAVERICK**
**CIVIL ENGINEERING / LAND SURVEYING**
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

*I, GREGORY W. SHOULTS, DO HEREBY CERTIFY THAT THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM FIELD NOTES AND/OR ELECTRONIC DATA OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY.*

*GREGORY W. SHOULTS, RPLS #5356*
*FIRM NO. TX #10194514*

22.14

MAY 17, 2023

STATE OF TEXAS REGISTERED GREGORY W. SHOULTS 5356 PROFESSIONAL LAND SURVEYOR

# *EXHIBIT A*

## *ANNEXATION BOUNDARY*

*OF TWO TRACTS OF LAND, TOTALLING 6.74 ACRES, SITUATED IN SECTION 35, BLOCK 40, TOWNSHIP 1 SOUTH, TEXAS and PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS*

| JOB NO.: | FIELD WORK: | DRAWN BY: | REV 1: | REV 2: |
|---|---|---|---|---|
| 230068 | 5.2.2023 | PH | | |

PACKET
September 26, 2023

Drawing: I:\2023\230068-HAYNES DEVCO-1588 191 MIDLAND EXPANDED SITE 4 ACRES\DRAWINGS\ANNEXATION\230068 - 4-AC ANNEXATION SURVEY.DWG Last Saved By: Paladin on 5/17/23

MIDLAND
Planning Division

**Annexation/Zone Change Application**

Project Number: A-23-0036
Case Number: Z-23-0334

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Midland 158 LLC | | Phone ( )<br>Email | |
| Address 1901 N Akard St | City Dallas | State TX | Zip 75201 |

| | | | |
|---|---|---|---|
| **Property Owner**<br>Printed Name: See Applicant | | Phone ( )<br>Email | |
| Address | City | State | Zip |

| | | | |
|---|---|---|---|
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: Maverick Engineering<br>Printed Name: Paladin Huckaba | | Phone ( 432 )262-0999<br>Email<br>phuckaba@maverick-eng.com | |
| Address 1909 W Wall St Ste K | City Midland | State TX | Zip 79701 |

**Street Address:** NA

**Legal Description** Two Tracts of Land, Totalling 6.74 Acres, Situated in Section 35, Block 40, Township 1 South, Texas and Pacific Railway Company Survey, Midland County Texas
Lot: Block: Subdivision:

| | |
|---|---|
| **Current Zoning:** | **Proposed Zone:**<br>*(List by tracts if more than one district is requested)* |

**Reason for Annexation/Zone Change Request:** Advance the incorporation of this tract into the City Limits of Midland

**Present Use of Property:** vacant

**Proposed Use of Property:** General retail

**How would this annexation/zone change affect the public health, safety and welfare?** no adverse affect. Addition of newly developed tracts to the City of Midland

**Describe how this annexation/zone change will affect adjacent properties:** Extend infrastructure and amenities west of existing City limits to make adjacent incorporation more feasible.

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: |
| Applicant (printed): | |
| Property Owner (signature): Coy Haynes | Date: 5/18/23 |
| Property Owner (printed): Coy Haynes - Midland 158 LLC | |

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland 158 LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 18th day of May, 2023, to certify which witness my hand and seal of office.

Kelsey Ann Lewis
My Commission Expires
2/19/2026
Notary ID
131456288

Kelsey Ann Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

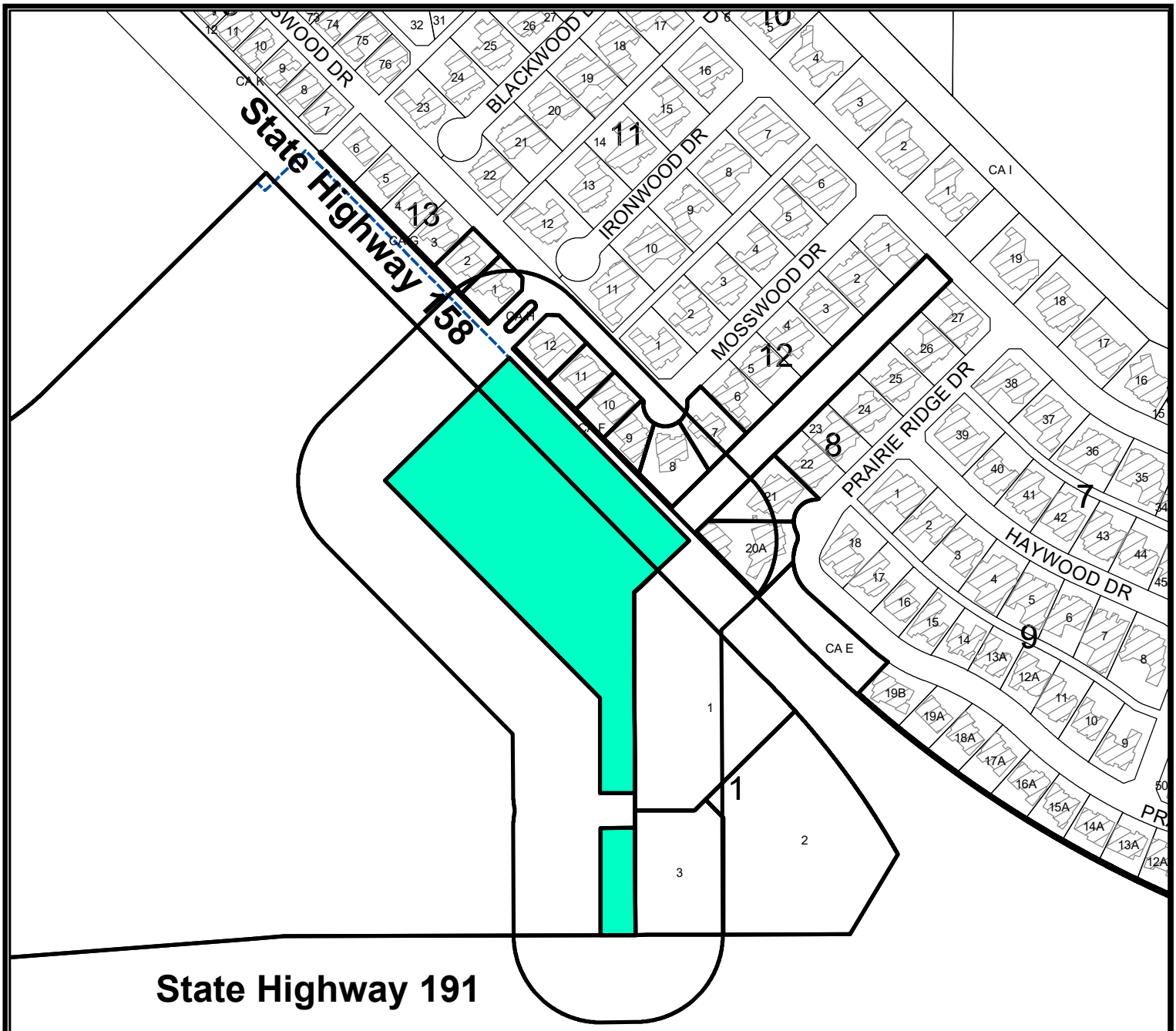
- ☑ Property Owner Authorization
- ☑ Application Fee
- Check # 4122
- ☑ Dimensioned Site Plan
- ☑ Plans in Digital Format (PDF/JPEG)

RECEIVED
MAY 18 2023
BY: .....

Received By: James Rober
Date: 5/18/23



****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

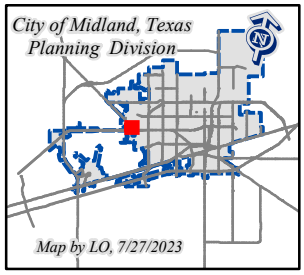
**A-23-0036** **Scale: 1" = 4,071'**

A request by Maverick Engineering for an Annexation of a 0.448-acre tract of land and a 6.292-acre tract of land, located in Section 35, Block 40, T-1-S RR CO. Survey, Midland County, Texas.

Generally located on the north side of West State Highway 158 approximately 500 feet west of State Highway 191. (Extraterritorial Jurisdiction)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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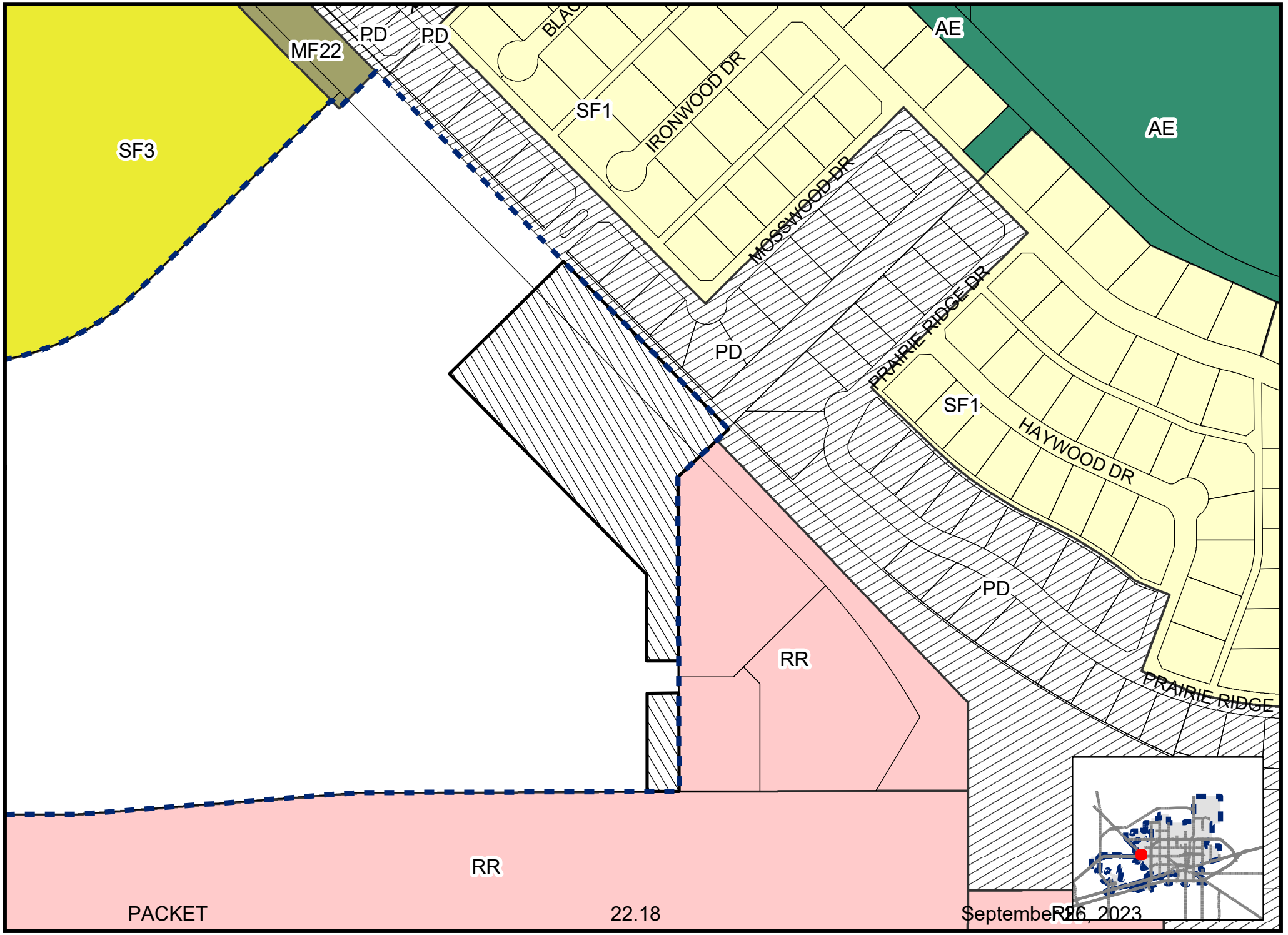
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND/OR IS IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By LO, 8/3/2023*

**A-23-0036 & Z-23-0334** **Scale: 1" = 3,599'** **ZONING MAP**

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# City Council Meeting

**Item Number:** 23

**Meeting Date:** September 12, 2023, September 26, 2023

**To:** City Council / City Manager

**From:** Rolandrea Russell, Interim Director

**Subject:** AN ORDINANCE CALLING A PUBLIC HEARING TO BE HELD JOINTLY BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO CONSIDER THE ADOPTION OF AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT" BY ADDING CHAPTER 1A, "CENTENNIAL ENTERTAINMENT OVERLAY DISTRICT" SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT AND PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY ZONING DISTRICT AND TO AMEND THE ZONING MAP ACCORDINGLY; PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN OF THE TIME AND PLACE OF THE JOINT PUBLIC HEARING; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE (DISTRICT: ALL) (DEVELOPMENT SERVICES)

---

**Purpose:**

The establishment of the Centennial Entertainment Overlay District and related regulations require a joint public hearing with the City Council and the Planning and Zoning Commission prior to the establishment of the Overlay District.

This public hearing is being called to prescribe the type of notice to be given of the time and place of the joint public hearing prior to the addition of the Centennial Entertainment Overlay District to the zoning ordinance.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds would be required for this project.

**Discussion:**

The joint public hearing will be scheduled for October 17, 2023, at 10:00 AM at the Barbara and George H. W. Bush Convention Center, 105 N. Main Street, Ballroom A, Midland, Texas 79701.

The public will be notified of the joint public hearing by publication in a newspaper of general circulation in the City of Midland and by publication on the City of Midland's website 15 days before the date of the public hearing.

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE CALLING A PUBLIC HEARING TO BE HELD JOINTLY BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION TO CONSIDER THE ADOPTION OF AN ORDINANCE AMENDING TITLE XI, "PLANNING AND DEVELOPMENT" BY ADDING CHAPTER 1A, "CENTENNIAL ENTERTAINMENT OVERLAY DISTRICT" SO AS TO ESTABLISH AN OVERLAY ZONING DISTRICT AND PROVISIONS RELATED TO LAND USE AND DEVELOPMENT WITHIN SAID OVERLAY ZONING DISTRICT AND TO AMEND THE ZONING MAP ACCORDINGLY; PRESCRIBING THE TYPE OF NOTICE TO BE GIVEN OF THE TIME AND PLACE OF THE JOINT PUBLIC HEARING; AND CONTAINING A SAVINGS AND SEVERABILITY CLAUSE**

**WHEREAS**, an overlay zoning district ordinance (the "Centennial Entertainment Overlay District Ordinance") has been prepared for the purpose of amending Title XI, "Planning and Development" of the City Code of the City of Midland, Texas, to add Chapter 1a, "Centennial Entertainment Overlay District"; and

**WHEREAS,** the proposed Centennial Entertainment Overlay District Ordinance establishes provisions related to land use and development within the boundaries of the proposed Centennial Entertainment Overlay District, including related Zoning Map amendments; and

**WHEREAS,** Section 211.007 of the Texas Local Government Code provides that the City Council and the Planning and Zoning Commission may hold a joint public hearing and that the City Council may, for such joint public hearing, prescribe the type of notice to be given of the time and place of the public hearing; and

**WHEREAS,** the City Council finds it to be in the best interest of the public to hold a joint public hearing with the Planning and Zoning Commission to consider the adoption of the Centennial Entertainment Overlay District Ordinance and to prescribe the type of notice to be given of the time and place of the public hearing in accordance with Section 211.007(d) of the Texas Local Government Code; and

**WHEREAS**, the City Council finds that the type of notice prescribed herein satisfies the statutory requirements applicable to public hearings on the matters addressed in the Centennial Entertainment Overlay District Ordinance; and

**WHEREAS**, the City Council finds that a public hearing to consider the proposed adoption of the Centennial Entertainment Overlay District Ordinance should be held jointly by the City Council and the Planning and Zoning Commission at the City Council meeting and Planning and Zoning Commission meeting both scheduled for 10:00 a.m. on October 17, 2023, at the Barbara and George H. W. Bush Convention Center, 105 N. Main Street, Ballroom A, Midland, Texas 79701;

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

**SECTION ONE.** That the City Council of the City of Midland, Texas, hereby calls a public hearing to be held jointly with the Planning and Zoning Commission, to be conducted at the City Council meeting and Planning and Zoning Commission meeting both scheduled for 10:00 a.m. on October 17, 2023, at the Barbara and George H. W. Bush Convention Center, 105 N. Main Street, Ballroom A, Midland, Texas 79701. The purpose of said public hearing will be to hear comments regarding the proposed adoption of the Centennial Entertainment Overlay District Ordinance, including provisions related to land use and development within the boundaries of the proposed Centennial Entertainment Overlay District, and including related Zoning Map amendments.

**SECTION TWO.** That in accordance with Texas Local Government Code Section 211.007(d), the City Council hereby prescribes that notice of the time and place of the joint public hearing shall be:

A. By publication in a newspaper of general circulation in the City of Midland before the 15th day before the date of the public hearing;

B. By publication on City of Midland's Internet website before the 15th day before the date of the public hearing; and

C. By posting notice in accordance with Texas Government Code Chapter 551 of the City Council meeting and the Planning and Zoning Commission meeting during which the public hearing will be held.

**SECTION THREE.** That nothing herein shall prevent the Planning and Zoning Commission or the City Council from holding additional public hearings, including additional joint public hearings, to hear comments regarding the proposed adoption of the Centennial Entertainment Overlay District Ordinance. To the extent that additional public hearings are not held jointly by the City Council and the Planning and Zoning Commission, the notice and publication requirements of Chapter 211 of the Texas Local Government Code shall be followed. To the extent that additional public hearings are held jointly by the City Council and the Planning and Zoning Commission, the notice and publication requirements set forth in Section Two of this ordinance shall be followed.

**SECTION FOUR.** That this ordinance shall be effective only for a joint public hearing to consider the proposed adoption of the Centennial Entertainment Overlay District Ordinance, and all ordinances or parts thereof in conflict with this ordinance are superseded to the extent of this limited conflict only, and all other provisions of the ordinances of the City of Midland remain in full force and effect.

**SECTION FIVE.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

**SECTION SIX.** That this ordinance is not adopted or effective unless the Council, by a two-thirds vote, has finally approved its adoption.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

# City Council Meeting

**Item Number:** 24

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Jeffrey Fisher, Planning Manager

**Subject:** AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: NONE) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Permian Basin Behavioral Health Center, is requesting an annexation of a 54.008-acre tract of land, located in Section 42, Block 40, T-1-S, T&P, RR Co. Survey, Midland County, Texas.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No city funds are required to process this request.

**Discussion:**

The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

The property to the north is zoned RR, Regional Retail, and the location of the UTPB Engineering

Campus. The properties to the east, south, and west, and are outside the City Limits in the City's Extraterritorial Jurisdiction and are vacant.

On August 8, 2023, the service agreement between the City and the petitioner was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

**Engineering: (Approved)**

No objection to zoning. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objections. [For the Applicant's information only.]

**Fire: (Approved)**

No objections.

**Building Code: (Approved)**

No issues. All future structures must adhere to the .2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC No issues. requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Oil and Gas: (Approved)**

No Oil & Gas well concerns. Informational: 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. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

**GIS: (Approved)**

No comments.

**Planning:**

The property is located within the Air & Space Port Area of the Tall City of Tomorrow Comprehensive Plan. Policies in this area state that areas north of the airport should be protected for future development, with development in the near term being done in a way that does not limit the future economic development potential of the area. The proposed RR, Regional Retail District zoning is compatible with these policies, allowing a wide range of uses that support economic growth. An AOZ-4 waiver must be received prior to construction.

On August 21, 2023, the Planning and Zoning Commission recommended approval of the associated initial zoning to RR, Regional Retail District, and the applicant is going through the platting process.

Staff recommends approval of this annexation as it will allow an underlying zoning of RR, Regional Retail District which will facilitate development consistent with these policies.

**Letters of Objection:**

As of September 13, 2023, staff has received no letters of objection to this request.

**Attachments:**

Petition (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FM 307); PROVIDING FOR SERVICE PLAN; PROVIDING FOR PUBLIC HEARING; AND ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on September 26, 2023, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on September 8, 2023; and

WHEREAS, notice of the public hearing was posted on the City of Midland, Texas' Internet website on September 12, 2023, and the notice remained posted until the date of the public hearing; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

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

Being a 54.008-acre tract of land out of Section 42, Block 40, T-1-S, T&P RR

Co. Survey, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2023; 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 _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

meeting of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

# EXHIBIT "A"

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

# A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

**(1)** THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

**(2)** THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

**(3)** THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

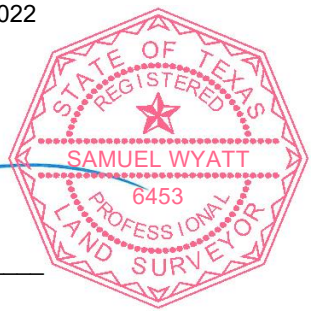
**(4)** THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

**(5)** THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

**(6)** THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

**(7)** THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022




Samuel Wyatt, RPLS 6453

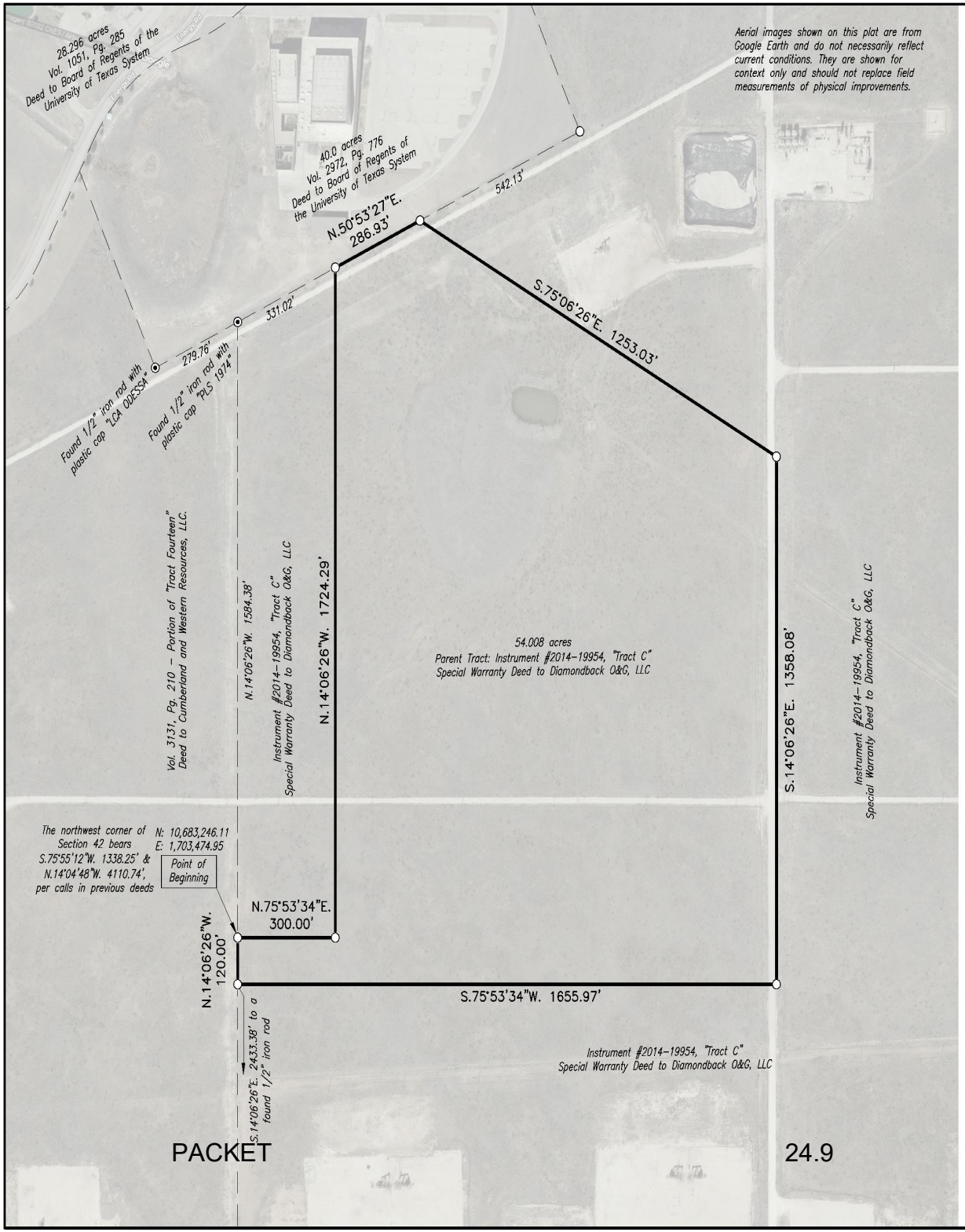



EXHIBIT A

# A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

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

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

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My Notary ID # 131041371
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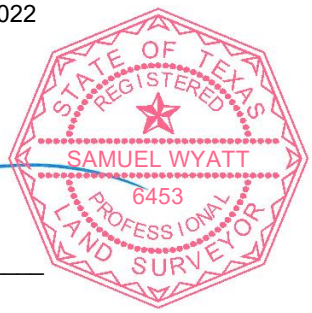


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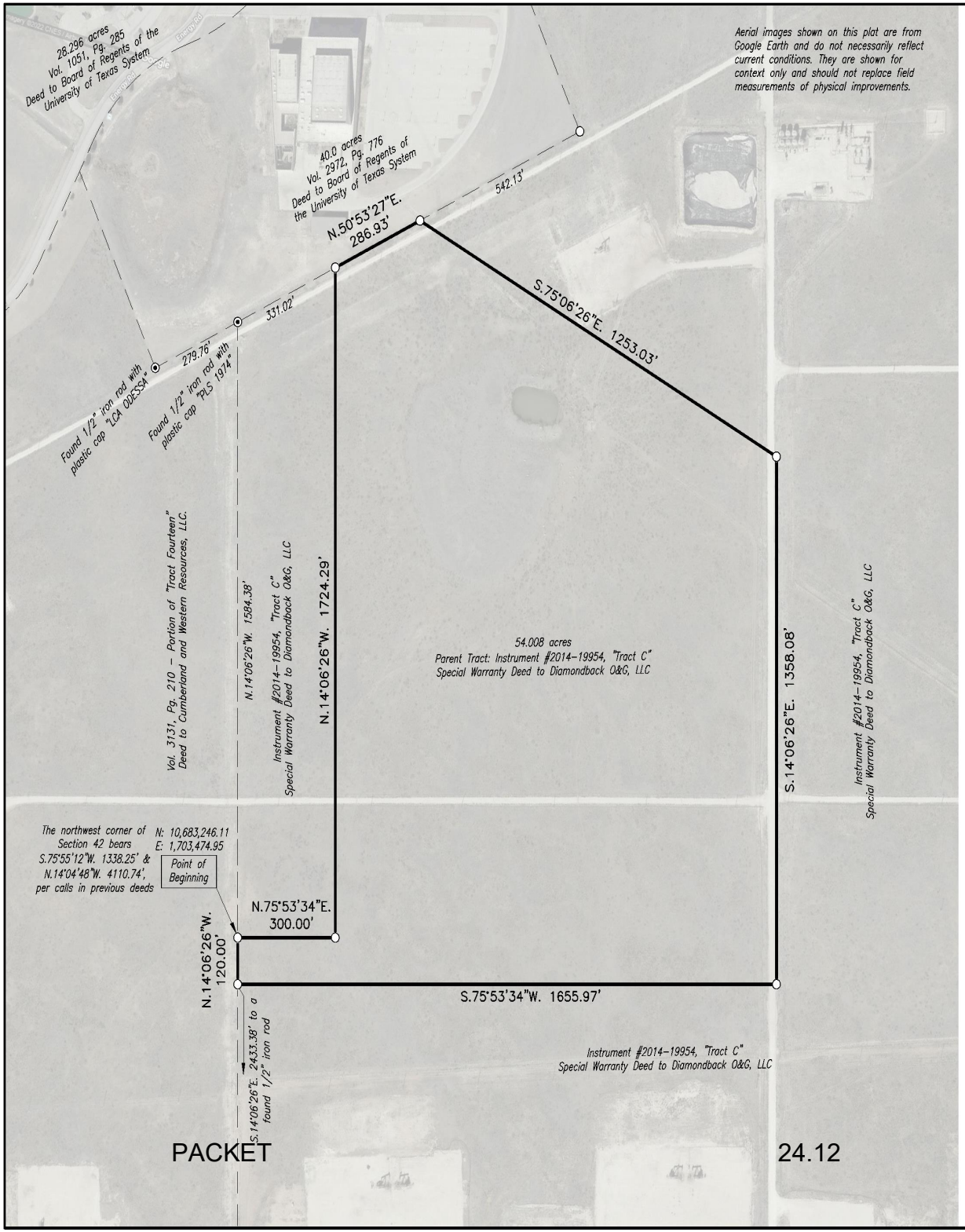


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SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND Planning Division

**Annexation/Initial Zoning Application**

Project Number: A-23-0337

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Russell Meyers | | Phone 432-661-8000 Email russellmeyers@midlandmemorialfoundation.org | |
|---|---|---|---|
| Address PO Box 61950 | City Midland | State TX | Zip 79705 |

| **Property Owner** Printed Name: Permian Basin Behavioral Health Center | | Phone 432-661-8000 Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Dunaway Printed Name: Tim Hair | | Phone 432-699-4889 Email thair@dunaway.com | |
|---|---|---|---|
| Address 4000 N. Big Spring Street Suite 101 | City Midland | State TX | Zip 79705 |

**Street Address:** Section 42, Block 40, T-1-S Midland County Texas

**Legal Description**
Lot: Block: Subdivision:

**Current Zoning:** N/A

**Proposed Zone:** RR
*(List by tracts if more than one district is requested)*

**Reason for Annexation/Zone Change Request:** Subject property is the site for the future Permian Basin Behavioral Health Center.
The Behavioral Health Center will include both hospital and office uses, with adjacent Regional Retail

**Present Use of Property:** Undeveloped/Vacant

**Proposed Use of Property:** Mental Health Hospital; Special Use Designation will be requested separately.

**How would this annexation/zone change affect the public health, safety and welfare?**
It would enable the construction of a significant regional health facility, bringing increased mental health care capacity and new modalities to the Permian Basin.

**Describe how this annexation/zone change will affect adjacent properties:**
Adjacent properties are mostly undeveloped. UT Permian Basin shares a small segment of property l

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: 7/11/23 |
| Applicant (printed): Russell Meyers | |
| Property Owner (signature): | Date: 7/11/23 |
| Property Owner (printed) : Russell Meyers | |

*The Annexation/Initial Zoning 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 Russell Meyers who, being by me duly sworn, upon oath says: That (s)he is authorized by Permian Basin Behavioral Health Center, 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 11th day of July, 2023, to certify which witness my hand and seal of office.

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

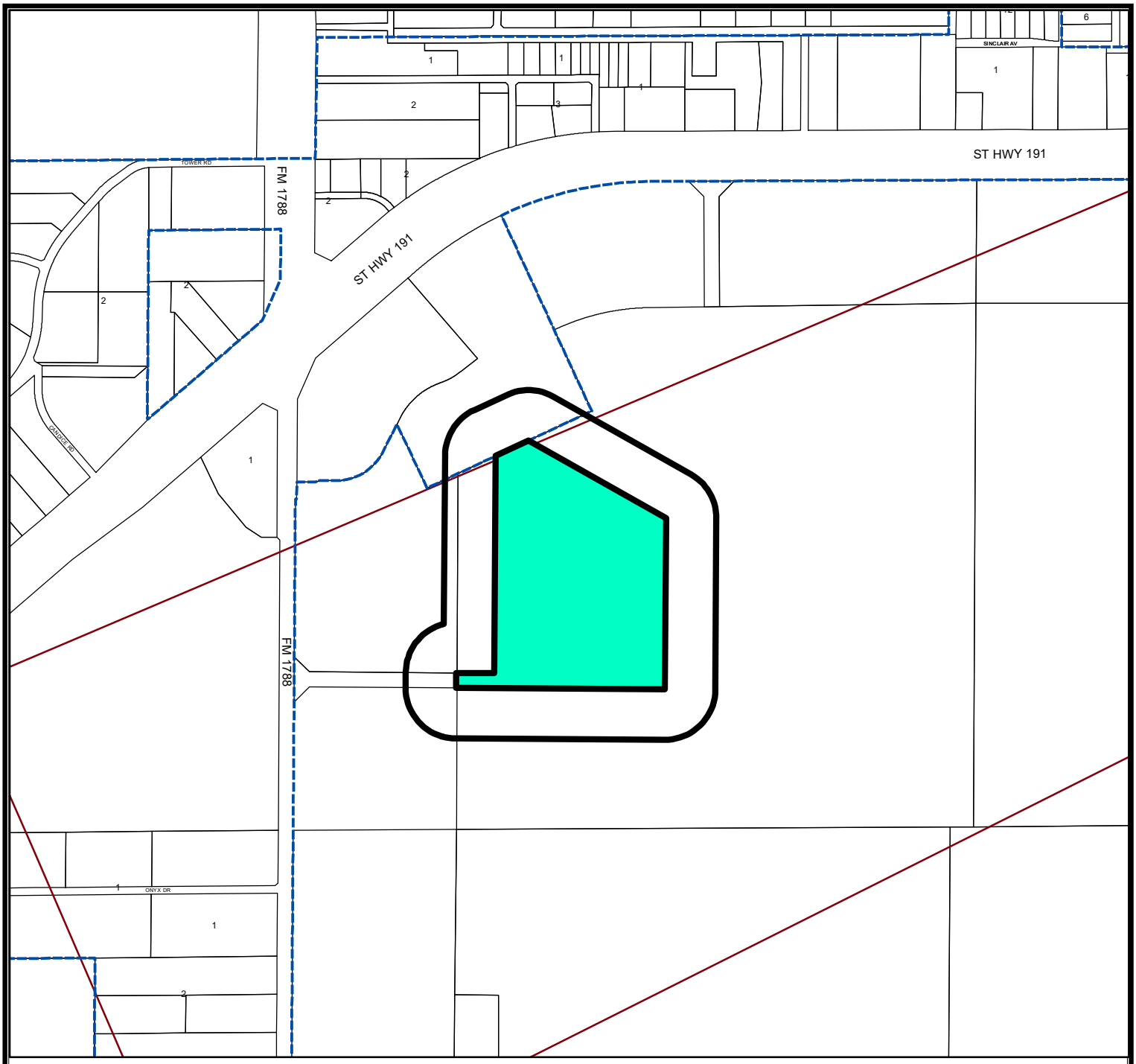
Linda D Oneal

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Metes and Bounds (Sealed by Surveyor) |
| ☑ Application Fee | ☑ Files in Digital Format (PDF/JPEG) |
| Check #_____ | ☑ Petition |
| Received By: Jeff Fisher | Date: 7-24-2023 |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

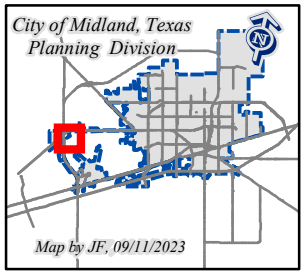
**A-23-0037** **Scale: 1" = 200'**

A 54.008-acre tract of land located in Section 42, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located approximately 1,550-feet south of State Highway 191 and approximately 1,725-feet east of North Farm-to-Market Road 1788. (District: None)

**LEGEND**

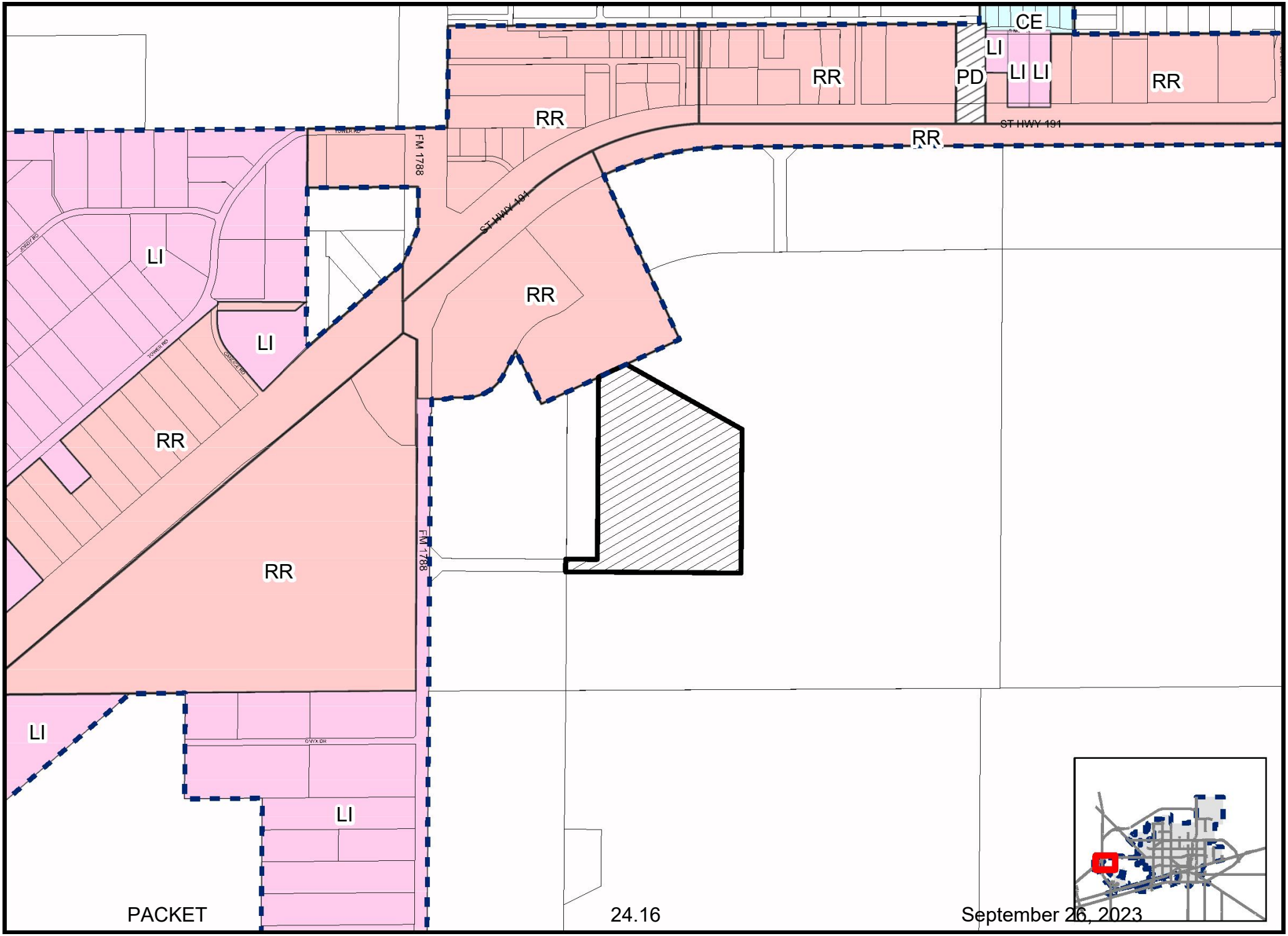
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOR IS IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



September 26, 2023




*Map By JF, 9/11/2023*

**A-23-0037**

**Scale: 1" = 200'**

# ZONING MAP

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UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

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# City Council Meeting

**Item Number:** 25

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Jeffrey Fisher, Planning Manager

**Subject:** AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Permian Basin Behavioral Health Center, is requesting the initial zoning of RR, Regional Retail District on a 54.008-acre tract of land out of Section 42, Block 40, T-1-S, T&P, RR Co. Survey, Midland County, Texas, located southeast of Farm-to-Market Road 1788 and State Highway 191.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No city funds are required to process this request.

**Discussion:**

The applicant, Permian Basin Behavioral Health Center, is requesting the initial zoning of

annexed land to RR, Regional Retail District.

The property to the north is zoned RR, Regional Retail, and the location of the UTPB Engineering Campus. The properties to the east, south, and west, and are outside the City Limits in the City's Extraterritorial Jurisdiction and are vacant.

This proposed initial zoning has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Engineering: (Approved)**

No objection to zoning. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

**Fire: (Approved)**

No objections.

**Code Administration: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Oil and Gas: (Approved)**

No Oil & Gas well concerns. Informational: 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. Please note if oil & gas wells are not identified or left off plat, this could prevent receiving city permits for structures. Any plugged and abandoned (P&A) well would need to be identified. No structure shall be built over an abandoned well.

**Planning:**

The property is located within the Air & Space Port Area of the Tall City of Tomorrow Comprehensive Plan. Policies in this area state that areas north of the airport should be protected for future development, with development in the near term being done in a way that does not limit the future economic development potential of the area. The proposed RR, Regional Retail District zoning is compatible with these policies, allowing a wide range of uses that support economic growth. An AOZ-4 waiver must be received prior to construction.

On August 21, 2023, the Planning and Zoning Commission recommended approval of the initial zoning to RR, Regional Retail District, and the applicant is going through the platting process.

Staff recommends approval of this initial zoning of RR, Regional Retail District, subject to Condition A.

**Condition:**

**A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District.**

**Letters of Objection:**

As of September 13, 2023, staff has received no letters of objection to this request.

**Attachments:**

Petition (Exhibit A)
Application
Maps

Morris Williams Jr.

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 54.008-ACRE TRACT OF LAND OUT OF SECTION 42, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN RR, REGIONAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 1,550 FEET SOUTH OF STATE HIGHWAY 191, AND APPROXIMATELY 1,725 FEET EAST OF FARM-TO-MARKET ROAD 1788; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a public hearing to be held before the City Council on September 26, 2023 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an RR, Regional Retail District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard, and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

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

SECTION ONE. That the initial zoning classification of the area indicated

Exhibit “A”, attached hereto and incorporated herein by reference, is hereby established as

an RR, Regional Retail District, and the Zoning District Map of the City of Midland, Texas,

is hereby amended to reflect the establishment of this initial zoning classification.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2023; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting “AYE”:

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

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

Council members voting "AYE":

member _____, on the ___ day of _____, A.D., 2023, at a regular meeting

Council members voting "NAY":

of the City Council:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____

Lori Merritt Blong, Mayor

ATTEST:

_____

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

_____

Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____

John Ohnemiller, City Attorney

# EXHIBIT "A"

## PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

MY COMMISSION EXPIRES

3-13-2025

Linda D Oneal
Notary Public, State of TX

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

# A 54.008-ACRE TRACT OF LAND IN SECTION 42, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY, MIDLAND COUNTY, TEXAS

A 54.008-acre tract of land in Section 42, Block 40, Township 1-South, T. & P. RR. Co. Survey, Abstract No. 802, Midland County, Texas, being a portion of that certain 3294.00-acre tract of land conveyed to Diamondback O&G, LLC, described as "Tract C" in a special warranty deed recorded in Instrument #2014-19954 of the Official Public Records of Midland County, Texas, said 54.008-acre tract being further described by metes and bounds as follows:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C", for the most westerly northwest corner of this tract, said beginning point having coordinates of NORTHING: 10,683,246.11 and EASTING: 1,703,474.95, Texas Coordinate System, Central Zone 4203, North American Datum of 1983, whence the northwest corner of said Section 42 bears *South 75 degrees 55 minutes 12 seconds West* a distance of 1338.25 feet and *North 14 degrees 04 minutes 48 seconds West* a distance of 4110.74 feet, per calls in previous deeds, and a 1/2-inch iron rod with a plastic cap marked "PLS 1974" found in the south line of a 40.0-acre tract conveyed to the Board of Regents of the University of Texas System, described in a donation deed recorded in Volume 2792, Page 776 of the Official Public Records of Midland County, Texas, at a point of intersection in the west line of said "Tract C" bears *North 14 degrees 06 minutes 26 seconds West* a distance of 1584.38 feet;

**(1)** THENCE *North 75 degrees 53 minutes 34 seconds East* a distance of 300.00 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set at a point of intersection for an ell corner of this tract;

**(2)** THENCE *North 14 degrees 06 minutes 26 seconds West* a distance of 1724.29 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the north line of said "Tract C", same being the south line of said 40.0-acre tract, at a point of intersection for the most northerly northwest corner of this tract, whence said 1/2-inch iron rod with plastic cap marked "PLS 1974" bears *South 50 degrees 53 minutes 27 seconds West* a distance of 331.02 feet and a 1/2-inch iron rod with a plastic cap marked "LCA ODESSA" found at the southwest corner of said 40.0-acre tract bears *South 50 degrees 53 minutes 27 seconds West* a distance of 610.78 feet;

**(3)** THENCE *North 50 degrees 53 minutes 27 seconds East*, along the south line of said 40.0-acre tract, a distance of 286.93 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most northerly northeast corner of this tract, whence a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of said 40.0-acre tract bears *North 50 degrees 53 minutes 27 seconds East* a distance of 542.13 feet;

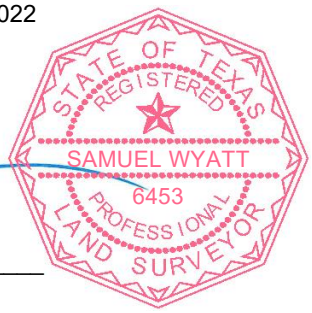
**(4)** THENCE *South 75 degrees 06 minutes 26 seconds East* a distance of 1253.03 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the most easterly northeast corner of this tract;

**(5)** THENCE *South 14 degrees 06 minutes 26 seconds East* a distance of 1358.08 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set for the southeast corner of this tract;

**(6)** THENCE *South 75 degrees 53 minutes 34 seconds West* a distance of 1655.97 feet to a 1/2-inch iron rod with a plastic cap marked "PARKHILL RPLS 6453" set in the west line of said "Tract C" for the southwest corner of this tract, whence a 1/2-inch iron rod found in the west line of said "Tract C" bears *South 14 degrees 06 minutes 26 seconds East* a distance of 2433.38 feet;

**(7)** THENCE *North 14 degrees 06 minutes 26 seconds West*, along the west line of said "Tract C", a distance of 120.00 feet to the **POINT OF BEGINNING**. Bearings, coordinates, distance and areas called in this description are at grid, based on the Texas Coordinate System, Central Zone 4203, North American Datum of 1983. This survey is subject to any facts which may be disclosed by a full and accurate title search. Record documents other than those shown may affect these tracts.

Surveyed on the ground: September 14, 2022
Signed: September 24, 2022




Samuel Wyatt, RPLS 6453

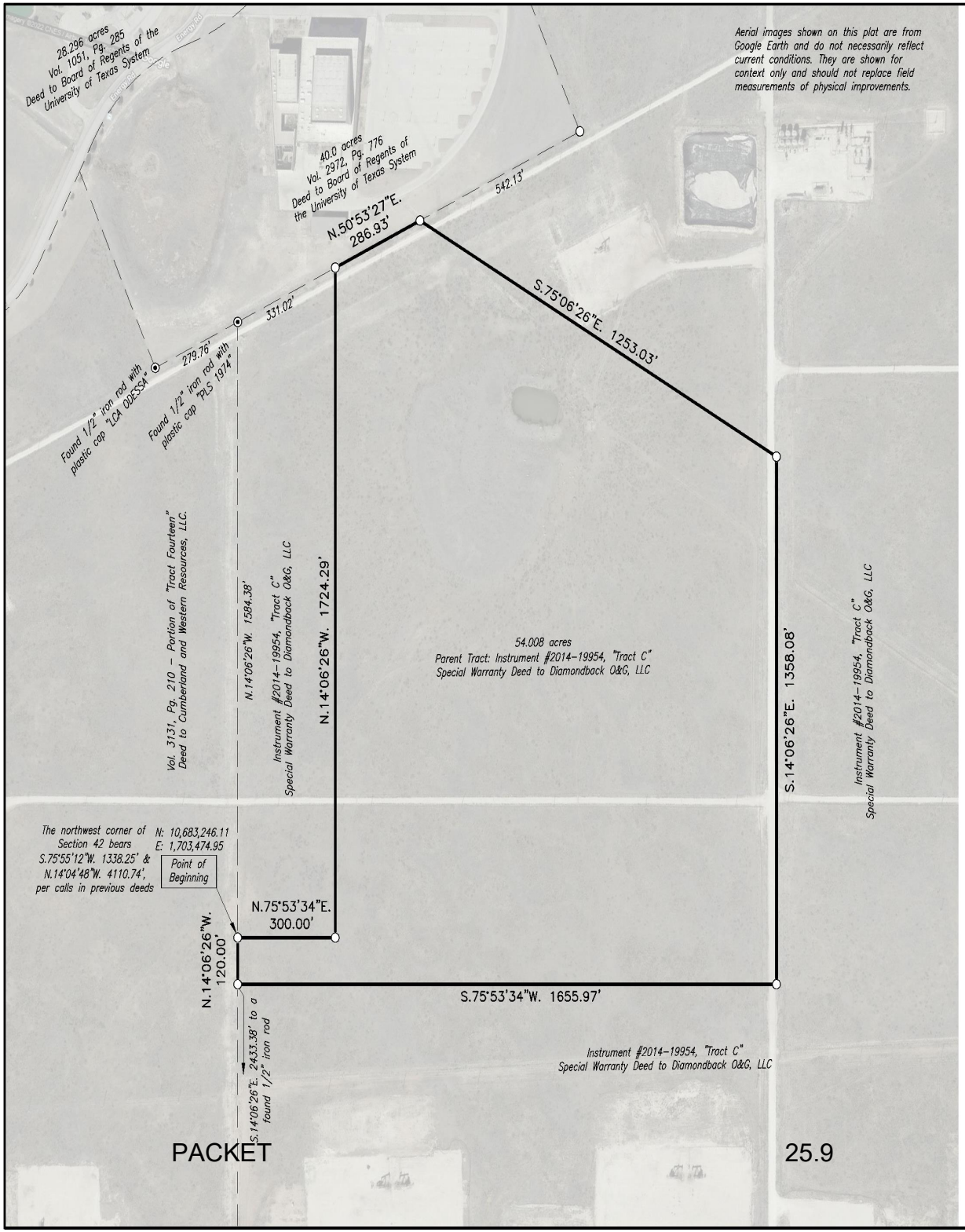



EXHIBIT A

# A 54.008-ACRE TRACT IN SECTION 42, BLOCK 40, T-1-S, MIDLAND COUNTY, TEXAS

PARENT TRACT: INSTRUMENT NUMBER 2014-19954,
OFFICIAL PUBLIC RECORDS OF MIDLAND COUNTY, TEXAS

NORTH

0 300' 600' 900' 1200' 1500'

LEGEND:

SCALE: 1" = 300'

○ = SET 1/2" IRON ROD WITH CAP "PARKHILL RPLS 6453".

⊙ = FOUND 1/2" IRON ROD WITH CAP

● = FOUND 1/2" IRON ROD

SURVEYOR'S REPORT:

BEARINGS, COORDINATES, DISTANCES AND AREAS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83.

THIS SURVEY IS SUBJECT TO ANY FACTS WHICH MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH. RECORD DOCUMENTS OTHER THAN THOSE SHOWN MAY AFFECT THIS TRACT.

MONUMENTS INDICATED AS FOUND BY THIS SURVEY ARE NOT "PHYSICAL MONUMENTS OF RECORD DIGNITY" UNLESS SO NOTED.

FOUND MONUMENTS ARE ACCEPTED BY THIS SURVEYOR AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

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

A METES AND BOUNDS DESCRIPTION OF THIS TRACT IS SHOWN ON A SEPARATE DOCUMENT ATTACHED HEREWITH.

THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

## PETITION FOR ANNEXATION

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As current owner of the tract(s) of land described in Exhibit(s) A (the "Property"), said Exhibit(s) being attached hereto and incorporated herein, Permian Basin Behavioral Health Center ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Signature of Owner or Owner's Authorized Representative

Russell Meyers
Printed Name

President
Title

THE STATE OF TX §
§
COUNTY OF Midland §

This instrument was acknowledged before me on the 11th day of July, 2023, by Russell Meyers in the capacity herein stated.

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3-13-2025

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Notary Public, State of TX

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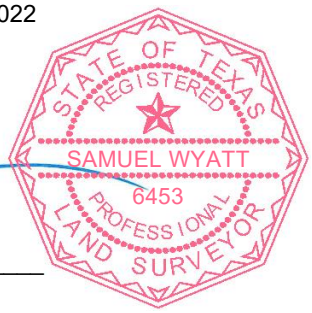


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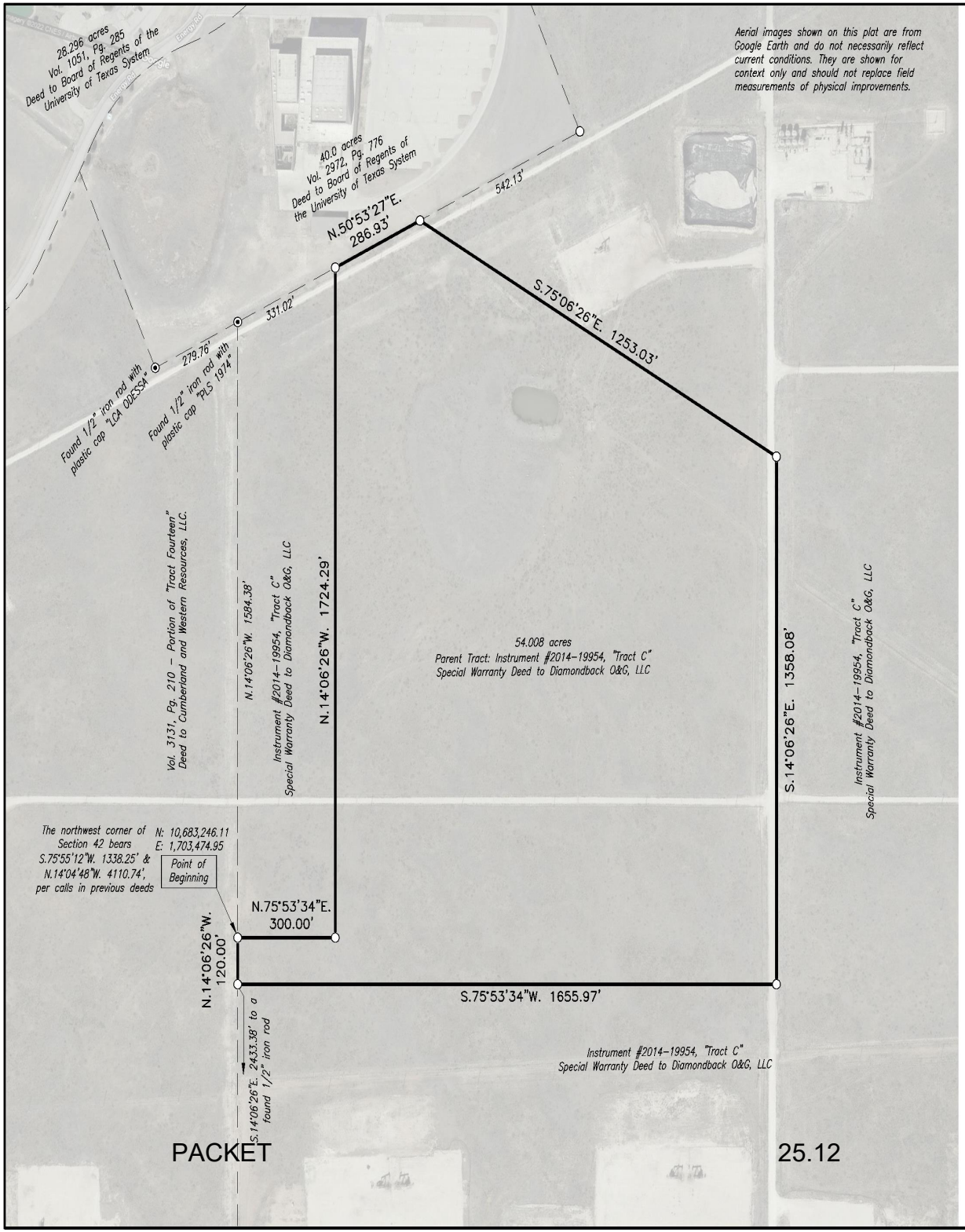


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SURVEYED: SEPTEMBER 14, 2022
SIGNED: SEPTEMBER 24, 2022

STATE OF TEXAS
REGISTERED
SAMUEL WYATT
6453
PROFESSIONAL
LAND SURVEYOR

SAMUEL WYATT
R.P.L.S. 6453

Parkhill
Parkhill.com
TBPELS FIRM REGISTRATION NO. 10194091

MIDLAND Planning Division

**Annexation/Initial Zoning Application**

Project Number: A-23-0337

Case Number:

| **Applicant** *(if acting as Agent, see affidavit on page 2)* Printed Name: Russell Meyers | | Phone 432-661-8000 Email russellmeyers@midlandmemorialfoundation.org | |
|---|---|---|---|
| Address PO Box 61950 | City Midland | State TX | Zip 79705 |

| **Property Owner** Printed Name: Permian Basin Behavioral Health Center | | Phone 432-661-8000 Email | |
|---|---|---|---|
| Address | City | State | Zip |

| **Representative** *(if different from Applicant or Property Owner)* Firm: Dunaway Printed Name: Tim Hair | | Phone 432-699-4889 Email thair@dunaway.com | |
|---|---|---|---|
| Address 4000 N. Big Spring Street Suite 101 | City Midland | State TX | Zip 79705 |

**Street Address:** Section 42, Block 40, T-1-S Midland County Texas

**Legal Description**
Lot: Block: Subdivision:

**Current Zoning:** N/A

**Proposed Zone:** RR
*(List by tracts if more than one district is requested)*

**Reason for Annexation/Zone Change Request:** Subject property is the site for the future Permian Basin Behavioral Health Center.
The Behavioral Health Center will include both hospital and office uses, with adjacent Regional Retail

**Present Use of Property:** Undeveloped/Vacant

**Proposed Use of Property:** Mental Health Hospital; Special Use Designation will be requested separately.

**How would this annexation/zone change affect the public health, safety and welfare?**
It would enable the construction of a significant regional health facility, bringing increased mental health care capacity and new modalities to the Permian Basin.

**Describe how this annexation/zone change will affect adjacent properties:**
Adjacent properties are mostly undeveloped. UT Permian Basin shares a small segment of property l

**Submittal and Fees**
**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

| **Signature** *(by property owner only – authorized agent must sign affidavit below)* | |
|---|---|
| Applicant (signature): | Date: 7/11/23 |
| Applicant (printed): Russell Meyers | |
| Property Owner (signature): | Date: 7/11/23 |
| Property Owner (printed) : Russell Meyers | |

*The Annexation/Initial Zoning 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 Russell Meyers who, being by me duly sworn, upon oath says: That (s)he is authorized by Permian Basin Behavioral Health Center, 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 11th day of July, 2023, to certify which witness my hand and seal of office.

LINDA D. ONEAL
My Notary ID # 131041371
Expires March 13, 2025

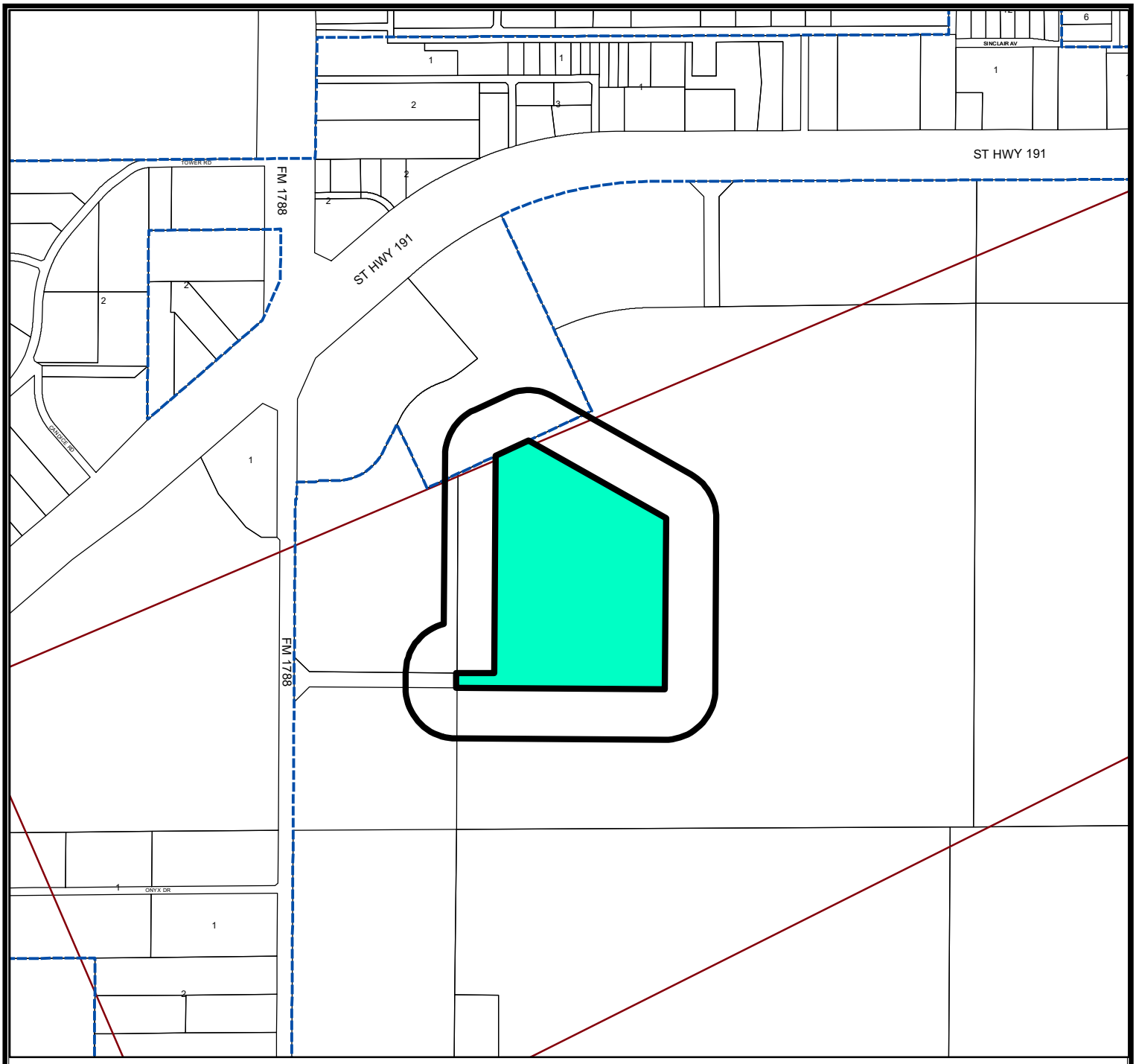
Linda D Oneal

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Metes and Bounds (Sealed by Surveyor) |
| ☑ Application Fee | ☑ Files in Digital Format (PDF/JPEG) |
| Check #_____ | ☑ Petition |
| Received By: Jeff Fisher | Date: 7-24-2023 |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

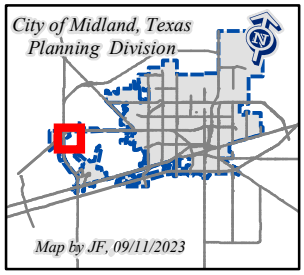
**Z-23-0338** **Scale: 1" = 200'**

A 54.008-acre tract of land located in Section 42, Block 40, T-1-S, T&P RR. Co Survey, Midland County, Texas.

Generally located approximately 1,550-feet south of State Highway 191 and approximately 1,725-feet east of North Farm-to-Market Road 1788. (District: None)

**LEGEND**

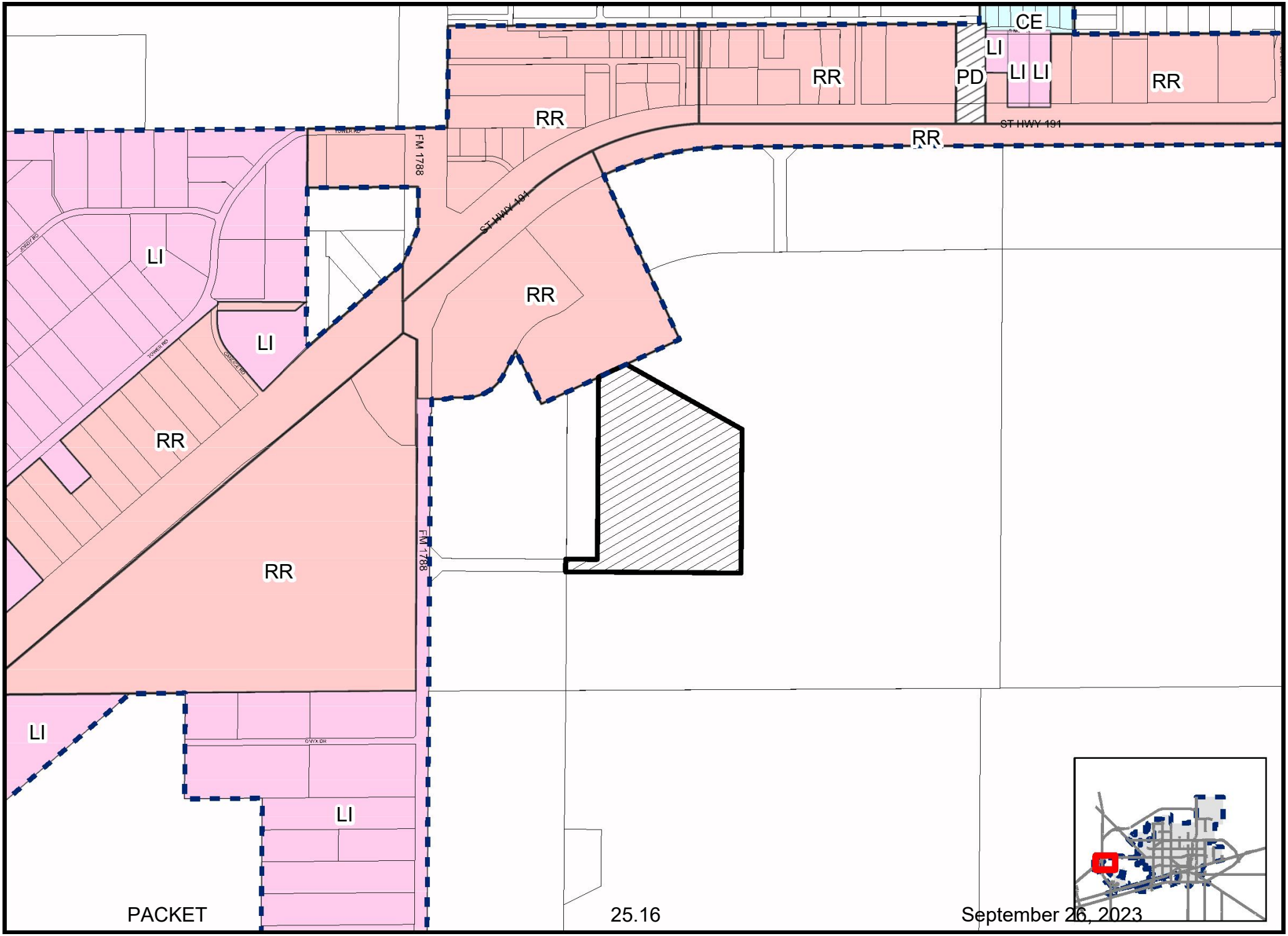
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS




©THE CITY OF MIDLAND - 2021
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE ONLY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



September 26, 2023




*Map By JF, 9/11/2023*

**Z-23-0038**

**Scale: 1" = 200'**

# ZONING MAP

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UCT, NOR IS IT DESIGNED
INFORMATION CONTAINED
THE USE OF THIS DATA.

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# City Council Meeting

**Item Number:** 26

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Landon Ochoa, Senior Planner

**Subject:** AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE 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 (DISTRICT 4) (DEVELOPMENT SERVICES)

---

**Purpose:**

The applicant, Stephen Nelson, is requesting a Zone Change from PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District, in part, and MF-16, Multiple-Family Dwelling District in part, to PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District to amend the previously adopted site plan to add a greenhouse to the community and to expand the boundaries of the Planned Development.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Current Zoning:**

The property is currently zoned PD, Planned District for Housing Development (Ordinance No. 8126) with a base zoning of MF-16, Multiple-Family Dwelling, in part, and MF-16, Multiple-Family Dwelling District, in part.

**Surrounding Zoning and Land Use:**

The properties to the north are zoned PD, Planned Development District for a Shopping Center (Ordinance No. 8327), PD, Planned Development District for Housing Development (Ordinance No. 5916), and SF-3, Single-Family Dwelling District, and the locations of a storage facility and residences. The properties to the east are zoned SF-3, Single-Family Dwelling District and SF-2, Single-Family Dwelling District, and are the locations of residences. The properties to the south are zoned PD, Planned Development District for a Transitional District (Ordinance No. 6739), PD, Planned Development District for Housing Development (Ordinance No. 9586), SF-1, Single-Family Dwelling District and MF-16, Multiple-Family Dwelling District, and the locations of a commercial use, residences, and vacant properties. The properties to the west are zoned SF-1, Single-Family Dwelling District and SF-3, Single-Family Dwelling District, and the locations of residences.

**Analysis:**

The applicant is requesting to amend the site plan previously approved by the City Council to add the new greenhouse as shown in Exhibit A. The boundaries of the Planned Development District are also being expanded to include the northeast portion of the community currently zoned MF-16, Multiple-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

**Fire: (Approved)**

No objections.

**Building: (Approved)**

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

**Engineering: (Approved)**

No objection to zone change. [For the Applicant’s information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during

construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

**Oil & Gas: (Approved)**

No Oil and Gas issues.

**Transportation: (Approved)**

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

**Planning:**

The Tall City Tomorrow Comprehensive Plan designates this area as Urban-Medium Neighborhood Center (U-M NC) which calls for a mix of traditional neighborhood businesses including small scale commercial, office, civic, and residential. The commercial uses should be low impact and provide a variety of neighborhood services. Most of the property is classified as U-M NC. A greenhouse would complement the existing residential use of the property and is in conformance with this designation.

The Planning & Zoning Commission recommended approval of this request on August 21, 2023.

Staff recommends approval of this request for a Zone Change from PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District, in part, and MF-16, Multiple-Family Dwelling District in part, to PD, Planned Development District for Housing Development with a base zoning of MF-16, Multiple-Family Dwelling District subject to condition A.

**Condition:**

A. **That the use and development of the property shall significantly conform to the site plan attached hereto as Exhibit "A".**

**Letters of Objection:**

As of September 15, 2023, staff has received one letter of objection to this request.

**Attachments:**

Site Plan (Exhibit A)
Application
Ordinance 8126
Maps

Morris Williams Jr.

City Manager's Office

**ORDINANCE NO. _____**

**AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE TRINITY TOWERS MANOR, SECTIONS 1, 2 AND 3, AND ARBOR PARK, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT, IN PART, AND MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, TO PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOOP 250 AND SUNSHINE 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 Trinity Towers Manor, Sections 1, 2 and 3, and Arbor Park, Section 6, City and County of Midland, Texas (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 PD, Planned Development District for a Housing Development, in part, and MF-16, Multiple-Family Dwelling District, in part, to PD, Planned Development District for a Housing Development.

**SECTION TWO.** That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

MF-16, Multiple-Family Dwelling District.

**SECTION THREE.** That a site plan, which is attached hereto as Exhibit "A" 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:

That the use and development of the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

**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., 2023; 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., 2023, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2023.

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

01 Site Plan

SCALE 1" = 50'-0"

EXHIBIT "A"

A-1

Site Plan

Scale 1"=50'-0"

Revisions: 7.24.23

The Village at Manor Park

Site Development Plans

PEVEHOUSE PARK

The Village at Manor Park, Midland, Texas

5.31.23

KDCA associates

Planning + Design Solutions

MIDLAND
Planning Division

**Zone Change/Planned District Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: STEPHEN NELSON-REPRESENTATIVE AGENT | | Phone (432 )689.9898<br>Email S.NELSON@MANORPARKINC.ORG | |
| Address 2208 NORTH LOOP 250 WEST | City MIDLAND | State TX | Zip 79707 |

| | | | |
|---|---|---|---|
| **Property Owner**<br>Printed Name: MANOR PARK, INC. | | Phone (432 ) 689.9898<br>Email SNELSON@MANORPARKINC.ORG | |
| Address 2208 NORTH LOOP 250 WEST | City MIDLAND | State TEXAS | Zip 79707 |

| | | | |
|---|---|---|---|
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: _____<br>Printed Name: | | Phone ( )<br>Email | |
| Address | City | State | Zip |

**Street Address:** 2208 NORTH LOOP 250 WEST

**Legal Description**
Lot: 1-3A Block: 1 Subdivision: TRINITY TOWERS MANOR, SECTION 1-3

| | |
|---|---|
| **Current Zoning:** PLANNED DISTRICT | **Proposed Zone:** *(List by tracts if more than one district is requested)* |

**Reason for Zone Change Request:** PD DISTRICT SITE MODIFICATION. GREEHOUSE ADDED TO THE EXISTING PARK/PLAZA

**Present Use of Property:** OPEN PLAZA FOR RETIREMENT HOME WITH LANDSCAPING AND CABANA

**Proposed Use of Property:** OPEN PLAZA FOR RETIREMENT HOME WITH LANDSCAPING AND GREENHOUSE

**How would this zone change affect the public health, safety and welfare?** ALTHOUGH THE PROPOSED SITE PLAN'S USE MODIFICATIONS WILL BE INSIGNIFICANT, THE NEW IMPROVED SITE WILL PROVIDE A HIGHER QUALITY OF LIFE WITHOUT AFFECTING HEALTH, SAFETY AND WELFARE.

**Describe how conditions affecting the property have changed since present zoning designation:** ADDITIONAL LANDSCAPING + SMALL GREENHOUSE

**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): Stephen Nelson

Applicant (printed): STEPHEN NELSON | Date: 07.20.2023

Property Owner (signature): Stephen Nelson

Property Owner (printed): Stephen Nelson | Date: 07.20.2023

*The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear STEPHEN NELSON who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by MANOR PARK, INC., 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.

Tiffany Barnes
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24 day of July, 2023, to certify which witness my hand and seal of office.

TIFFANY JEAN BARNES
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 124661883

Tiffany Barnes
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

- ☐ Property Owner Authorization
- ☑ Application Fee
- Check # 3632
- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: _____ Date: RECEIVED JUL 24 2023 BY: _____

****Application will not be considered for scheduling until reviewed by a planner.****

CARLISLE VERNON K
2413 ARBOR CIR
MIDLAND TX 79707 6101

MIDLAND
Planning Division

# PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday, August 21, 2023**, in the Council Chambers, City Hall, 300 N. Loraine, Midland, Texas 79701 and via videoconference, on a request by **Stephen Nelson** for approval of a **Zone Change** on the following described property:

**LEGAL DESCRIPTION:** Trinity Towers Manor, Sections 1-3 and Arber Park, Section 6, City and County of Midland, Texas.

**LOCATION:** Generally located on the on the southeast corner of the intersection of Loop 250 West and Sunshine Parkway. (Council District 4)

**PROPOSED ZONING:** **From:** PD, Planned Development District for Housing Development (Ordinance No. 8126), in part, and MF-16, Multiple-Family Dwelling District

**To:** PD, Planned Development District for Housing Development

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

**I object to this request** VC **Comments:**

_____

**Required Information:**

Vernon Kent Carlisle — Property Owner's Signature
Vernon Kent Carlisle — Printed Name
2413 Arbor Circle — Property Address (**No P. O. Boxes**)

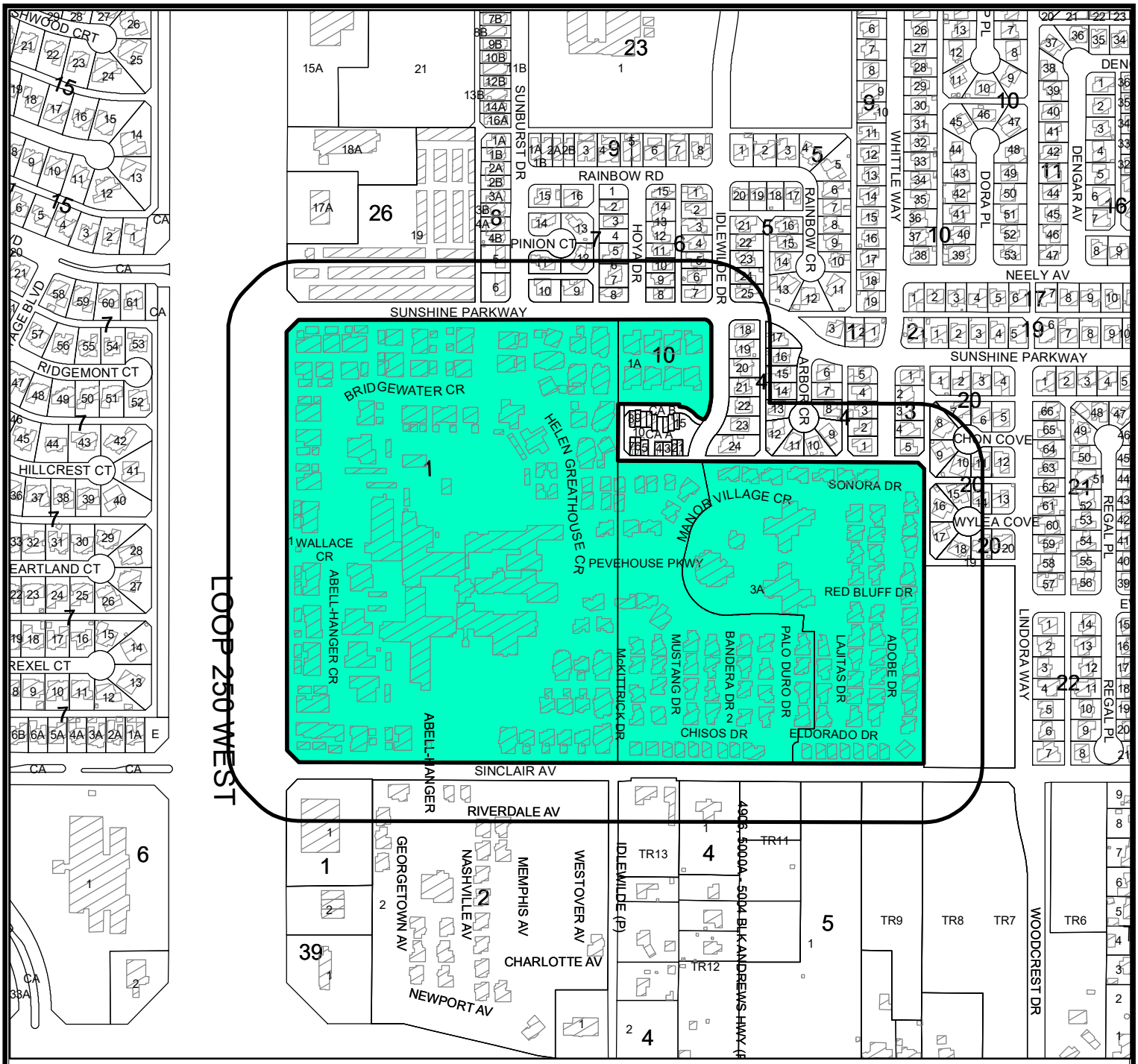
If any further information is desired, please contact the Planning Division, at 685-7400.
Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 72
Date Mailed: August 10, 2023
Case Number: Z-23-0339
Case Name: Manor Park
LO Planner's Initials

Sandra Cabrera for
Jeffrey Fisher
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Videoconference information will be available by accessing the meeting agenda at https://www.midlandtexas.gov/967/primegov-meeting


www.MidlandTexas.gov
Planning Division ▪ 300 N. Loraine, Midland TX 79702 ▪ 432-685-7400




# LOCATION MAP

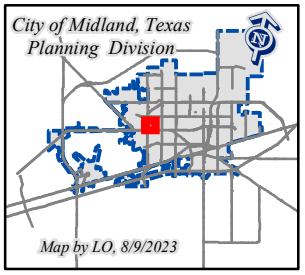
**Z-23-0339** **Scale: 1" = 5,862'**

A request by Stephen Nelson for a Zone Change from PD, Planned Development District for Housing Development, in part, and MF-16, Multiple-Family Dwelling District, in part, to PD, Planned Development District for Housing Development on all lots in Trinity Towers Manor, Sections 1-3 and Arbor Park, Section 6, City and County of Midland, Texas.

Generally located on the southeast corner of the intersection of Loop 250 West and Sunshine Parkway. (Council District 4)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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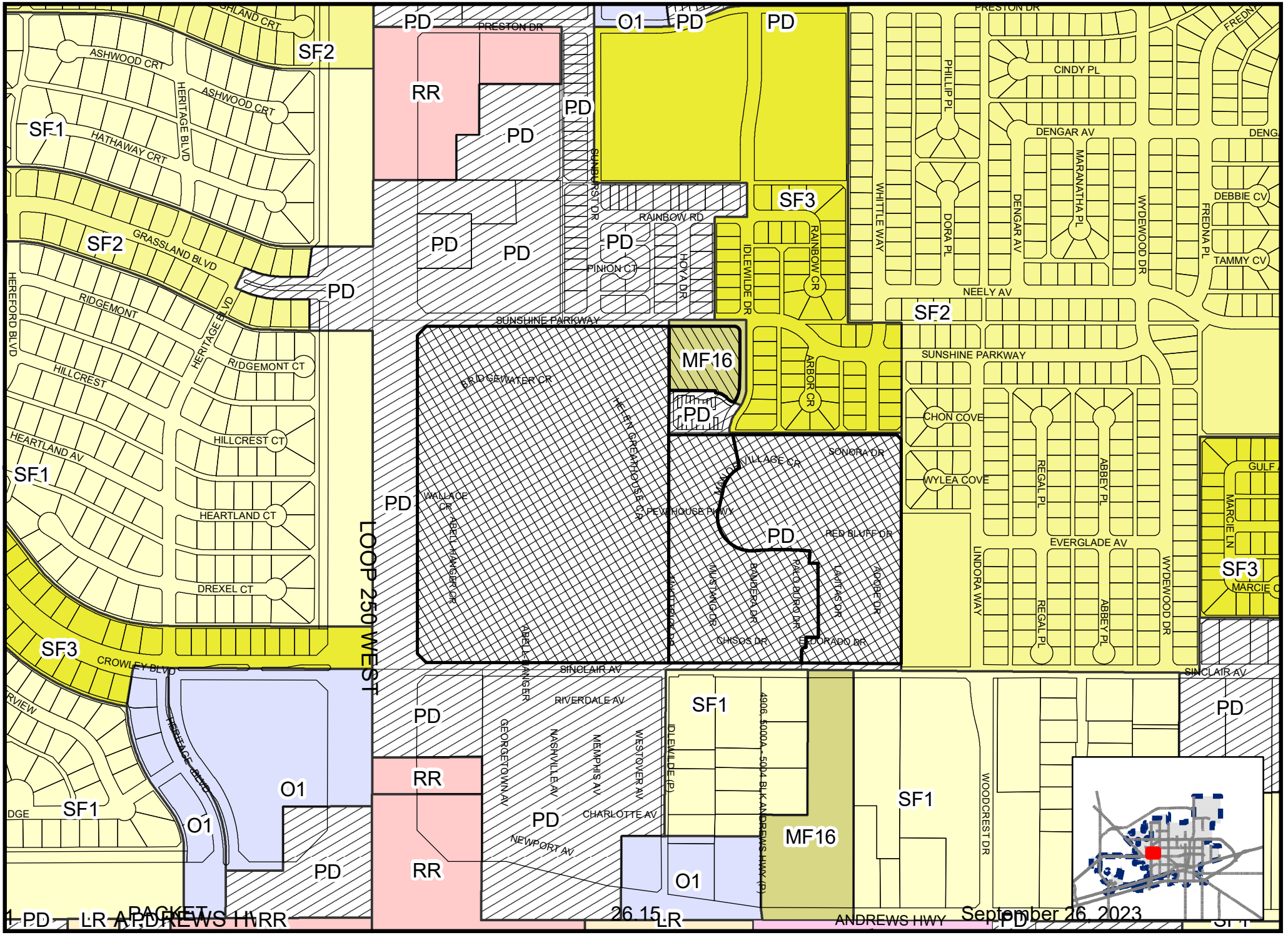
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By LO, 8/14/2023*

**Z-23-0339**

**Scale: 1" = 6,458'**

# ZONING MAP

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**ORDINANCE NO.** 8126

**AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, TRINITY TOWERS MANOR, SECTION 1; AND A 25.71-ACRE TRACT OUT OF SECTION 19, BLOCK 39, T-1-S, T & P RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT AND 1F-3, ONE-FAMILY DWELLING DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; AND EXPRESSLY REPEALING ORDINANCE NO. 6213; 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 and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, 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 the creation of a PD, Planned District for a Housing Development set out hereinafter and subject to the conditions and restrictions set out hereinafter;

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

**SECTION ONE.** That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Housing Development and 1F-3, One-Family Dwelling District, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and

restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 1, Trinity Towers Manor, Section 1; and a 25.71-acre tract out of Section 19, Block 39, T-1-S, T & P Railroad Company Survey, Midland County, Texas. (As further described on the attached metes and bounds description, Exhibit "A", incorporated herein by reference.)

**SECTION TWO.** That said property shall be subject to the following conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of this property shall conform to the conditions shown on the attached site plan, Exhibit "B", in all respects.

C. That the maximum building height for Lot 1, Block 1, Trinity Towers Manor, Section 1 shall not exceed 65 feet or four stories. The maximum building height for Lot 2, Block 2 shall be 80 feet, or five stories.

D. That the indicated six-foot tall screening fence around the east 25 acres of this property may be installed in phases. The landscaping indicated along Sinclair Avenue may also be installed in phases, concurrently with the fence construction.

E. That the landscaping internal to the site may be installed in phases as construction progresses, provided that a minimum of 15 percent of each developing area is landscaped, and that the total landscaping once all construction is complete is 15 percent. All landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

F. That the minimum number of required parking spaces shall be as shown on Exhibit "B."

G. That all fixtures for security lighting within the eastern 25 acres shall not be mounted higher than 20 feet above natural grade.

H. That Ordinance 6213 is repealed.

**SECTION THREE.** 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 FOUR.** 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, and Ordinance no. 6213 is hereby expressly repealed..

**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 thousand dollars ($2,000.00).

**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 27th day of August, A.D., 2002; and passed to second reading on motion of Council member Simpson, seconded by Council member Bradford, by the following vote:

Council members voting "AYE": Simpson, Bradford, Perry, Morgan, Dingus, Canon and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Simpson, seconded by Council member Dufford, on the 10th day of September, A.D., 2002, at a regular

meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Bradford

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of September, A.D., 2002.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

# CERTIFICATE

THE STATE OF TEXAS

COUNTY OF MIDLAND

DOC 23786 VOL 2077 PG 755

ify co

## ZONING FOR TRINTY TOWER MANOR, SECTION 2

### LEGAL DESCRIPTION FOR A 25.71 ACRE TRACT LOCATED IN SECTION 19, BLOCK 39, T-1-S, T. & P. RR. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract in the center of Sinclair Avenue, from whence a 5/8" iron rod found, as set by the City of Midland, Engineering Department, at the Southeast corner of Lot 1, Block 1, Trinity Tower Manor, as recorded in Cabinet D, Page 76, Plat Records of Midland County, Texas and the Northwest corner of said 0.271 Acre right of way dedication in Volume 1185, Page 543, bears N15°15'02"W, a distance of 34.18 feet, also from said point of beginning, the Southwest corner of said Section 19, Block 39, T-1-S, based on calls of the 10.0 Acre Tract recorded in Volume 961, Page 1, bears S74°45'W, a distance of 1202.3 feet and S15°15'E, a distance of 1113.00 feet;

THENCE N15°15'02"W with and projections of the East line of said Lot 1, Block 1, and the West boundary line of said 10.0 Acre tract, at 1062.94 feet pass the Northwest corner of said 10.0 Acre Tract, continuing for a total distance of 1072.94 feet to the Northwest corner of this tract in the center of an existing alley, from whence a ½" iron rod found at the Northeast corner of said Lot 1, Block 1, bears N15°15'02"W a distance of 472.87 feet;

THENCE N74°48'58"E with the center of an existing alley, a distance of 1044.56 feet to the Northeast corner of this tract, from whence the Northeast corner of a 5.0 Acre Tract as described in Volume 649, Page 288, Deed Records bears S15°11'17"E, a distance of 10.00 feet;

THENCE S15°11'17"E with and projections of the West boundary line of Wydewood Estates, Section 4, as recorded in Cabinet C, Page 47, Plat Records of Midland County, at 1042.64 feet pass a 5/8" iron rod found at the Northeast corner of said 0.058 Acre dedicated for right of way as described in Volume 1221, Page 485, Official Records of Midland County, continuing for a total distance of 1072.70 feet to the Southeast corner of this tract, in the center of Sinclair Avenue;

THENCE S74° 48'10"W with the center of Sinclair Avenue, a distance 1043.40 feet to the Place of Beginning.

I, J. Stan Piper, Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground at various dates through June 5, 2002.

J. Stan Piper
Professional Land Surveyor

Prepared for:
Parkhill, Smith, and Cooper, Inc.
Attn.: Mr. Jay Edwards
5214 Thomason
Midland, TX 79703
(915) 697-1447

PIPER SURVEYING CO., BOX 60432, MIDLAND, TX 79711, (915) 550-7810



Exhibit "A"

Ord. 8126

# PLANNED DISTRICT SITE PLAN

# TRINITY TOWERS MANOR
## SECTION 2

Original Scale: 1"=100'

SUBMITTED TO CITY STAFF
June 10, 2002

SUBMITTED TO P&Z COMMISSION
July 15, 2002

## NOTES:

- SHADED AREAS DENOTED BY TO BE PAVED.
- SHADED AREAS DENOTED BY TO BE SIDEWALK.
- SHADED AREAS DENOTED BY TO BE IRRIGATED & LANDSCAPED INCLUDING TREES, GRASS OR SHRUBS – WHICH MAY BE ENHANCED BY OTHER LANDSCAPE MATERIALS.
- SHADED AREAS DENOTED BY ARE FUTURE BUILDINGS.
- SHADED AREAS DENOTED BY ARE EXISTING RESIDENCES.
- SHADED AREAS DENOTED BY ARE EXISTING ASSISTED LIVING AND ADMINISTRATIVE FACILITIES
- SCREEN WALL DENOTED BY
- ALL PARKING AND SITE WORK TO BE DESIGNED IN ACCORDANCE WITH TDLR STANDARDS.
- ALL STRUCTURES TO CONSIST OF BRICK/STUCCO EXTERIOR WITH STANDING SEAM METAL OR COMPOSITION ROOFS.
- ALL SINGLE FAMILY RESIDENCES TO HAVE A MAXIMUM BUILDING HEIGHT OF 28'-9". TYPICAL RESIDENTIAL SETBACK 15' MIN.
- LANDSCAPED AREA TO EXCEED 15% OF TOTAL SITE AREA.
- THE CONTROLLED ACCESS GATES AND ALL INTERNAL PARKING ISLES TO BE ACCESSIBLE BY EMERGENCY VEHICLES. THE ACCESS GATE SPECIFICATIONS AND TURNING RADII TO BE APPROVED BY THE CITY OF MIDLAND PRIOR TO CONSTRUCTION.
- FIRE HYDRANTS WILL BE PROVIDED WITHIN THE COMPLEX. THE FIRE HYDRANT LAYOUT IS TO BE APPROVED BY THE CITY OF MIDLAND PRIOR TO CONSTRUCTION.
- REFUSE COLLECTION TO BE HANDLED BY PRIVATE COMPANY.
- APPROXIMATE PARKING PROVIDED (NOT INCLUDING INDEPENDENT LIVING PARKING) APPROX. 590 SPACES.

SUNSHINE PARKWAY

Controlled Access – Existing Secure Gated Entrance

WEST LOOP 250 (Access Road)

SINCLAIR AVENUE

Existing Sign

Existing Sign

Controlled Access – Proposed Secure Gated Entrance & Sign.

BRIDGEWATER CIRCLE

BRIDGEWATER CIRCLE

ABELL HANGER CIRCLE

FASKEN BOULEVARD

WALLACE CIRCLE

ARBOR CR.

LOT 1 BLOCK 1

LOT 2 BLOCK 1

BUILDING
3 Stories
Max. Ht.=50'
50 Units Max.

Future Nursing Care Facility
100 Units Max.

BUILDING
4 Stories
Max. Ht.=65'

BUILDING
Max. Ht. = 30'

Future Assisted Living Facility
120 Units Max.

4 Stories
Max. Ht. = 64'

BUILDING
5 Stories
Max. Ht. = 80'

Future Independent Living Facility
60 Units Max.

PDHD

MF1

TH

1F1

1F2

1F3

PDSC

CHON

WYLEA

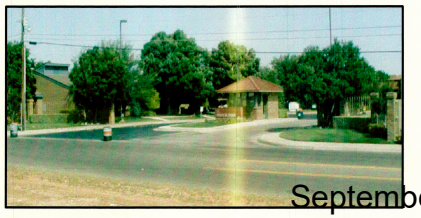
Typical Street R.O.W. Landscaping

Typical Screen Wall/Fence
(6' High–Typical)

Typical Landscaping on Campus

Typical Residential Elevation

Typical Assisted Living Facility Elevation



Typical Entrance & Sign

TRINITY TOWERS MANOR
SECTION 2
SITE PLAN

RECEIVED
AUG 22 2002

PREPARED BY:
PLANNING & DEVELOPMENT
CITY OF MIDLAND

PSC Parkhill, Smith & Cooper, Inc.
Engineers Architects Planners

CASE NO. Z-C-2-02 2002
Ord. No. 8126



Exhibit "B"

# City Council Meeting

**Item Number:** 27

**Meeting Date:** September 26, 2023

**To:** City Council / City Manager

**From:** Daniel Humbert, Planner

**Subject:** RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BENEFIT CONCERT ON LOT 1, BLOCK 19, ELMWOOD ADDITION, SECTION 3, LOT 2A, BLOCK 19, ELMWOOD ADDITION, SECTION 7, LOTS 13 THROUGH 20, BLOCK 6, S. W. ESTES ADDITION, AND LOT 1A, BLOCK 5, S. W. ESTES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WHITAKER STREET AND WEST KANSAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DISTRICT 2) (DEVELOPMENT SERVICES)

---

**Purpose:**

Consider a request by Elizabeth Harris-Jurado for approval of a Temporary Land Use Permit for a benefit concert.

**Recommended City Council Action:**

Approve

**Fiscal Impact:**

No City funds are required to process this request.

**Discussion:**

Elizabeth Harris-Jurado is requesting a Temporary Land Use permit to have a benefit concert located on the above described property as seen on the attached site plan (Exhibit A). There will be alcohol at this event. There will be live music and four peace officers provided. There will be eleven unisex toilets provided on site. Fifteen sinks will also be provided.

The event will last from:

**October 6, 2023, from 9a.m. to 10p.m. (set-up)**
**October 7, 2023, from 5 p.m. to 10 p.m. (event)**
**October 7, 2023, 10p.m. to 12a.m. (tear-down)**

This request has been circulated to all pertinent City departments for review. Below are the departments' comments:

**Engineering: (Approved)**

No objections. [For the Applicant's information only.]

**Transportation: (Approved)**

No objections. [For the Applicant's information only.]

**Fire: (Approved)**

This event requires a site inspection by the fire department. Tent structure must meet all requirements of IFC 2015 ed. and NFPA fire retardant compliance Food concessions are required to meet IFC 2015 ed. and local ordinances Arts and crafts vendors may not use open flame devices without special inspection for each site. Fire extinguishers must be available at each vendor (2A-10BC min size) Immediate access to fire department connections shall be maintained at all times and without obstructions by fixed or moveable objects.

**Building Code: (Approved)**

No objections. All canopies, tents, and stages must be erected according to manufacturer's instruction and anchored down or tied down in a manner that prevents damage to other properties and helps to prevent a safety risk to other people in the event of adverse weather. All sanitary facilities must be maintained in a reasonable manner and be easily located by the public.

**Oil and gas: (Approved)**

No Oil and Gas issues.

**Planning: (Approved)**

This temporary land use permit for a benefit concert is in compliance with Goal #2 of Chapter 7 of the Tall City Tomorrow Comprehensive Plan, which is to "create a 'cultural core' in Downtown Midland that is a living, working, and entertainment destination," as it provides an event that citizens and visitors of Midland can attend.

**Staff recommends approval of this request for a Temporary Land Use permit subject to conditions A through K:**

**A. That the days and hours of operation of the Event shall be limited to the following:**

**Saturday, October 7, 2023, from 5p.m. to 10p.m.**

**B. That the days and hours of set-up and tear-down of the Event shall be limited to the following:**

**Friday, October 6, 2023, from 9a.m. to 10p.m.; and**
**Saturday, October 7, 2023, 10pm to 12a.m.**

**C. That the operation of the Event shall conform to the site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes.**

**D. That the Applicant shall provide a minimum of ten (10) restrooms that shall be made available for use during all operating hours of the Event.**

**E. That the Applicant shall provide a minimum of four (4) peace officers during all operating hours of the Event.**

**F. That the following uses are specifically permitted:**

**1. Live music shall be allowed during all operating hours of the Event.**

**2. The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Event in compliance with state and local laws.**

**G. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.**

**H. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.**

**I. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.**

**J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.**

**K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.**

**Letters of Objection:**

As of September 15, 2023, staff has not received any letters of objection.

**Attachments:**

Site Plan (Exhibit A)
Application
Maps

Morris William Jr.

City Manager's Office

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BENEFIT CONCERT ON LOT 1, BLOCK 19, ELMWOOD ADDITION, SECTION 3, LOT 2A, BLOCK 19, ELMWOOD ADDITION, SECTION 7, LOTS 13 THROUGH 20, BLOCK 6, S. W. ESTES ADDITION, AND LOT 1A, BLOCK 5, S. W. ESTES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WHITAKER STREET AND WEST KANSAS AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS**

**WHEREAS**, pursuant to Section 11-1-4.05 of the City Code of Midland, Texas, Elizabeth Harris-Jurado (the "Applicant") has applied for authorization to temporarily use Lot 1, Block 19, Elmwood Addition, Section 3, Lot 2A, Block 19, Elmwood Addition, Section 7, Lots 13 through 20, Block 6, S. W. Estes Addition, and Lot 1A, Block 5, S. W. Estes Addition, Section 2, City and County of Midland, Texas (the "Property") for a benefit concert (the "Event"); and

**WHEREAS**, the Council finds and determines that such temporary use shall be allowed;

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

**SECTION ONE.** That the Applicant is hereby authorized by the City Council to temporarily use the Property for the Event subject to the following conditions and restrictions:

A. That the day and hours of operation of the Event shall be limited to the following:

Saturday, October 7, 2023, from 5:00 p.m. to 10:00 p.m.

B. That the day and hours of set-up and tear-down of the Event shall be limited to the following:

Friday, October 6, 2023, from 9:00 a.m. to 10:00 p.m.; and
Saturday, October 7, 2023, from 10:00 p.m. to 12:00 a.m. (midnight).

C. That the operation of the Event shall conform to the site plan, which is

attached hereto as Exhibit "A" and incorporated herein for all purposes.

D. That the Applicant shall provide a minimum of ten (10) restrooms that shall be made available for use during all operating hours of the Event.

E. That the Applicant shall provide a minimum of four (4) peace officers during all operating hours of the Event.

F. That the following uses are specifically permitted:

1. Live music shall be allowed during all operating hours of the Event.

2. The sale and on-premises consumption of alcoholic beverages shall be allowed during all operating hours of the Event in compliance with state and local laws.

G. That each tent, canopy, and booth shall be erected according to its manufacturer's instructions, including the use of tie-downs that will resist the local estimated wind load.

H. That the Event shall be operated in compliance with all requirements of the Fire Code. The Applicant shall call for an inspection by the Fire Marshal prior to commencing operation of the Event.

I. That the Applicant shall obtain approval from the Solid Waste Department for a refuse collection and clean-up plan prior to operation of the Event.

J. That the Code Administration Division and the Planning Division shall be notified no later than 48 hours preceding operation of the Event.

K. That the Applicant shall be responsible for ensuring that the conditions herein are observed and satisfied.

**SECTION TWO.** That the City Council reserves at all times the full right and power to revoke said temporary use for violation of any of its terms or any misrepresentations contained in the application, after a hearing of which the holder of said temporary use has been given at least one (1) day notice.

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., 2023, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Lori Merritt Blong, Mayor

ATTEST:

_____
Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

_____
Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Rolandrea Russell, Interim Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Dinero plaza
Internal Revenue Service (IRS) Taxpayer...
PARKING
PARKING
Whitaker St
Walcott St
N Loraine St
Complete Landscaping
Walcott St
N Loraine St
Volunteer Park
Walcott St
YMCA
Whitaker St
EVENT SPACE
& Alcohol Sales
Prosperity Bank
humann
rveying, INC
YMCA Children's Learning Center
N Big S
W Kansas Ave
EXHIBIT "A"

MIDLAND Planning Division

**Temporary Land Use Application**

Project Number: _____

Case Number: _____

**Event Name:** Midland YMCA 70th Birthday Bash

| | | | |
|---|---|---|---|
| **Applicant** *(if acting as Agent, see affidavit on page 2)*<br>Printed Name: Elizabeth Harris-Jurado | | Phone ( ) 432-682-2551<br>Email eharris@midlandymca.org | |
| Address 800 N. Big Spring St. | City Midland | State TX | Zip 79701 |

| | | | |
|---|---|---|---|
| **Property Owner**<br>Printed Name: Christine Bearden | | Phone ( ) 432-682-2551<br>Email eharris@midlandymca.org | |
| Address 800 N. Big Spring St. | City Midland | State TX | Zip 79701 |

| | | | |
|---|---|---|---|
| **Representative** *(if different from Applicant or Property Owner)*<br>Firm: _____<br>Printed Name: Elizabeth Harris-Jurado | | Phone ( ) 432-682-2551<br>Email eharris@midlandymca.org | |
| Address | City | State | Zip |

**Street Address:** 800 N. Big Spring St

**Legal Description**
Lot: 002A Block: 019 Subdivision: ELMWOOD SEC 3

**Current Zoning:** Commercial **Type of Temporary Use Requested:** Benefit Concert

**Description of Event:** 1 evening event to celebrate the Midland YMCA's 70th Birthday. Live music.

**Duration of Temporary Use:** 6 Hourse
*If event lasts for more than (1) day and is located within any residential district or is located within 1,000 feet of any residential district, then a public hearing is required.*

**Proposed Days and Hours:** October 7th from 5pm to 12:00am

**Will alcoholic beverages be sold?** ■ Yes ☐ No
*If yes, you must comply with all Texas Alcoholic Beverage Commission (TABC) regulations for the event.*

**Are you requesting the temporary closure of any streets?** ☐ Yes ■ No
*If yes, you must:*

A. Complete the "**Special Event and Street Closure Application**", available from the Planning Division (4th Floor, City Hall), as well as submit a "**Traffic Control Plan**" to the Transportation Division (5th Floor, City Hall).
B. Provide the City with a **general liability insurance certificate**, naming the **City** as an **Additional Insured**, in the amount of one million dollars ($1,000,000) for the term of the closure.

| | | | |
|---|---|---|---|
| **Number of Peace Offices Provided:** 4-6<br>*Contact the Midland Police Department to schedule off-duty police officers.* | | | |
| **Type of Music** (*carnival, live, etc.*): Live Music | | | |
| **Showmobile** (*portable stage*) **Requested:** ☐ Yes ■ No | | Days & Hours: | |
| **Number of Restroom Fixtures Provided:** | *Men* | **Toilets/Urinals:** 1 | **Bathroom Sinks:** 5 |
| | *Women* | **Toilets:** | **Bathroom Sinks:** 5 |
| | *Unisex* | **Toilets:** 10 | **Bathroom Sinks:** 5 |

**Submittal and Fees**

**Items to be submitted with this application form:**

- Application Fee – Payable to the 'City of Midland'
- Damage Deposit
- Clean-Up Deposit
- 1 FOLDED Copy of Site Plan*
- Digital Copies of Site Plan (PDF/JPEG)

**Should show existing buildings, parking, access arrangements, surrounding streets, activity areas, areas of alcoholic beverage sales, proposed street closures, etc.*

| **Signatures** | |
|---|---|
| Applicant (signature): | Date: 8.28.23 |
| Applicant (printed): Elizabeth Harriet Jurado | |
| Property Owner (signature): Christine R Bearden | Date: 8-28-23 |
| Property Owner (printed): Christine R Bearder | |
| Representative (signature): | Date: |
| Representative (printed) : | |

*The Temporary Land Use Permit 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.*

****Application will not be considered for scheduling until reviewed by a planner.****

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 Midland YMCA who, being by me duly sworn, upon oath says: That (s)he is authorized by Liz Harris-Tucker, 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 29th day of August, 2023, to certify which witness my hand and seal of office.

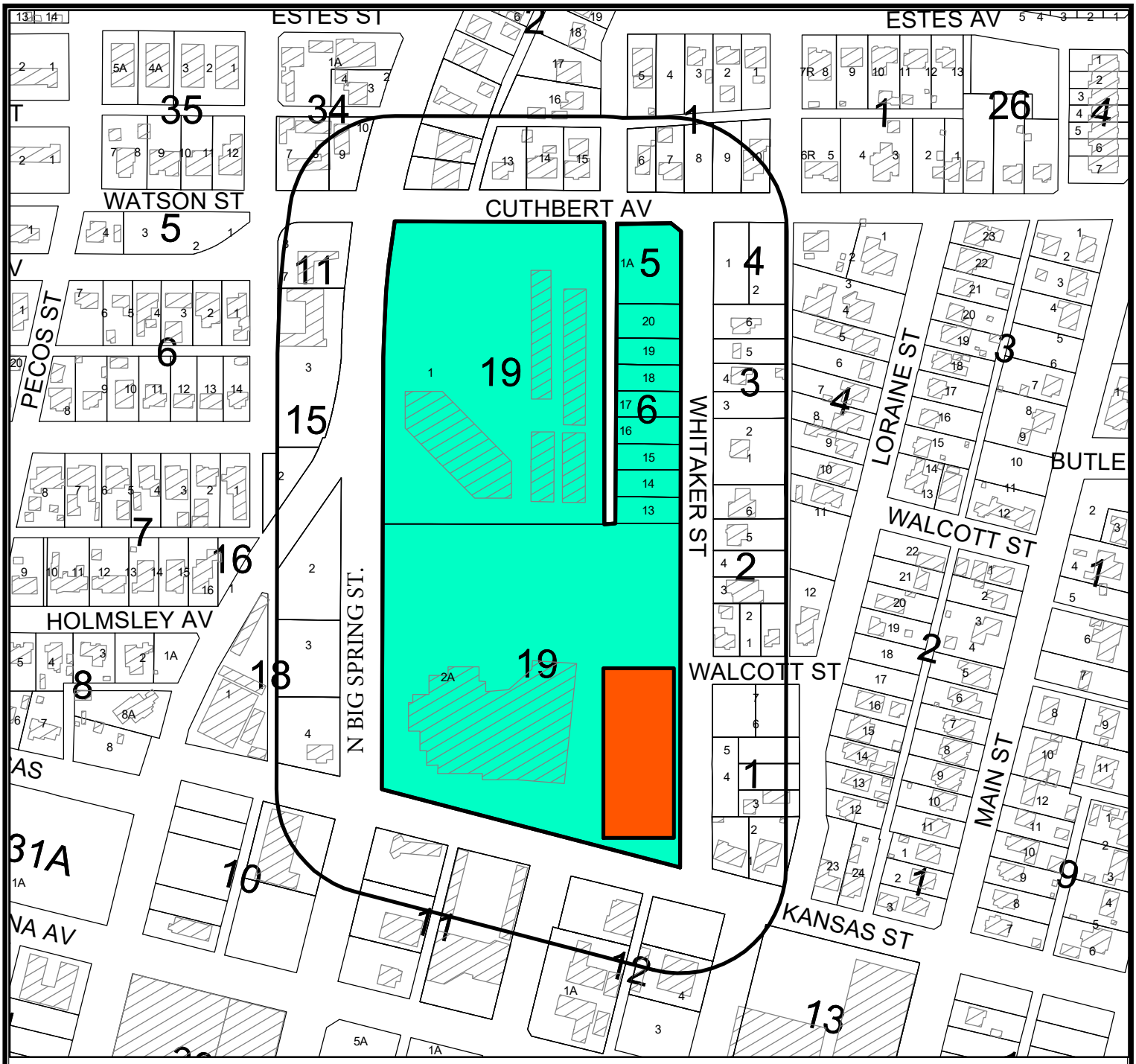
ALEXIS MARIE MARTINEZ
Notary Public, State of Texas
Comm. Expires 07-12-2027
Notary ID 134449907

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

**FOR OFFICE USE ONLY**

| | |
|---|---|
| ☑ Property Owner Authorization | ☑ Liability Insurance (Street Closure) |
| ☑ Dimensioned Site Plan | ☐ Traffic Control Plan (Street Closure) |
| ☐ Plans in Digital Format (PDF/JPEG) | ☑ Clean-Up Deposit |
| ☐ Application Fee | Check # 44069 |
| Check # 44068 | ☐ Damage Deposit |
| ☐ Administrative Approval | Check # 44069 |
| Received By: Daniel Humbert | Date: 8.29.23 |

****Application will not be considered for scheduling until reviewed by a planner.****




# LOCATION MAP

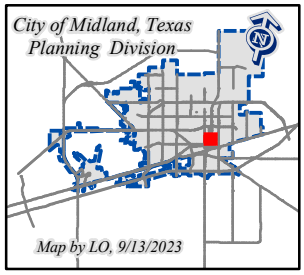
**TLU-23-0148** **Scale: 1" = 3,350'**

RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR A BENEFIT CONCERT ON LOT 1, BLOCK 19, ELMWOOD ADDITION, SECTION 3, LOT 2A, BLOCK 19, ELMWOOD ADDITION, SECTION 7, LOTS 13-20, S. W. ESTES ADDITION, AND LOT 1A, BLOCK 5, S. W. ESTES ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS

Generally located at the northeast corner of the intersection of North Big Spring Street and West Kansas Street (Council District 2)

**LEGEND**

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

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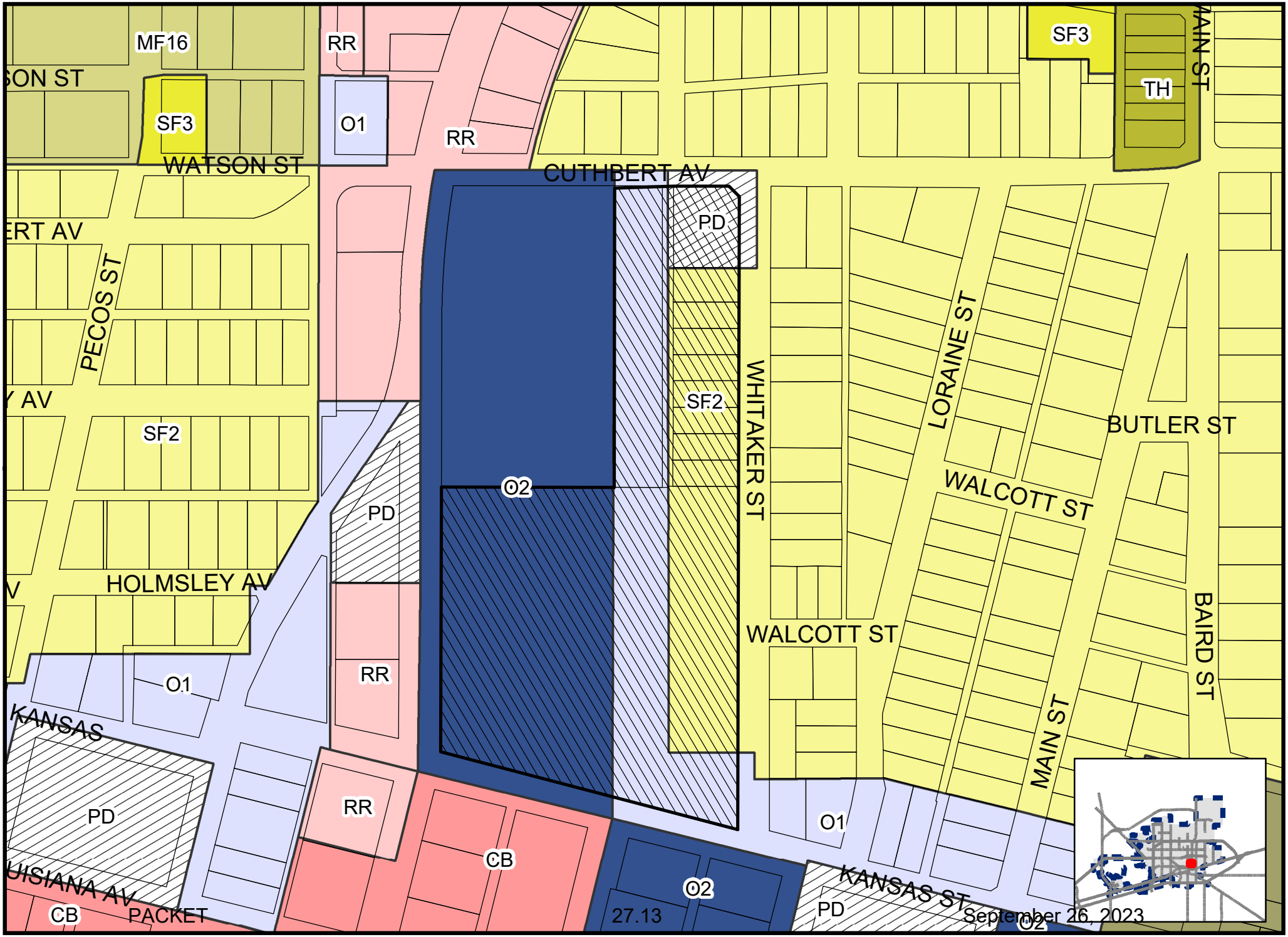
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




*Map By DH, 9/14/2023*

**TLU-23-0148**

**Scale: 1" = 2,742'**

# ZONING MAP

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PARKING
PARKING
Dinero plaza
Internal Revenue Service (IRS) Taxpayer...
Whitaker St
Walcott St
N Loraine St
Complete Landscaping
Volunteer Park
YMCA
YMCA Children's Learning Center
Prosperity Bank
EVENT SPACE
& Alcohol Sales
W Kansas Ave

TRUIST

**City of Midland**

# *City Secretary's Office*

**Council Memorandum**

September 26, 2023

**TO:** City Council Members

**FROM:** Marcia Bentley-German, City Governance Officer/City Secretary

**SUBJECT:** Barbara & George H.W. Bush Convention Center Advisory Board Appointments

The enclosed application packet is designed to assist you in making appointments to the Barbara & George H.W. Bush Convention Center Advisory Board. This is the only board that will need appointments made at this meeting due to their first meeting being scheduled on October 30, 2023.

The application packet includes the following applicants:

Kevin Nelson

Randall Milloy

Tucker Schneemann

Dillon Custer

***Each applicant solely applied to this board with the exception of Randall Milloy.***

Attached is a form that may make it easier to write down your choices. This form is optional and only for your convenience.

**BARBARA AND GEORGE H.W. BUSH CONVENTION CENTER ADVISORY BOARD**

(Advisory)

(Membership-7; City Appoints 4 Seats; Terms – 3 Years - Staggered)

| | Appt Date | Term Expires | Eligibility Expires |
|---|---|---|---|
| XXXXXXXXXX | 09/23 | Sept 30 2024 | Sept 30 2027 |
| XXXXXXXXXX | 09/23 | Sept 30 2025 | Sept 30 2028 |
| XXXXXXXXXX | 09/23 | Sept 30 2025 | Sept 30 2029 |
| XXXXXXXXXX | 09/23 | Sept 30 2026 | Sept 30 2029 |

Robin Poole (Council Liaison)

Non-voting Ex-Officio member is the City Governance Officer/City Secretary.

| Appointed Term | Appointed Name |
|---|---|
| 1 Year | |
| 2 Years | |
| 2 Years | |
| 3 Years | |

## 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:**

**Date:** 8/10/2023

**Name:** Kevin L. Nelson

**Phone:** 432-349 -8225 **(Home)**

**Address:** 2817 Caldera Blvd.

432-240-1517 **(Business)**

Midland TX 79705

**Email:** kevin.nelson@midlandisd.net

(City) (State) (Zip)

**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** 44 **years.**

**Occupation:** Educator/Adminstrator

**Professional and/or Community Activities:**

Skilled based training, improving job performance, continuing education, improving existing skills.

My community activites-I am a member of Kappa Alpha Psi and we hold can food drives in the community and donanate to the Midland Soup Kitchen.

**What is your personal vision for the City?**

I believe for a safe community, a better quaility of life for everyone in Midland and to coduct business with great integrity.

**Please specify any time constraints you may have.**

I can adjust schedual when given proper 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:**

Barbara & George H.W. Bush Convention Center Advisory Board

**Please tell us why you are interested in serving on this board or commission.**

I want to network and interact with colleagues and leaders across industries and government.

**What contribution would you most like to make?**

I will bring my unique vision to the board along with stratgies to help move forward the vision that has been set.

**Additional pertinent information or references:**

I believe in the City of Midland's core values-Professionalism, Integeity, Respect, Accountability, and Viglance.

**(2) Name of Board/Commission:**

N/A

**What contribution would you most like to make?**

N/A

**Additional pertinent information or references:**

N/A

***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.

**Date:** 8/10/2023

**PLEASE TYPE OR PRINT CLEARLY:**

**Name:** Randall Milloy

**Phone:** 432-552-9848 **(Home)**

432-552-5000 **(Business)**

**Address:** 6409 Mosswood Drive

**Email:** rvmilloy@att.net

Midland (City) Texas (State) 79707 (Zip)

**I am** [✔] **I am not** [ ] **a U.S. Citizen**

**Are you a graduate of Midland 101?** [ ] **yes** [✔] **no**

**Please tell us about yourself:**

**I have lived in Midland** 18 **years.**

**Occupation:** Banking

**Professional and/or Community Activities:**

United Way commitee volunteer for the past 6 years. Very active in school system and athletics as my son is a senior at Legacy High and both my daughters graduated from Lee.

**What is your personal vision for the City?**

My vision for Midland has always been for it to be the safest most enjoyable place to raise a family and work. The people of Midland are wonderful hard working individuals that care for their fellow neighbor.

**Please specify any time constraints you may have.**

My employer encourages employees to serve on boards and commissions. With that being said, there would be no 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:**

I am interested in serving on any needed available Board/Commission.

**Please tell us why you are interested in serving on this board or commission.**

My interest in serving comes from my personal vision as stated above. Only by being involved in the process can I try to make a difference in the safety and attraction to families to live in Midland

**What contribution would you most like to make?**

As a resident of Midland for 18 years I have seen the ups and downs, along with the potential for this great city. By having children involved in community and school activities I have insight as to what familyies expect and need from this city. My financial backgrund of serving in the banking community also allows me the knowlege of the industries that operate within our region.

**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**

**Applications may be submitted online via email or print in order to send by mail:**

**City of Midland**

**City Secretary's Office**

**PO Box 1152**

**Midland, TX 79702**

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:**

**Date:** 8/10/2023

**Name:** Tucker Schneemann

**Phone:** 432-661-4880 **(Home)**

**Address:** 6019 San Bernard Dr.

214-432-7930 **(Business)**

Midland TX 79707

**Email:** tschneemann625@gmail.com

(City) (State) (Zip)

**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** 20 **years.**

**Occupation:** Commercial Real Estate Broker

**Professional and/or Community Activities:**

Current Member of Leadership Midland - Year 2

American Cancer Society Permian Basin Committee Member

**What is your personal vision for the City?**

As a young professional and raising a family in Midland, I look forward to continuing the positive growth of the city as a great place to live and work.

**Please specify any time constraints you may have.**

Leadership Midland Y2 will meet for half a day, once a month, typcially on the 2nd Wednesday of the month.

Business hours are flexible as I am able to navigate my own schedule/working hours.

**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:**

Barbara & George H.W. Busy Convention Center Advisory Board

**Please tell us why you are interested in serving on this board or commission.**

I firmly believe that the Convention Center is one of the most impressive public assets that the city has to offer. Each event I have attended there has been first class, and is always a boost to the Downtown Midland atmosphere and development.

**What contribution would you most like to make?**

The Convention Center deserves to be operated, maintained, and marketed in the most professional manner possible and I am confident that I would positively impact the decision-making around each of those departments.

**Additional pertinent information or references:**

References: Bobby Burns and/or Emily Waldrop - Midland Chamber of Commerce

Mark Bales - AggieTech Capital; AggieTech Energy Services

Jack Herndon - Frost Bank

**(2) Name of Board/Commission:**

Capital Improvement Advisory Committee

**What contribution would you most like to make?**

As a real estate professional, focusing in commercial and industrial development, I am actively engaged in developments both inside the city limits and in Midland County. Each of these areas have their stregnths and weaknesses, but both are crutial to the success of economic development in Midland.

**Additional pertinent information or references:**

References: Justin Dodd - Managing broker, NRG Realty Group, LLC

Ian Denholm - Dahlia Development, LLC

Randy Pittman - West Texas Abstract & Title Co

***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**

T. Schneemann

T. Schneemann (Aug 10, 2023 15:59 CDT)

**Applications may be submitted online via email or print in order to send by mail:**

**City of Midland**

**City Secretary's Office**

**PO Box 1152**

**Midland, TX 79702**

# board_app1

Final Audit Report 2023-08-10

| | |
|---|---|
| Created: | 2023-08-10 |
| By: | Tucker Schneemann (tucker@nrgrealtygroup.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9wXQYAfjcA09r2LtL254TWOhNGrjSn53 |

## "board_app1" History

Document created by Tucker Schneemann (tucker@nrgrealtygroup.com)
2023-08-10 - 8:57:39 PM GMT

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Signer tschneemann625@gmail.com entered name at signing as T. Schneemann
2023-08-10 - 8:59:05 PM GMT

Document e-signed by T. Schneemann (tschneemann625@gmail.com)
Signature Date: 2023-08-10 - 8:59:07 PM GMT - Time Source: server

Agreement completed.
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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:**

**Date:** 8/9/2023

**Name:** Dillon Custer

**Phone:** 281-799-3361 **(Home)**

**Address:** 2400 Seaboard Ave

432-245-6037 **(Business)**

Midland TX 79705

**Email:** dcuster@diamondbackenergy.com

(City) (State) (Zip)

**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** 5 **years.**

**Occupation:** Reservoir Engineer at Diamondback Energy

**Professional and/or Community Activities:**

Young Professionals in Energy Member. My wife and I recently moved back to Midland from Houston, and I am looking to get more involved the community, which is one of the reasons I'm interested in serving on an Advisory Board.

**What is your personal vision for the City?**

I view Midland as the perfect place to work hard, make a living, and raise a family. I want people to be excited about moving here and proud of living here. I believe Midland has the people and the resources to continue growing and improving the qaulity of life for it's citizens. Specifically, I see the downtown Midland area as a great area to focus on enhancing.

**Please specify any time constraints you may have.**

My regular work hours are from 7:30-5:30 Monday-Thursday and 7:30-11:30 Friday. However, I do not foresee any issue attending meetings during that time frame as long as I can provide notice to my supervisor.

**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:**

Barbara & George H.W. Bush Convention Center Advisory Board

**Please tell us why you are interested in serving on this board or commission.**

I believe the Bush Convention Center was a terriffic improvement to the downtown area, and I have attended numerous corporate and industry events there. Therefore, I have a vested interest in helping maintain and improve the Convention Center.

**What contribution would you most like to make?**

To esnure the Bush Convention Center is well-managed and provide a voice for the young-adult generation in a city leadership position.

**Additional pertinent information or references:**

While most recent stint in Midland has been 1.5 years, I have moved in and out of Midland several times since 2011. Therefore I am interested in serving the city and the community that I've been apart of and benefited from.

Reference: Zack Deck - Coworker at Diamondback. Serves on MDC.

**(2) Name of Board/Commission:**

Citizens Development and Hotel/Motel Advisory Board

**What contribution would you most like to make?**

To help the City of Midland leaders grow and improve Midland. Also, to ensure Midland is capable of attracting younger generations of talent in all industries related to Midland.

**Additional pertinent information or references:**

I would love to have the opportunity to serve the City of Midland.

***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**

Dillon Custer Digitally signed by Dillon Custer
Date: 2023.08.09 09:08:03 -05'00'

**Applications may be submitted online via email or print in order to send by mail:**

**City of Midland**

**City Secretary's Office**

**PO Box 1152**

**Midland, TX 79702**

Submit Via Email

Print Application

*City of Midland*
**Office Memorandum**

**DATE:** September 13, 2023

**TO:** The Honorable Mayor and City Council Members

**FROM:** John Ohnemiller, City Attorney

**SUBJECT:** Motion authorizing the City Manager and City Attorney to execute all documents necessary to settle litigation styled Trinity Property Consultants, LLC v. City of Midland, *et al.* (County Court at Law, Midland County, Texas; Cause No. CC24658).

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The proposed motion would authorize the City Manager and City Attorney to execute all documents necessary to settle the above-referenced lawsuit. This matter has been placed on your executive session for discussion, if needed.

If you have any questions regarding this matter, please do not hesitate to contact me.